

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

City Clerk File No. Res. 14.749

Agenda No. 10.A

Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING CY 2014 APPROPRIATION TRANSFERS

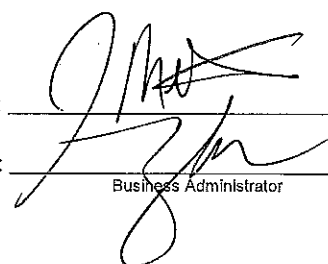
COUNCIL

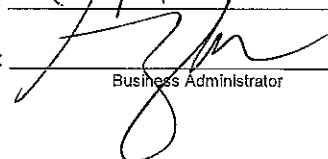
offered and moved adoption

of the following resolution:

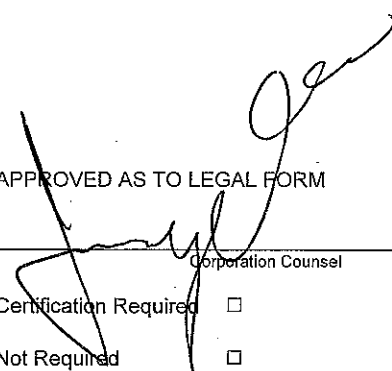
RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2014 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	ACCOUNT NAME	FROM	TO
20-123	Municipal Council SW	\$ 8,800.00	
20-165	Eng. Arch. Traff & Trans. SW	\$ 100,698.00	
20-140	Info Tech SW	\$ 100,000.00	
36-473	Social Security System		\$ 200,000.00
30-471	Prior Year Bill		\$ 698.00
20-123	Municipal Council OE		\$ 8,800.00
	TOTAL:	\$ 209,498.00	\$ 209,498.00

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM 

Corporation Counsel

Certification Required

Not Required

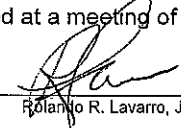
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

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 CY2014 Appropriation Transfers

Initiator

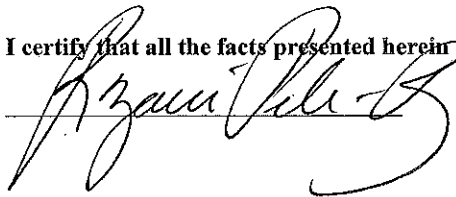
Department/Division	Administration	Budget
Name/Title	Rozani Pelc	Budget
Phone/email	201-547-4964	pelcR@jcnj.org

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 cover expenses and invoices received after the CY14 Budget Adoption.

I certify that all the facts presented herein are accurate.



November 17, 2014

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

City Clerk File No. Res. 14.750

Agenda No. 10.B

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE CANCELLATION OF UNEXPENDED BUDGET APPROPRIATION BALANCES

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, The Local Budget Law, specifically N.J.S.A. 40A:4-60 allows for the cancellation of any unexpended budgetary appropriations prior to the end of the fiscal year by resolution of the governing body; and

WHEREAS, the Department of Energy has informed the City of Jersey City (City) that certain activities are not eligible for funding under the Energy Efficiency and Conservation Block Grant (EECBG); and

WHEREAS, the EECBG award amount of \$2,329,500 must now be reduced to \$1,345,121; and

WHEREAS, the Chief Financial Officer has determined that said appropriation is available to be cancelled,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized and directed to cancel the following unexpended balance in accordance with N.J.S.A. 40A:4-60:

Energy Efficiency and Conservation Block Grant (EECBG) \$984,379.

BE IT FURTHER RESOLVED, that one copy of this resolution be filed with the Director of the Division of Local Government Services.

WITHDRAWN

APPROVED: *[Signature]* *CFD*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CANCELLATION OF UNEXPENDED BUDGET APPROPRIATION BALANCES

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	(201)547-5042	DonnaM@icnj.org

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

Resolution Purpose

The resolution authorizes the cancelation of unexpended budget appropriation balances due to certain activities not being eligible for funding under the Energy Efficiency and Conservation Block Grant (EECBG)

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

11/17/14
Date

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

City Clerk File No. Res. 14-751
 Agenda No. 10.C
 Approved: NOV 25 2014
 TITLE:



RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2014 Municipal Budget:

	FROM	TO
Korean War Memorial Donation	0	100,000
Due from FEMA (Hurricane Sandy)	0	2,213,065

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

	FROM	TO
Korean War Memorial Donation	0	100,000
Hurricane Sandy Expenditures (FEMA)	1,193,000	1,784,008
Bond Anticipation Notes Principal	4,516,195	6,138,252

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

APPROVED: [Signature] CFO
 APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator
 APPROVED: [Signature] Corporation Counsel
 Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[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 INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

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

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

Resolution Purpose

This resolution will allow for the insertion of funds into the CY 2014 adopted budget. Funds were received from the City of Uijeongbu, South Korea for the construction of improvements of the Korean War Memorial and reimbursement funds that were received from FEMA for the payment of debt issued due to Hurricane Sandy.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/17/14
Date

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

City Clerk File No. Res. 15.752

Agenda No. 10.D

Approved: NOV 25 2014

TITLE:



RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2013

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, the audit for calendar year ending December 31, 2013 was presented to the governing body on November 25, 2014; and

WHEREAS, in accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO 97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local unit and is to be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Corrective Action Plan for calendar year ended December 31, 2013 is hereby approved.

BE IT FURTHER RESOLVED, that a copy of the Corrective Action Plan will be placed on file in the Office of the City Clerk.

APPROVED: [Signature] City Clerk

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

APPROVED: [Signature]
Business Administrator

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2013

Initiator

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

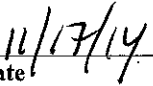
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

In accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

CITY OF JERSEY CITY
HUDSON COUNTY



CORRECTIVE ACTION PLAN
CY 2013 ANNUAL AUDIT

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Administration
Division: Management/Budget
Respondent: Donna Mauer

Finding Number: 1

Description:

Testing of grant receipts in the City's State and Federal Grants Fund indicated instances in which grant receipts were posted to incorrect grant lines. A reallocation line was added to Grant Receivable detail to account for the required adjustments (see Exhibit B-43). This finding is repeated from the prior year.

Analysis:

The City should make certain receipts are posted to correct grants and grant years.

Corrective Action:

The Budget Office is in the process of correcting all postings. An employee has been assigned to this project.

Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Administration
Division: Management/Budget
Respondent: Donna Mauer

Finding Number: 2

Description:

The City's State and Federal Grants Fund has outstanding receivables and appropriations reserved as follows:

<u>Years</u> <u>Outstanding</u>	<u>Grant</u> <u>Year</u>	<u>Grants</u> <u>Receivable</u>	<u>Appropriated</u> <u>Reserves</u>
1	2013	\$ 21,217,029	\$ 12,284,362
2	2012	10,756,865	5,169,583
3	2011	5,921,501	9,634,048
4	2010	6,822,458	3,317,835
5	2009	2,653,697	5,189,307
6 - 10	2004 - 2008	4,932,706	7,061,113
> 10	Prior to 2004	2,031,107	5,164,470
		<u>\$ 53,734,763</u>	<u>\$ 45,820,738</u>

The above aging schedule indicates a significant portion of grant receivables which will likely be uncollectible and reserves for programs which may no longer be active. In addition, the City has grants receivable in the general capital fund totaling \$2,059,900, of which \$677,479, \$454,175 and \$928,246 have been dormant since the fiscal year ended June 30, 2009, 2008 and 2007, respectively. Finally, Local Law Enforcement Block Grant monies remain on the books of the Trust Fund totaling \$368,981, increasing annually only by interest earned.

Analysis:

The City should investigate grants with dormant receivable and reserve balances for proper follow-up or disposition, including: consideration of the collectability of the grants, whether receivable and reserve balances exist as a result of charges to incorrect grant years and whether aged reserves are expendable or must be returned to grantor agencies.

Corrective Action:

The Budget Office is in the process of reviewing all grant revenue and receivable accounts. Several accounts have already been corrected. An employee has been assigned to this project.

Implementation Date: On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Administration
Division: Management/Budget
Respondent: Donna Mauer

Finding Number: 3

Description:

The following accounts are on reserve in the City's Capital Fund and have had no activity since the fiscal years noted:

Reserve for:	Year of Last Activity	Amount
Veterans Park	2004	\$ 60,000
Infrastructure Improvements	2004	219,481
Linkage Construction	2004	480
Parking Lot	2007	20,000
Warren St. Resurfacing	2008	10,820
Apple Tree House Construction	2009	13,520
		<u>\$ 329,301</u>

This finding is repeated from the prior year. The City did clear two items from the prior year finding totaling \$274,451.

Analysis:

The City should continue its review of dormant Capital Fund Reserves. Documents providing legal basis for the reserves should be retained for reserves which the City is legally obligated to retain. Other reserves should be charged under their original purpose or cancelled if allowable under the terms of their establishment.

Corrective Action:

The City will review these reserves and take necessary action. Any dormant accounts will be cancelled by year end.

Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Human Resources
Division: Human Resources
Respondent: Robert Kakoleski, Business Administration

Finding Number: 4

Description:

Audit testing designed to determine whether employee deductions and W-4 forms are properly authorized could not be completed because supporting documentation was archived, stored and otherwise unavailable for review.

Analysis:

W-4 forms and documentation supporting employee deductions should be retained permanently in employee personnel files. This finding is repeated from the prior year.

Corrective Action:

The City is working on a plan to ensure Personnel documents are stored properly.

Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Human Resources
Division: Payroll
Respondent: Robert Kakoleski, Business Administration

Finding Number: 5

Description:

Payroll testing noted WIC Department employees received overtime pay ranging between 11% and 47% of total pay. Audit procedures further could not determine if all overtime appears to have been authorized by appropriate personnel, however, the purpose noted for overtime was often not provided in detail.

Analysis:

All overtime supporting documentation and approvals should be properly completed.

Corrective Action:

The City will ensure all authorized overtime is accompanied with supporting documentation.

Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Administration
Division: Purchasing
Respondent: Peter Folgado, QPA, RPPO, RPPS

Finding Number: 6

Description:

Testing of 1099s and W-9s indicated 18 instances in a sample of 60 vendors in which form W-9 was not retained by the City. As a result, audit testing to determine whether 1099s have been properly filed could not be completed.

Analysis:

The City should obtain and retain Form W-9 from all vendors. Further, the City should review these W-9s to assure compliance with Federal guidelines regarding the issuance of 1099s.

Corrective Action:

As a result, letters were mailed to the sixteen vendors requesting updated W9 and vendor information. Out of the sixteen, ten responded.

- 1 responded no longer in business
- 1 returned by post office
- 4 no response

Implementation Date:

Every two years, the Division of Purchasing sends letters to all vendors requesting W9's and asked to fill out the vendor information forms. Letters will be sent to all vendors January 2015.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: HHS
Division: Director's Office
Respondent: Stacey Flanagan

Finding Number: 7

Description:

Instances were noted in which the Health Department did not deposit receipts within 48 hours. In addition, it was noted the Division of Parks Maintenance forwarded receipts for fall tree planting on December 9, 2013 which it collected during the months of July to November. Such instances are in violation of N.J.S.A. 40A:5-15 of the Local Fiscal Affairs Law which requires deposit of cash receipts within 48 hours.

Analysis:

The Health Department and Division of Parks Maintenance should deposit receipts within 48 hours as required by the Local Fiscal Affairs Law.

Corrective Action:

The Health Department will make sure all deposits are made within the 48 hour period required by Local Fiscal Affairs Law.

Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Human Resources
Division: Health Benefits
Respondent: Michaline Yurcik

Finding Number: 8

Description:

The City does not have a formal policy of performing self-audits on retirees receiving benefits.

Analysis:

The City should periodically verify whether retirees, or their spouses and dependents, continue to be eligible for medical benefits. Formal control policies and procedures regarding such verification should be instituted.

Corrective Action:

The City policy to verify the continuation of coverage for retirees their spouses and dependents has several actions. Dependents to be termed from coverage because they have reached age 26 are termed by the broker each month. A list is generated by Horizon at the beginning of the year giving the employee's name, the dependent and their date of birth. They are termed the end of that month. Covered spouses will call to tell us of the death of the retiree or the reverse if the spouse has passed. Police and Fire retirees have a life insurance policy and we are contacted by the beneficiary or a family member within a short time after the death. The Pension office will notify us as well if they are contacted first especially with retirees who are in the Employee Retirement System. Retirees and their spouses who are on Medicare will automatically term under prescription because that is done by the Centers for Medicare and Medicaid Services (CMS). A listing of those terms/changes is generated by Express Scripts each month.

Implementation Date:

As a final follow up, our broker has agreed to send letters out to all retirees asking them to update their benefit status and report any changes. This will be done in January 2015.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: Tax Assessor
Division: Tax Assessor
Respondent: Ed Toloza

Finding Number: 9

Description:

Audit testing of Certificates of Occupancy noted four instances, of 25 items sampled, in which the added improvements were not included on the City's tax roll as of the audit testing date.

Analysis:

The Assessor's office should review all Certificates of Occupancy to ensure they are included as added assessments in a timely manner.

Corrective Action:

The Assessor will ensure that all Certificates of Occupancy are issued in the added assessment of the year they are implemented.

Implementation Date

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2013
Department: HEDC
Division: Buildings
Respondent: Raymond Meyers

Finding Number: 10

Description:

The City's Building Department annually bills for elevator inspections. Over \$180,000 of bills issued in July, 2013 were not collected as of December 31, 2013. It should be noted, discussions with Building Department personnel indicate that a new policy is being implemented in 2014 to have inspectors verify billing accounts are paid and current before performing inspections..

Analysis:

The Building Department should follow up on billings for elevator inspections to ensure more timely collection of City revenue.

Corrective Action:

Once staffing has been increased in both technical and administrative areas, we will actively pursue these issues and training.

Implementation Date: July 2015

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

City Clerk File No. Res.1 4.753

Agenda No. 10.E

Approved: NOV 25 2014



TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY DIRECTING THE UNDERTAKING OF A CONTINUING DISCLOSURE REVIEW AND AUTHORIZING PARTICIPATION IN THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE DIVISION OF ENFORCEMENT OF THE U.S. SECURITIES AND EXCHANGE COMMISSION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, the City of Jersey City (the "City") has entered into continuing disclosure certificate(s) and/or agreement(s) in connection with certain of its prior bond and/or note issuance(s) (the "Prior Issuances"), agreeing to file certain financial information and operating data and/or certain enumerated event notices with the former nationally recognized municipal securities information repositories or the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"); and

WHEREAS, the City has made certain representations regarding its continuing disclosures in bond and note offering documents in connection with its Prior Issuances; and

WHEREAS, in response to widespread concerns that many municipal issuers have not been complying with their obligations to file continuing disclosure documents under the Rule, and furthermore have made false representations and/or misstatements concerning compliance in bond and note offering documents, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") has set forth its Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative"), attached hereto as Exhibit A, whereby the Commission will recommend favorable settlement terms to municipal issuers involved in the offer or sale of municipal securities, as well as underwriters of such offerings, if they self report to the Division possible violations involving materially inaccurate statements in bond and note offering documents relating to prior compliance with continuing disclosure obligations pursuant to the Rule; and

WHEREAS, pursuant the Local Finance Notice 2014-9, attached hereto as Exhibit B, the Director of the Local Finance Board, Division of Local Government Services of the Department of Community Affairs of the State of New Jersey, has recommended the undertaking of a Review (as hereinafter defined) by all municipal issuers and participation in the MCDC Initiative, where appropriate, as determined by the facts of each Review (the "LFB Recommendation");

NOW, THEREFORE, IN CONNECTION WITH THE LFB RECOMMENDATION, BE IT RESOLVED BY THE MUNICIPAL COUNCIL, as follows:

Section 1. The City, through its Chief Financial Officer or through the engagement of a third-party disclosure-dissemination agent, is hereby directed to conduct a continuing disclosure review of its prior continuing disclosure undertakings (the "Review"), and the City hereby ratifies any such previously conducted Review. Such Review shall include, but is not limited to, a historical review of the City's continuing disclosure obligations and filings in connection with its Prior Issuances that are presently outstanding and which are no longer outstanding but, as of the date five years prior to the date of submission of the Questionnaire (as hereinafter defined), were outstanding; and the undertaking, at any time, of any applicable remedial filings with the MSRB deemed necessary for compliance with its continuing disclosure obligations.

City Clerk File No. Res. 14.753
Agenda No. 10.E NOV 25 2014

TITLE:

Section 2. The City, through its Chief Financial Officer, is hereby authorized to participate in the MCDC Initiative, if in the discretion of the Chief Financial Officer after consultation with City officials, it is determined that the City may have made materially inaccurate statements in its bond and note offering documents relating to prior compliance with continuing disclosure obligations pursuant to the Rule in connection with its Prior Issuances issued during the period beginning five years prior to the date of submission of the Questionnaire.

Section 3. The Chief Financial Officer of the City is hereby authorized to execute and deliver any and all documents and instruments, including the Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities contained in the MCDC Initiative (the "Questionnaire"), and to do and cause to be done any and all acts and things necessary or proper for participating in the MCDC Initiative and all related transactions, including the Review, contemplated by this resolution.

Section 4. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 5. This resolution shall become effective in accordance with applicable law.

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

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

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 OF THE CITY OF JERSEY CITY DIRECTING THE UNDERTAKING OF A CONTINUING DISCLOSURE REVIEW AND AUTHORIZING PARTICIPATION IN THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE DIVISION OF ENFORCEMENT OF THE U.S. SECURITIES AND EXCHANGE COMMISSION

Initiator

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

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

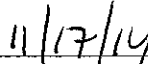
Resolution Purpose

This resolution will allow the City, through the CFO to participate in the Municipalities Continuing Disclosure Cooperation (MCDC) Initiative. As per Local Finance Notice 2014-9, the Local Finance Board recommends participation in this Initiative and review.

I certify that all the facts presented herein are accurate.

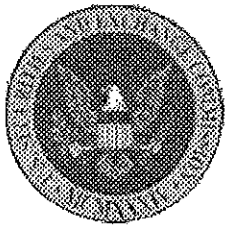


Signature of Department Director



Date

EXHIBIT A



U.S. Securities and Exchange Commission

Se

ABOUT DIVISIONS ENFORCEMENT REGULATION EDUCATION FILINGS

Municipalities Continuing Disclosure Cooperation Initiative

Division of Enforcement

U.S. Securities and Exchange Commission

I. Introduction

The Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") is intended to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents.

As described below, under the MCDC Initiative, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") will recommend favorable settlement terms to issuers and obligated persons involved in the offer or sale of municipal securities (collectively, "issuers") as well as underwriters of such offerings if they self-report to the Division possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Exchange Act").¹

II. Background

Rule 15c2-12 generally prohibits any underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure regarding the security and issuer, including information about its financial condition and operating data.² Rule 15c2-12 also generally requires that any final official statement prepared in connection with a primary offering of municipal securities contain a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any previous commitment to provide such continuing disclosure.

The Commission may file enforcement actions under either Section 17(a) of the Securities Act of 1933 (the "Securities Act"), and/or Section 10(b) of the Exchange Act against issuers for inaccurately stating in final official statements that they have substantially complied with their prior continuing disclosure obligations. In such instances, underwriters for these bond offerings may also have violated the anti-fraud provisions to the extent they failed to exercise adequate due diligence in determining whether issuers have complied with such obligations, and as a result, failed to form a reasonable basis for believing the truthfulness of a key representation in the issuer's official statement. For instance, on July 29, 2013, the Commission charged a school district in Indiana and its underwriter with falsely stating to bond investors that the

school district had been properly providing annual financial information and notices required as part of its prior bond offerings.³ Without admitting or denying the Commission's findings, the school district and underwriter each consented to, among other things, an order to cease and desist from committing or causing any violations of Section 10(b) of the Exchange Act and Rule 10b-5. The underwriter also agreed to pay disgorgement and prejudgment interest of \$279,446 as well as a penalty of \$300,000.

The Commission has in the past emphasized that the likelihood that an issuer will abide by its continuing disclosure obligations is critical to any evaluation of its covenants. An underwriter's obligation to have a reasonable basis to believe that the key representations in a final official statement are true and accurate extends to an issuer's representations concerning past compliance with disclosure obligations. Indeed, this provision of Rule 15c2-12 was specifically intended to serve as an incentive for issuers to comply with their undertakings to provide disclosures in the secondary market for municipal securities, and also assists underwriters and others in assessing the reliability of the issuer's disclosure representations. Moreover, the Commission has in the past stated that it believes that it is doubtful that an underwriter could form a reasonable basis for relying on the accuracy or completeness of an issuer's ongoing disclosure representations without the underwriter affirmatively inquiring as to that filing history, and the underwriter may not rely solely on a written certification from an issuer that it has provided all filings or notices.⁴

Based on available information, and as highlighted in the Commission's August 2012 Municipal Market Report, there is significant concern that many issuers have not been complying with their obligation to file continuing disclosure documents and that federal securities law violations involving false statements concerning such compliance may be widespread.

III. The MCDC Initiative

A. Who Should Consider Self-Reporting to the Division?

To be eligible for the MCDC Initiative, an issuer or underwriter must self-report by accurately completing the attached questionnaire and submitting it within the following applicable time periods:

- For underwriters, beginning March 10, 2014 and ending at 12:00 a.m. EST on September 10, 2014; and
- For issuers, beginning March 10, 2014 and ending at 5:00 p.m. EST on December 1, 2014.

Information required by the questionnaire includes:

- identification and contact information of the self-reporting entity;
- information regarding the municipal securities offerings containing the potentially inaccurate statements;
- identities of the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each such offering;
- any facts that the self-reporting entity would like to provide to assist the staff in understanding the circumstances that may have led to the potentially inaccurate statement(s); and

- a statement that the self-reporting entity intends to consent to the applicable settlement terms under the MCDC Initiative.

Submissions may be made by email to MCDCsubmissions@sec.gov, by fax to (301) 847-4713 or by mail to MCDC Initiative, U.S. Securities and Exchange Commission, Boston Regional Office, 33 Arch Street, Boston, MA 02110.

C. Standardized Settlement Terms the Division Will Recommend

To the extent an entity meets the requirements of the MCDC Initiative and the Division decides to recommend enforcement action against the entity ("eligible issuer" or "eligible underwriter"), the Division will recommend that the Commission accept a settlement which includes the terms described below.⁵

1. Types of Proceedings and Nature of Charges

For eligible issuers, the Division will recommend that the Commission accept a settlement pursuant to which the issuer consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act for violation(s) of Section 17(a)(2) of the Securities Act.⁶ The Division will recommend a settlement in which the issuer neither admits nor denies the findings of the Commission.

For eligible underwriters, the Division will recommend that the Commission accept a settlement pursuant to which the underwriter consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act and administrative proceedings under Section 15(b) of the Exchange Act for violation(s) of Section 17(a)(2) of the Securities Act. The Division will recommend a settlement in which the underwriter neither admits nor denies the findings of the Commission.

2. Undertakings

For eligible issuers, the settlement to be recommended by the Division must include undertakings by the issuers. Specifically, as part of the settlement, the issuer must undertake to:

- establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings;
- comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved;
- disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and
- provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

For eligible underwriters, the settlement to be recommended by the Division must include undertakings by the underwriters. Specifically, as part of the settlement, the underwriter must undertake to:

- retain an independent consultant, not unacceptable to the Commission staff, to conduct a compliance review and, within 180 days of the institution of proceedings, provide recommendations to the underwriter regarding the underwriter's municipal underwriting due diligence process and procedures;
- within 90 days of the independent consultant's recommendations, take reasonable steps to enact such recommendations; provided that the underwriter make seek approval from the Commission staff to not adopt recommendations that the underwriter can demonstrate to be unduly burdensome;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved; and
- provide the Commission staff with a compliance certifications regarding the applicable undertakings by the Underwriter on the one year anniversary of the date of institution of the proceedings.

3. *Civil Penalties*

For eligible issuers, the Division will recommend that the Commission accept a settlement in which there is no payment of any civil penalty by the issuer.

For eligible underwriters, the Division will recommend that the Commission accept a settlement in which the underwriter consents to an order requiring payment of a civil penalty as described below:

- For offerings of \$30 million or less, the underwriter will be required to pay a civil penalty of \$20,000 per offering containing a materially false statement;
- For offerings of more than \$30 million, the underwriter will be required to pay a civil penalty of \$60,000 per offering containing a materially false statement;
- However, no underwriter will be required to pay a total amount of civil penalties under the MCDC Initiative greater than the following:
 - For an underwriter with total revenue over \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$500,000;
 - For an underwriter with total revenue between \$20 million and \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$250,000; and
 - For an underwriter with total revenue below \$20 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$100,000.

D. No Assurances Offered with Respect to Individual Liability

The MCDC Initiative covers only eligible issuers and underwriters. The Division provides no assurance that individuals associated with those entities, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities laws. The Division may recommend enforcement action against such individuals and may seek remedies beyond those available through the MCDC Initiative. Assessing whether to recommend enforcement action against an individual for violations of the federal securities laws necessarily involves a case-by-case assessment of specific facts and circumstances, including evidence regarding the level of intent and other factors such as cooperation by the individual.

E. No Assurances for Entities That Do Not Take Advantage of MCDC Initiative

For issuers and underwriters that would be eligible for the terms of the MCDC initiative but that do not self-report pursuant to the terms of the MCDC Initiative, the Division offers no assurances that it will recommend the above terms in any subsequent enforcement recommendation. As noted above, assessing whether to recommend enforcement action necessarily involves a case-by-case assessment of specific facts and circumstances, but entities are cautioned that enforcement actions outside of the MCDC initiative could result in the Division or the Commission seeking remedies beyond those described in the initiative. For issuers, the Division will likely recommend and seek financial sanctions. For underwriters, the Division will likely recommend and seek financial sanctions in amounts greater than those available pursuant to the MCDC Initiative.

Questions regarding the MCDC Initiative may be directed to MCDCInquiries@sec.gov.

¹ Recommendations by the Division to the Commission are subject to approval by the Commission.

² The issuers' agreement to make such disclosures is memorialized in a written undertaking frequently called a Continuing Disclosure Agreement. The Continuing Disclosure Agreement requires that issuer to file annual financial information and notices of certain material events with the Electronic Municipal Market Access, or EMMA, an electronic information repository system maintained by the Municipal Securities Rulemaking Board (MSRB), which is accessible to all investors on the internet.

³ *In the Matter of West Clark Community Schools*, AP File No. 3-15391 (July 29, 2013); *In the Matter of City Securities Corporation and Randy G. Ruhl*, AP File No. 3-15390 (July 29, 2013).

⁴ See "Municipal Securities Disclosure," Securities Exchange Act Release No. 34961 (November 10, 1994), 59 FR 59590, *supra* notes 50-54 (November 17, 1994). See also "Amendments to Municipal Securities Disclosure," Securities Exchange Act Release No. 34-62184A (May 26, 2010), 75 FR 331100, *supra* n. 348-362 (June 10, 2010).

⁵ The standardized settlement terms of the MCDC Initiative are only applicable to inaccurate statements concerning compliance with continuing disclosure obligations. The MCDC Initiative and the standardized settlement terms are not applicable to other material misstatements in final official statements or related communications or other misconduct. Any other potential misconduct is subject to investigation and separate enforcement action, if appropriate. If enforcement action is taken, entities may be subject to additional remedies for that misconduct, including additional financial sanctions.

⁶ Violations of Section 17(a)(2) require a finding of negligent conduct.

EXHIBIT B

LFN 2014-9

July 23, 2014

Local Finance Notice

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Richard E. Constable, III
Commissioner

Thomas H. Neff
Director

Contact information

Director's Office
V. 609.292.6613
F. 609.292.9073

Local Government Research
V. 609.292.6110
F. 609.292.9073

**Financial Regulation
and Assistance**
V. 609.292.4806
F. 609.984.7388

Local Finance Board
V. 609.292.0479
F. 609.633.6243

Local Management Services
V. 609.292.7842
F. 609.633.6243

Authority Regulation
V. 609.984.0132
F. 609.984.7388

Mail and Delivery
101 South Broad St.
PO Box 803
Trenton, New Jersey
08625-0803

Web:
www.nj.gov/divisions/dca/dlgs
E-mail: dlgs@dca.state.nj.us

Distribution

Chief Financial Officers
Municipal Clerks
Freeholder Board Clerks
Authority Officials
Auditors

Secondary Bond Market Continuing Disclosure Commitments

This Notice is intended to give fair warning to local government officials, including Certified Municipal Finance Officers and comparable staff of authorities and other local governments, that there will be consequences for failing to have identified past noncompliance (where applicable) with continuing financial disclosure requirements related to outstanding bonds and other securities and determining by September 10, 2014 whether to take advantage of a compliance initiative offered by the Securities Exchange Commission's (SEC). While this notice is important for all local governments that have outstanding bonds, bond anticipation notes, and other securities, it is critically important where local governments anticipate a need to access financial markets in the near future - as with the need to "roll over" Bond Anticipation Notes or to issue bonds.

Continuing disclosure requirements are indirectly required pursuant to federal law. The CFO, or another local official, was generally required in one or more documents authorizing the issuance of debt (commonly called "Continuing Disclosure Agreements") to annually, or more frequently, publicly disclose certain information. Consequences of failing to live up to requirements will likely include future difficulty accessing credit markets. Consequences could include, among other things: (1) enforcement actions being brought by the SEC that will result in more severe penalties otherwise available pursuant to "the SEC's "Municipalities Continuing Disclosure Cooperation Initiative" (see below for discussion); (2) denial or deferral of applications made to the Local Finance Board or Director of the Division for various approvals; (3) actions against State licensures in the event of fraudulent attestations of compliance; and/or (4) decreased scores on future "Best Practices Questionnaires" (which will contain questions as to past compliance) that could trigger a withholding of a portion of State Aid.

It is important that you read this notice in its entirety and consult your public finance professionals so you understand your continuing disclosure obligations and what must be done to achieve compliance.

Local government access to capital is critical for advancing needed local infrastructure projects and meeting local cash flow needs. As a condition of providing access to capital in the form of debt, the financial community - at the time of buying debt and while debt remains outstanding - expects to be kept abreast of key financial information that could impact the value of securities in the secondary market. Legally, local governments have an obligation to provide certain information. They are obligated under federal law to issue certain information at the time of issuing new debt, and they are frequently contractually obligated to continue providing certain information while their debt remains outstanding.

Recently, the SEC and the financial community have focused attention on what is alleged to be a widespread failure of local government issuers across the nation to meet their continuing disclosure obligations. They maintain that local government issuers of debt frequently fail to meet their continuing disclosure obligations and misrepresent (sometimes innocently or inadvertently and other times fraudulently) their past compliance when issuing new debt.

Earlier this year, the SEC adopted a program to encourage local government issuers to self-identify past noncompliance and improve timely continuing disclosure in the future. Their program, known as the "Municipalities Continuing Disclosure Cooperation Initiative" essentially establishes lesser enforcement actions provided local government issuers (and others) self-identify past noncompliance and agree to a plan designed to prevent future noncompliance. You can read more about this program by visiting: <http://www.sec.gov/divisions/enforce/municipalities-continuing-disclosure-cooperation-initiative.shtml>). It is strongly recommended that local government officials proactively take steps to self-identify their own levels of compliance with Continuing Disclosure Agreements if they have outstanding debt and consult their public finance officials during this process to, among other things, determine if it is advisable to participate in the SEC's program.

The private marketplace is also taking steps to improve disclosure by more closely reviewing past compliance and, as appropriate, refraining from underwriting or buying new debt unless compliance has been achieved. It is critically important that local governments anticipating a need to access financial markets conduct a self-assessment of past continuing disclosure compliance and correct deficiencies. Failure to do so could bar, or delay, access to capital markets.

As part of your self-assessment, it is recommended that you first identify your continuing disclosure contractual obligations with respect to past issuances of debt while it remained (or remains) outstanding. These obligations generally include filing audits, budgets, and certain operating data with various depositories.

Continuing Disclosure Agreements generally specify what information must be filed and where it must be filed. It is critically important that each local government understand the commitments it has made and live up to them. However, the Division recommends, as a best practice, that local governments with continuing disclosure requirements file the following information through the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access (EMMA) website (www.emma.msrb.org) in addition to any information they had previously agreed to provide:

- a) As soon as available: The issuer's Annual Financial Statement -- or a variation thereof where an Annual Financial Statement is not statutorily required; and
- b) As soon as available: The Issuer's Audited Financial Statements; and
- c) As soon as available: The Issuer's adopted budgets; and
- d) Within 180 days of the end of the fiscal year: Annual Operating Data, consisting of:
 - (i) Debt Statistics
 - (ii) Property Tax Information and tax statistics where the issuer relies on property tax collections as a major source of revenue;
 - Net Assessed Valuation
 - Real Property Classifications
 - Ratio of Assessed Valuation to True Value
 - Percentage of Collection
 - Delinquent Tax and Tax Title Lien Information
 - Property Acquired By Tax Title Lien Liquidation
 - Tax Rates
 - Tax Levies
 - Largest Taxpayers
 - (iii) Other major revenue data and statistics where the issuer relies on revenues other than property tax collections;
 - Sewer and water billings;
 - Parking rents and collections;
 - Etc.
 - (iv) Capital Budget
 - (v) New Construction Permits
- e) Within 10 business days of the occurrence of any material events consisting of the following:
 - (i) Principal and interest payment delinquencies;
 - (ii) Non-payment related defaults, if material;
 - (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (v) Substitution of credit or liquidity providers, or their failure to perform;
 - (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - (vii) Modifications to rights of security holders, if material;
 - (viii) Bond calls, if material, and tender offers;
 - (ix) Defeasances;
 - (x) Release, substitution, or sale of property securing repayment of the Securities, if material;
 - (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- f) Any and all additional or other information or documents required by the specific continuing disclosure obligations of such Issuer, for any particular series of Securities outstanding.

You should also ensure that past official statements -- or similar documents issued with respect to new issuances of debt -- have accurately reported your past compliance with continuing disclosure requirements.

While not required, the Chief Financial Officer is encouraged to seek the assistance of an experienced professional to assist or undertake such self-assessment.

As a final matter, the Division will be drafting a proposed Local Finance Notice -- or other appropriate action -- to require: (1) CFOs to attest as part of budget submissions to the Division that appropriate steps are being taken to ensure compliance with continuing disclosure requirements; and (2) auditors to treat non-compliance with continuing disclosure requirements as an instance of non-compliance with prevailing laws, statutes, regulations, contracts and agreements that is required to be reported under *Government Auditing Standards*.

Approved: Thomas H. Neff, Director

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

City Clerk File No. Res. 14.754

Agenda No. 10.F

Approved: NOV 25 2014



TITLE: **RESOLUTION PROVIDING FOR THE FORM AND OTHER DETAILS OF THE OFFERING OF \$34,714,000 GENERAL IMPROVEMENT BONDS, SERIES 2014 OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The \$34,714,000 aggregate principal amount of General Improvement Bonds, Series 2014 of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), authorized pursuant to a bond ordinance duly adopted by the City Council on November 12, 2014, approved and published as required by law, and referred to and described in this resolution adopted by the City Council pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.*, as amended and supplemented (the "Local Bond Law") on November 25, 2014, shall be issued and designated as General Improvement Bonds, Series 2014 of the City (hereinafter the "General Improvement Bonds"). The General Improvement Bonds shall mature in the principal amounts on December 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2015	\$2,290,000	2022	\$2,705,000
2016	2,265,000	2023	2,815,000
2017	2,315,000	2024	2,930,000
2018	2,380,000	2025	3,045,000
2019	2,455,000	2026	3,140,000
2020	2,525,000	2027	3,244,000
2021	2,605,000		

The General Improvement Bonds are subject to redemption prior to their stated maturities in accordance with the terms provided in the Notice of Sale authorized herein and attached hereto as Exhibit B (the "Notice of Sale"). The General Improvement Bonds shall be thirteen (13) in number, unless the purchaser shall structure a portion of the serial maturities as one or more term bonds in accordance with the Local Bond Law and the Notice of Sale, with one bond certificate being issued for each year of maturity, and shall be designated and numbered GI-1 to GI-13, inclusive.

Section 2. The General Improvement Bonds are sometimes referred to hereinafter as the "Bonds".

Section 3. The Bonds will be issued in fully registered book-entry only form, without coupons. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository") for the Bonds. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any integral multiple thereof or any integral multiple of \$1,000 in excess thereof, through book entries made on the books and records of DTC and its participants. The Bonds will be dated the date of delivery and shall bear interest from the date of delivery, which interest shall be payable semiannually on the first (1st) day of June and December

TITLE:

of each year (each an "Interest Payment Date"), until maturity or prior redemption, commencing June 1, 2015, at such rate or rates of interest per annum as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the City, or some other paying agent as the City may designate and appoint, on the maturity dates and due dates and will be credited on the maturity dates and due dates to the participants of DTC as listed on the records of DTC as of each May 15 and November 15 preceding an Interest Payment Date (the "Record Dates"). The Bonds shall be executed by the manual or facsimile signatures of the Mayor or Acting Mayor and Chief Financial Officer of the City under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested to by the manual signature of the Clerk of the City. The following matters are hereby determined with respect to the Bonds:

Date of Bonds	Date of Delivery
Principal Payment Dates:	December 1, 2015 and each December 1 thereafter until maturity or prior redemption
Interest Payment Dates:	Semiannually on each June 1 and December 1 until maturity or prior redemption, commencing June 1, 2015
Place of Payment:	Cede & Co., New York, New York

Section 4. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the City to market the Bonds in accordance with the requirements of DTC, upon advice of Bond Counsel (as hereinafter defined).

Section 5. The Bonds shall be sold upon receipt of electronic proposals on Thursday, December 11, 2014 at 11:00 a.m. by the Chief Financial Officer of the City via the Parity Electronic Bid Submission System website ("PARITY"), in accordance with the Notice of Sale authorized herein. The use of the services provided by PARITY and the fees associated therewith are hereby approved. Archer & Greiner P.C., Red Bank, New Jersey ("Bond Counsel"), on behalf of the City Clerk, is hereby authorized and directed to arrange for (i) the publication of a summary of such Notice of Sale to be published not less than seven (7) days prior to the date of sale in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, (ii) the publication of the full text of such Notice of Sale in the Home News Tribune, such Notice of Sale to be published not less than seven (7) days prior to the date of sale, and (iii) the posting of the full text of the Notice of Sale on the website provided by or for PARITY, and any of the aforesaid actions of Bond Counsel undertaken heretofore are hereby ratified and confirmed. Pursuant to N.J.S.A. 40A:2-34, the City hereby designates the Chief Financial Officer of the City as the financial officer authorized to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to the City Council at its regularly scheduled meeting thereafter. The Chief Financial Officer is hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds.

Section 6. The Notice of Sale shall be substantially in the form set forth in Exhibit B attached hereto with such additions, deletions and omissions as may be necessary for the Chief Financial Officer to market the Bonds, upon advice of Bond Counsel to the City.

TITLE:

Section 7. The Bonds shall have affixed thereto a copy of the written opinion with respect to such Bonds that is to be rendered by Bond Counsel. The Clerk of the City is hereby authorized and directed to file a signed duplicate of such written opinion in the office of the Clerk of the City.

Section 8. Bond Counsel is hereby authorized and directed as applicable, to arrange for the printing of the Bonds and for the printing and electronic posting of the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined), and any and all fees associated therewith, and any such actions undertaken heretofore are hereby ratified and confirmed. The Preliminary Official Statement and the Official Statement are hereby authorized, *nunc pro tunc*, to be prepared by Bond Counsel, Donohue, Gironda & Doria, Bayonne, New Jersey, auditor to the City (the "Auditor"), NW Financial Group, LLC, Hoboken, New Jersey (the "Financial Advisor") and other City officials, and any such actions undertaken heretofore are hereby ratified and confirmed. Bond Counsel and the Financial Advisor are each authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the City to those financial institutions that customarily submit bids for such Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. The Mayor or Acting Mayor of the City and the Chief Financial Officer are each authorized and directed to execute and deliver any certificates necessary in connection with the distribution of the Preliminary Official Statement and the Official Statement. Bond Counsel, the Financial Advisor and the Auditor are further authorized and directed, *nunc pro tunc*, to obtain ratings on the Bonds and to prepare and submit financial and other information on the City to each rating agency and the preparation and submission of any such application is hereby ratified and confirmed.

Section 9. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code"), to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 10. The City is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 11. In the event DTC may determine to discontinue providing its services with respect to the Bonds or is removed by the City and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 or any integral multiple thereof or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bond. The City shall be obligated to provide for the execution and delivery of the Registered Bond in certified form.

Section 12. The Chief Financial Officer is hereby authorized and directed to "deem final" the Official Statement (the "Official Statement") prepared with respect to the issuance of the Bonds and pursuant to the provisions of the Rule (as hereinafter defined) and to execute a certificate regarding same, and any such actions undertaken heretofore are hereby ratified and confirmed. The Chief Financial Officer is hereby authorized and directed to authorize and approve the use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement") in connection with the offering and sale of the Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. Upon the sale of the Bonds, the Preliminary Official Statement shall be modified, in consultation with Bond Counsel, the Financial Advisor and the Auditor, to reflect the effect of the sale of the Bonds and said modified Preliminary Official Statement

TITLE:

shall constitute the final Official Statement (the "Final Official Statement"). The Chief Financial Officer is hereby authorized and directed to execute and deliver the Final Official Statement to the purchaser of the Bonds in accordance with the provisions of the Rule, for its use in the sale, resale and distribution of the Bonds, where and if applicable.

Section 13. The final Official Statement to be dated on or about December 11, 2014 (the "Final Official Statement"), prepared with respect to the issuance of the Bonds, is hereby authorized to be executed on behalf of the City by the Chief Financial Officer of the City, and delivered to the respective purchaser of the Bonds for their respective use in connection with the sale, resale and distribution of the Bonds, where and if applicable. The Chief Financial Officer of the City and the Mayor or Acting Mayor of the City are further hereby authorized and directed to deliver any certificates necessary in connection with the distribution of the Official Statement.

Section 14. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the respective Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the City to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provisions of Rule 15c2-12, as amended and supplemented (the "Rule"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Chief Financial Officer of the City is hereby authorized and directed to execute and deliver the Certificate to the purchaser of the Bonds, evidencing the City's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the City to comply with the Certificate shall not be considered a default on the Bonds, as applicable; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the City to comply with its obligations hereunder and thereunder.

Section 15. The Chief Financial Officer of the City is hereby authorized and directed to sell the aforesaid Bonds and to determine all matters in connection with the Bonds (including adjusting the maturity schedule or any other matters set forth in this resolution that are deemed necessary and advisable to change by the Chief Financial Officer, prior to the sale or closing of the Bonds, all in consultation with Bond Counsel, the Financial Advisor and the Auditor), and the manual or facsimile signature of the Chief Financial Officer of the City upon any documents shall be conclusive as to all such determinations. The Mayor or Acting Mayor, the Chief Financial Officer, the Clerk of the City and any other City Official or professional, including but not limited to Bond Counsel, the Financial Advisor, the Auditor, the City Engineer and the City Corporation Counsel (collectively, the "City Officials"), are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Bonds, and to take such actions or refrain from such actions as are necessary for the issuance of the Bonds and all such actions or inactions taken by the aforesaid City Officials heretofore are hereby ratified and confirmed.

Section 16. The City applied to the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs and received approval on November 12, 2014 to utilize the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1, *et seq.*, as amended and supplemented (the "Municipal Qualified Bond Act"), for the Bonds. The City may or may not utilize the Municipal Qualified Bond Act for the Bonds and the City's Chief Financial Officer is hereby authorized and directed to determine, based upon market conditions, whether to utilize or not utilize the Municipal Qualified Bond Act for the Bonds, upon advice of Bond Counsel and the Financial Advisor, and the manual or facsimile signature of the Chief Financial Officer of the City upon any documents shall be conclusive as such determination.

Section 17. This resolution shall take effect immediately.

City Clerk File No. Res. 14.754
Agenda No. 10.F NOV 25 2014

TITLE:

RESOLUTION PROVIDING FOR THE FORM AND OTHER DETAILS OF THE OFFERING OF \$34,714,000 GENERAL IMPROVEMENT BONDS, SERIES 2014 OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 PROVIDING FOR THE FORM AND OTHER DETAILS OF THE OFFERING OF \$34,714,000 GENERAL IMPROVEMENT BONDS, SERIES 2014 OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO

Initiator

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

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

Resolution Purpose

This resolution allows the CFO to sell general improvement bonds on behalf of the City and also specifies the form of these bonds. The bonds are for general capital projects that were approved as per Ordinance 14.131.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

11/17/14
Date

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON
CITY OF JERSEY CITY**

GENERAL IMPROVEMENT BOND, SERIES 2014

NUMBER GI-_____

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
December 23, 2014	December 1, _____	_____ %	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: _____ Dollars
(\$ _____)

The CITY OF JERSEY CITY, a body politic and corporate of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as Securities Depository (the "Securities Depository"), on the Maturity Date specified above, the Principal Sum specified above, and to pay interest on such sum from the Date of Original Issue of this Bond at the Rate of Interest Per Annum specified above semiannually on the first day of June and December (each an "Interest Payment Date") in each year until maturity or prior redemption, commencing June 1, 2015. Principal of and interest on this Bond will be paid to the Securities Depository by the City, or a duly designated paying agent, and will be credited to the participants of DTC as listed on the records of DTC as of the fifteenth day of May and November preceding each Interest Payment Date (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds maturing prior to December 1, 2025 are not subject to redemption prior to their stated maturities. The Bonds maturing on or after December 1, 2025 are redeemable at the option of the City, in whole or in part, on any date on or after December 1, 2024, upon notice as required herein, at one hundred percent (100%) of the

principal amount being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

A notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the City. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented, a bond ordinance duly adopted by the City Council on November 12, 2014, approved and published as required by law, entitled, "BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY"), PROVIDING FOR VARIOUS 2014 CAPITAL IMPROVEMENTS BY AND IN THE CITY AND APPROPRIATING \$36,450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$34,714,280 IN BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF" and a resolution duly adopted by the City Council of the City of Jersey City on November 25, 2014, entitled, "RESOLUTION PROVIDING FOR THE FORM AND OTHER DETAILS OF THE OFFERING OF \$34,714,000 GENERAL IMPROVEMENT BONDS, SERIES 2014 OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO".

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the City of Jersey City, in the County of Hudson, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor or Acting Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

ATTEST:

CITY OF JERSEY CITY

By: _____
ROBERT BYRNE,
City Clerk

By: _____
STEVEN M. FULOP,
Mayor

By: _____
DONNA MAUER,
Chief Financial Officer

EXHIBIT B

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

**NOTICE OF SALE
\$34,714,000 GENERAL IMPROVEMENT BONDS, SERIES 2014**

**BOOK-ENTRY ONLY
CALLABLE**

SUMMARY

ISSUER: City of Jersey City, in the County of Hudson, State of New Jersey.

PAR AMOUNT: \$34,714,000 General Improvement Bonds, Series 2014.

SECURITY: General Obligations of the City.

TAX EXEMPT: Yes

RATINGS: Moody's – Expected

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid Submission System ("PARITY") (See Bidding Details herein).

AUCTION AGENT: PARITY

BID/AWARD DATE: December 11, 2014 until 11:00 a.m., prevailing New Jersey time, at which time they will be publicly opened, received and announced. Award by 3:00 p.m., prevailing New Jersey time.

DATED DATE: Date of Delivery.

DELIVERY DATE: On or about December 23, 2014.

INTEREST PAYMENT DATES: June 1 and December 1, commencing June 1, 2015.

CALL DATE: December 1, 2024

MINIMUM BID: \$34,714,000 (Par); the Bonds will be sold on the basis of the combined maturity schedule set forth herein.

BID SECURITY: Good Faith Check or wire transfer in the amount of \$694,280 received by the City prior to bidding or a Financial Surety Bond as provided in this Notice.

BASIS OF AWARD: True interest Cost

OFFERING STATEMENT: Preliminary Official Statement available at www.i-dealprospectus.com.

NOTICE

NOTICE IS HEREBY GIVEN that electronic proposals will be received by the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") for the purchase of the City's \$34,714,000 aggregate principal amount of General Improvement Bonds, Series 2014 (the "Bonds"). All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid Submission System" (PARITY) prior to 11:00 a.m., prevailing New Jersey time on December 11, 2014. To bid, Bidders (as defined below) must have submitted a good faith check, wire transfer or Financial Surety Bond, if available, payable to the City, in the amount of \$694,280 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).

Preliminary and Final Official Statement

The City's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.mcelweequinn.com. In addition, broker dealers registered with the Financial Industry Regulatory Authority, Inc., ("FINRA") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to December 11, 2014, elect to receive a photocopy of the POS in the mail by calling the City's bond counsel, Archer & Greiner P.C. ("Bond Counsel"), Riverview Plaza, 10 Highway 35, Red Bank, New Jersey 07701 to the attention of John M. Cantalupo, Esq. (telephone number 732-268-8009 and e-mail jcantalupo@archerlaw.com). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the City to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The City, at its expense, will make available to the winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of bonds offered for sale. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the City, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder of the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each June 1 and December 1 (each an "Interest Payment Date"), commencing June 1, 2015, in each year until maturity or prior redemption, as applicable, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each May 15 and November 15 preceding each Interest Payment Date for the Bonds (the "Record Dates").

Principal Amortization

The Bonds will consist of serial bonds maturing on December 1 in each year, commencing with 2015, as indicated on the maturity schedules set forth below, except as otherwise may be determined if the "Term Bond Option" is selected as set forth herein. The principal amounts of each serial maturity shall be as set forth below, subject to the applicable limitations set forth herein under "Term Bond Option."

The Bonds shall mature on December 1 as set forth in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2015	\$2,290,000	2022	\$2,705,000
2016	2,265,000	2023	2,815,000
2017	2,315,000	2024	2,930,000
2018	2,380,000	2025	3,045,000
2019	2,455,000	2026	3,140,000
2020	2,525,000	2027	3,244,000
2021	2,605,000		

Book-Entry Only

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds of each series maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing their interests in the Bonds. Individual purchases may be made in the principal amount of \$1,000 or any integral multiple thereof (with a minimum of \$5,000), through book entries made on the books and records of DTC and its participants. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

Redemption Provisions

The Bonds of this issue maturing prior to December 1, 2025 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after December 1, 2025 are subject to redemption at the option of the City, in whole or in part, on any date on or after December 1, 2024, upon notice as required herein at one hundred percent (100%) of the principal amount being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the City; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Term Bond Option

Bidders may elect to structure the issue to include term bonds (the "Term Bond Option"), which term bonds, if selected by the Bidder, will be subject to mandatory redemption prior to maturity, in the years and amounts shown above as serial maturities, upon payment of one hundred percent (100%) of the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for such mandatory redemption of such amounts. If the Bonds are awarded and no term bonds are designated in the Winning Bid (as defined herein), the Bonds will mature serially as shown in the preceding schedules.

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the City's Financial Advisor, Bryan Morris of NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030 at (201) 656-0115 or at bmorris@nwfinancial.com or PARITY at (212) 404-8102. The City may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that: the City may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Bonds

and any other information included in such transmission) as the official "Proposal for Bonds" executed by a duly authorized signatory of the bidder. If the bid submitted electronically via PARITY is accepted by the City, the terms of the bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the bidder.

The City may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, no later than 3:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically via PARITY to the City, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds" electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor PARITY shall have any duty or obligation to provide or assure to any bidder, and neither the City nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The City is using PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the City harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

The City may, in its sole discretion and prior to the electronic receipt of proposals, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 3:00 p.m. (prevailing New Jersey time) on the last business day prior to the Bid Date.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE MATURITY SCHEDULE SET FORTH ABOVE. ALL BIDDERS SUBMITTING PROPOSALS MUST BID ON ALL OF THE BONDS.**
- (2) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK, WIRE OR A FINANCIAL SURETY BOND IN THE AMOUNT OF \$694,280 PAYABLE TO THE CITY PRIOR TO THE TIME FOR SUBMISSION OF BIDS AT THE FOLLOWING ADDRESS:**

**Donna L. Mauer
City of Jersey City
Chief Financial Officer
280 Grove Street
Jersey City, New Jersey 07302**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE CITY.

- (3) All Bids must be submitted via PARITY. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (4) All Bids for the Bonds must be submitted on an AON basis.
- (5) No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest True Interest Cost to the City under any legally acceptable Bid.
- (6) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). Not more than one rate of interest may be named for the Bonds of the same maturity. There is no limitation on the number of rates of interest that may be named. The difference between the lowest and highest rates named in the proposal for the Bonds shall not exceed three percentum (3%). Each proposal submitted must state the purchase price, which must be not less than the par amount of the Bonds to be delivered plus any premium. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest True Interest Cost. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the City under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.
- (7) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (8) The Winning Bidder shall be obligated to furnish to the City within forty-eight (48) hours prior to the date of delivery of the Bonds a certificate satisfactory to Bond Counsel to the City to the effect that: (i) each maturity of the Bonds has been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price set forth in such certificate; (ii) ten percent (10%) or more in par amount of the Bonds of each maturity were sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price for such maturity set forth in such certificate; and (iii) at the time the Winning Bidder submitted its bid to the City, based upon then prevailing market conditions, the Winning Bidder had no reason to believe that any maturity of the Bonds would be sold to the public (excluding bond houses, brokers or similar

persons or organizations acting in the capacity of underwriters or wholesalers) at a price greater than the initial public offering price for that maturity, or that the fair market of any maturity of the Bonds would be in excess of the initial public offering price for that maturity. Such certificate shall state that it is made to the best knowledge, information and belief of the Winning Bidder.

- (9) Within 30 minutes of the award of the bonds, the City must receive from the Winning Bidder an email or telecopy (an "Initial Public Offering Price/Yield Telecopy") stating the prices and yields at which such successful bidder intends that each stated maturity of the bonds shall initially be offered to the public, which for this purpose excludes bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers (the "Initial Public Offering Yields/Prices"). The successful bidder shall make a bona fide initial public offering of the bonds at the Initial Public Offering Yields/Prices stated in their Initial Public Offering Price/Yield Telecopy.

Definitions

- "Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.
- "Bidder" any firm registered and approved for participation in sale.
- "True interest Cost" computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding accrued interest to the delivery date. The True Interest Cost serves as the basis for awarding bonds to Winning Bidders.
- "Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True interest Cost ("TIC") that is acceptable to the City.

Bid Procedure and Basis of Award

Subject to the right reserved by the City to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid complies with the Notice of Sale and produces the lowest TIC for the City based upon the maturity schedule set forth in the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the date of the sale, and if accepted by the City, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the City will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified, treasurer's or cashier's check, wire transfer or a Financial Surety Bond, if available, in the amount of \$694,280 payable to the order of the City, is required for each Bid to be considered. Wire instructions can be obtained by contacting Donna L. Mauer, the Chief Financial Officer, at (201) 547-5042 or DonnaM@jcnj.org or Bryan Morris of NW Financial Group, LLC at (201) 656-0115 or email at bmorris@nwfinancial.com, or John M. Cantalupo of Archer & Greiner P.C., the City's Bond Counsel at (732) 268-8009 OR jcantalupo@archerlaw.com, and such wire must be received and confirmed by the City prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer's or cashier's check and must be provided to the City no later than by 11:00 a.m. on the Bid Date. Each bidder accepts responsibility for delivering such check on time and the City is not responsible for any check that is not received on time. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services of New Jersey (the "Director") and such bond must be submitted to the City prior to the opening of the Bids at the address referred to above. At present, the Director has approved the use of SureBid, a division of Assured Guaranty Municipal Corp. Use of any other Financial Surety Bond must be approved by the Director prior to the bid and will not be accepted by the City unless evidence of such approval is provided prior to the bid. The Financial Surety Bond must identify the bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond or by wire transfer, then that purchaser (the "Purchaser") is required to submit its Deposit to the City by wire transfer as instructed by the City not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the City. Award of the Bonds to the successful Bidder or rejection of all Bids is expected to be made within two hours after opening of the bids, but such successful Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the City at closing.

Right to Reject Bids; Waive Irregularities

The City reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Information Required from the Winning Bidder

By making a bid for the Bonds, the winning bidder(s) agrees: (a) to provide to the City, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid, as appropriate, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the final Official Statement or by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Official Statement; (c) to promptly file a copy of the final Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"); and (d) to take any and all other actions necessary to comply with

applicable Securities and Exchange Commission and MSRB rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

Delivery of the Bonds

The Bonds will be delivered on or about December 23, 2014 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing papers, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Code necessary to preserve tax exemption, (3) a certificate signed by the City relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the City with respect thereto.

CUSIP Identification Numbers

CUSIP Identification Numbers will be applied for with respect to the Bonds. Obtaining such CUSIP Identification Numbers and the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder of the Bonds. The City will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Winning Bidder thereof to accept delivery of and make payment for the Bonds.

Legal Opinion

The approving opinion of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the City, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds, to the effect that the Bonds are valid and legally binding obligations of the City, that all the taxable property therein will be subject to the levy of *ad valorem* taxes to pay the Bonds and the interest thereon without limitation as to rate or amount and that interest on the Bonds is not includable as gross income under current law if the City complies with all conditions subsequent contained in the Code, except to the extent that interest on the Bonds held by a corporate taxpayer is included in the income computation for calculation of the corporate alternative minimum tax, and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

Postponement

The City reserves the right to postpone, upon not less than 24 hours notice, the date and time established for receipt of Bids. ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE. If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via TM3, or any other available means, at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.i-dealprospectus.com at the time the sale date and time are announced.

Termination

The Winning Bidder at its option may refuse to accept the Bonds if prior to their delivery any change in any income tax law of the United States of America, shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the deposit made by such Winning Bidder shall be returned and such bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

Maturity Schedule Adjustment By The City

The Chief Financial Officer of the City may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Bonds, adjust the maturity schedule of the Bonds in increments of \$5,000, provided, however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the ordinance(s) authorizing the issuance of the Bonds. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED VIA TM3. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the City as stated herein. The City shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.

Successful Bidder ELEC Filing

The successful bidder is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder enters into agreements or contracts, such as its agreement to purchase the Bonds, with a public entity, such as the City and receives compensation or fees in excess of \$50,000 in the aggregate from public entities, such as the City, in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of

financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the City. The Notice of Sale and the POS may be viewed at www.i-dealprospectus.com. Printed copies of the POS and the Notice of Sale may be obtained from the Financial Advisor or Bond Counsel at the contact information set forth below. For additional information relating to the sale please contact PARITY at (212) 404-8102 or the City's Financial Advisor, Bryan Morris of NW Financial Group, LLC by telephone at (201) 656-0115 or email at bmorris@nwfinancial.com. Additional information relating to the financing of the City can be obtained by contacting the undersigned Chief Financial Officer at (201) 547-5042; the City's Financial Advisor, Bryan Morris, NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030, or by telephone at (201) 656-0115 or email at bmorris@nwfinancial.com; or the City's Bond Counsel, John M. Cantalupo, Esq., Archer & Greiner P.C., Riverview Plaza, 10 Highway 35, Red Bank, New Jersey 07701, or by telephone at (732) 268-8009 or email at jcantalupo@archerlaw.com.

/s/ Donna L. Mauer
Donna L. Mauer
Chief Financial Officer
City of Jersey City, in the County of Hudson
State of New Jersey

Dated: December 3, 2014

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

City Clerk File No. Res. 14.755

Agenda No. 10.6

Approved: NOV 25 2014



TITLE:

RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2015.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of July, August and December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) All regular and special meetings of the Council shall be held in the Council Chamber on the second floor of the City Hall of the City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (e) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any particular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et seq.

TITLE:

RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2015

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2015:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2015	
Caucuses - Mondays - 5:30 p.m. (unless otherwise designated)	Meetings - Wednesdays - 6:00 p.m. (unless otherwise designated)
January 12 January 26	January 05 - 6:00 p.m. January 14 January 28
February 09 February 23	February 10 - TUESDAY February 25
March 09 March 23	March 11 March 25
April 06 April 20	April 08 April 22
May 11 May 26 - TUESDAY	May 13 May 27
June 08 June 22	June 10 June 24
JULY 1 - WEDNESDAY - 5:00 p.m.	
July 13 - 10:00 a.m.	July 15 - 10:00 a.m.
August 17	August 19
September 08 - TUESDAY September 21	September 09 September 24 - THURSDAY
October 13 - TUESDAY October 26	October 14 October 28
November 09 November 23	November 10 - TUESDAY November 24 - TUESDAY
December 14	December 16

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

G:\WPDOCS\RENEE\Resol\caucuses & regular council; mtgs Res2015.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.756
Agenda No. 10.H
Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING A RIGHT OF ENTRY AGREEMENT WITH ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY TO PERFORM CERTAIN SEWER RELATED IMPROVEMENTS ON CITY OWNED PROPERTY ADJACENT TO THE BOONTON RESERVOIR

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City is the owner of certain real property designated on the tax maps of the Township of Boonton, Morris County, New Jersey as Block 79, Lot 19 (the "Property"); and

WHEREAS, the Property is adjacent to the Boonton Reservoir, which is owned by Jersey City (the "Reservoir"); and

WHEREAS, the Rockaway Valley Regional Sewerage Authority ("RVRSA") owns and operates a Trunk Sewer running adjacent to the Reservoir to a sewerage treatment plant administered by the RVRSA; and

WHEREAS, during and as a result of Hurricane Irene, a portion of the Trunk Sewer was damaged causing a spillage of sewerage into the Rockaway River and ultimately the Reservoir, which Reservoir supplies drinking water to Jersey City; and

WHEREAS, in order to permanently remediate the damage, RVRSA must conduct certain construction activities (the "Project"), as further set forth in the attached Right of Entry Agreement (the "Agreement");

WHEREAS, the Project requires that RVRSA and its contractors be granted temporary access over the Property for the purposes of certain improvements referenced in the Agreement; and

WHEREAS, RVRSA requests the City's permission to access a portion of the Property to perform and facilitate the aforementioned work; and

WHEREAS, the City and RVRSA further intend to enter into a separate Permanent Easement Agreement in order to provide RVRSA with permanent access over a portion of the Property, which will be more specifically identified by a metes and bounds description.

WHEREAS, RVRSA agrees to execute the Right of Entry Agreement attached hereto.

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

- 1) RVRSA is authorized to enter onto City property located in the Township of Boonton, Morris County, New Jersey as Block 79, Lot 19 for the purpose of performing the activities described in the Right of Entry Agreement attached hereto; 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

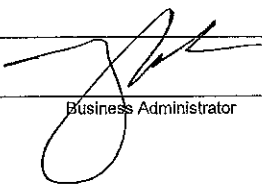
TITLE:

RESOLUTION AUTHORIZING A RIGHT OF ENTRY AGREEMENT WITH ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY TO PERFORM CERTAIN SEWER RELATED IMPROVEMENTS ON CITY OWNED PROPERTY ADJACENT TO THE BOONTON RESERVOIR

- 3) The term of the Right of Entry Agreement shall be for one (1) year effective upon execution of the Right of Entry Agreement by City officials.

BD
11/14/14

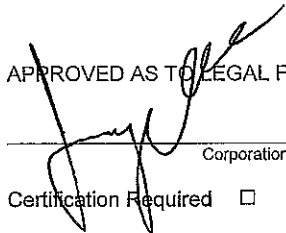
APPROVED: _____



Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 RIGHT OF ENTRY AGREEMENT WITH ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY TO PERFORM CERTAIN SEWER RELATED IMPROVEMENTS ON CITY OWNED PROPERTY ADJACENT TO THE BOONTON RESERVOIR

Initiator

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	jfarrell@icnj.org

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

Resolution Purpose

To provide access to the Rockaway Valley Regional Sewerage Authority to certain real property designated on the tax maps of the Township of Boonton, Morris County, New Jersey as Block 79, Lot 19 so that the RVRSA can remediate a portion of the RVRSA Trunk Sewer damage caused during Hurricane Irene, which damage has resulted in spillage of sewerage into the Rockaway River and ultimately the into the Boonton Reservoir, which Reservoir supplies drinking water to Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (hereinafter "Agreement" or "Right of Entry") is made this ___ day of November, 2014, between **THE CITY OF JERSEY CITY**, having its office at 280 Grove Street, Jersey City, New Jersey 07302(hereinafter "Jersey City" or "Grantor") and the **ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY** (hereinafter "RVRSA" or "Grantee"), having its offices at RD#1, 99 Greenbank Road, Boonton, N.J. 07005. Jersey City and RVRSA be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor is the owner of certain real property designated on the tax maps of the Township of Boonton, Morris County, New Jersey as Block 79, Lot 19 and identified in **Exhibit A**, attached hereto(hereinafter "the Property"); and

WHEREAS, said Property is adjacent to the Boonton Reservoir, which is owned by Jersey City (the "Reservoir"); and

WHEREAS, the RVRSA owns and operates a Trunk Sewer running adjacent to the Reservoir to a sewerage treatment plant administered by the RVRSA; and

WHEREAS, during and as a result of Hurricane Irene, a portion of the Trunk Sewer running adjacent to the Rockaway River (the "Interceptor") was damaged causing a spillage of sewerage into the Rockaway River and ultimately the Reservoir which Reservoir supplies drinking water to Jersey City; and

WHEREAS, in order to temporarily remediate the damage to the Interceptor, the RVRSA has constructed a temporary by-pass line and pumping system that is presently conveying raw sewage to the treatment plant in place of the Interceptor section that was washed out during Hurricane Irene; and

WHEREAS, in order to permanently remediate the damage to the Interceptor, the RVRSA proposes to construct a permanent direct connection to the Interceptor (the "Monroe Street Pumping Station and Force Main and Morris Avenue Gravity Sewer Project" or the "Project");

WHEREAS, the construction of the Project requires that Grantee, and its contractors be granted temporary access over the Property for the purposes of construction, installation, modification, operation, maintenance, replacement, repair, monitoring, restoration, and other similar activities related to a new 12 inch DIP Force Main, a 6' Vortex Drop Manhole and a new Manhole into the existing Interceptor on the Property (the "Improvements"); and

WHEREAS, it is necessary for the Grantee to obtain access to a portion of the Property to perform and facilitate installation of the Improvements; and

WHEREAS, the portions of the Property where the Grantee seeks temporary access for construction of the Project are identified in the delineated area 1 attached hereto and made a part hereof as **Exhibit A**, as may be modified as necessary pursuant to the Agreement; and

WHEREAS, Grantee and Grantor further intend to enter into a separate Permanent Easement Agreement in order to provide Grantee with access over ____ a portion of the Property which will be more specifically identified by a metes and bounds description, for the purpose of the operation, maintenance, replacement, repair, monitoring, restoration, and other similar activities related to the Improvements, and at a price of the value of the Permanent Easement, to be determined based on an appraisal, paid for by Grantee, by a competent and impartial appraiser, agreed to by both parties.

NOW THEREFORE, this Agreement is made and entered into by and between the Grantor, its successors and assigns, and Grantee and its successors and assigns.

THE PARTIES agree to the following terms and conditions:

1. The "whereas" recital clauses stated above are incorporated herein by reference.
2. The Grantor hereby grants Grantee its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and machinery a non-exclusive, non-transferable right to enter on, occupy and use the Temporary Construction Area, for the purpose of conducting any and all necessary acts, studies, testing, preparation, construction and reconstruction only for the purposes set forth in this Agreement, and as described in the Construction Work Plan ("Work Plan") attached hereto as **Exhibit B** and incorporated herein, together with a non-exclusive, non-transferable right to enter on the Property as necessary to gain entry and access to the Temporary Construction Area.
3. Pursuant to this Right of Entry, Grantee may enter on, occupy and use the Temporary Construction Area to perform any and all tasks necessary to conduct the activities consistent with the Work Plan.
4. Grantee shall obtain, maintain and comply with all applicable licenses, permits and approvals required by the appropriate federal, State and local authorities for the use of the Temporary Construction Area in accordance with this Agreement.
5. Grantee shall, at its sole cost and expense, comply with all duly promulgated and applicable federal, State and local laws, ordinances, rules and orders affecting the Temporary Construction Area, or any part thereof, or the use thereof.

6. The size and location of the Temporary Construction Area may only be modified at the request, or with the approval of, Grantor.

7. The Right of Entry conveyed by this Agreement shall become effective as of the date on which the Agreement is executed by Grantor, dated and forwarded to Grantee ("Effective Date").

8. The Right of Entry shall be in effect for one (1) year, or may be superseded by a subsequent Permanent Easement.

9. In the event of an unsafe condition or emergency on the Property, Grantor shall have the right to terminate this Agreement immediately, without any advanced notice. Grantor shall also have the right to immediately terminate this Agreement if or when the insurance that Grantee is required to maintain hereunder expires or lapses.

10. Each Party reserves the right to terminate this Agreement for any material default of the other Party's obligations under this Agreement upon written notice to such Party of not less than thirty (30) days ("Notice Period"), which notice shall include a statement specifying the alleged material default. The Party receiving the termination notice may within the Notice Period diligently prosecute the curing of any alleged material default, in which case this Agreement shall not terminate. If the Party receiving the termination notice objects in writing to any alleged material default within the Notice Period, the Parties agree to engage in good faith negotiations to resolve the dispute. If the Parties are unable through such good faith negotiations to resolve the dispute, then this Agreement shall terminate at the end of the Notice Period. Upon termination of the Agreement for any reason, Grantee shall, unless otherwise agreed upon by the Grantor in writing, remove within thirty (30) days, or some other longer period of time agreed upon by the parties, all items installed and covered under the terms of this Agreement.

11. Within thirty (30) days of Grantee's receipt of this Agreement duly executed by both parties, Grantee shall pay Grantor the sum of One Dollars (\$1.00), which Grantor agrees is a full and adequate one-time payment for the term of this Agreement

12. As additional compensation for the right to enter on, occupy and use the Temporary Construction Area pursuant to this Agreement, Grantee shall plant the same number of large trees as currently exist, each six (6) inches in diameter, in the area outside of the twenty (20) foot swath [ten (10) feet either side of the new twelve (12) inch force main..

13. (a) Grantee shall perform the Improvements in a good and workmanlike manner and in accordance with all applicable prevailing industry standards, as may be amended from time to time. Grantee shall use reasonable efforts to conduct these tasks in a manner which minimizes, to the extent practicable any inconvenience to and/or interference with Grantor's use and/or occupancy of the Property.

(b) Grantee shall, at its sole cost and expense and unless otherwise directed by

Grantor, restore the Property, including but not limited to the Temporary Construction Area to its grade and condition prior to disturbance as soon as possible after the construction activities, but not more than 60 days after. Without limiting the scope of the preceding sentence, any material excavated by Grantee to facilitate the Improvements shall be replaced and graded by Grantee, and restored to the condition it was prior to the Project activities.

(c) Grantee shall, at its sole cost and expense, take all steps as may be required to protect the Rockaway River and the Reservoir.

14. Grantee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all applicable federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Grantee shall, at its sole cost and expense, obtain and maintain any and all licenses, permits and approvals which may be required by any federal, state or local governmental entity having jurisdiction for any activities Grantee desires to conduct or has conducted pursuant to this Agreement.

15. Grantee, for itself, its officers, officials, agents, employees, successors and assigns, assumes all risks and liabilities arising out of the use or occupancy of the Property and covenants to indemnify, protect and hold harmless Grantor, and hereby releases Grantor, and each and every of its officers, officials, agents, employees, successors and assigns from any and all liability, claims, damages, causes of action, suits, demands, judgments, expenses or costs of any kind which may in any manner arise out of, be occasioned by, or result from the entry, use or occupancy of the premises by Grantee, its officers, agents, employees, contractors, subcontractors, or invitees, express or implied, but not including any and all liability, claims or costs that arise out of, be occasioned by, or result from the sole negligence of the Grantor. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Grantee's liability pursuant to this Paragraph shall continue after termination or expiration of this Agreement with regard to causes of action arising or claimed to arise prior to the termination hereof and/or obligations of Grantee under this Agreement that survive such termination or expiration.

16. Grantee shall, at its sole cost and expense, obtain and maintain at all times during the term of this Agreement, insurance on the Property of the types and minimum amounts outlined in **Exhibit C**, which is attached to and made part of this Agreement.

17. Neither Party to this Agreement is empowered to alter or amend any term of this Agreement unless such alteration or amendment is in writing and has been signed by Grantor and Grantee. This provision cannot be orally waived.

18. 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, employees, successors, transferees, permitted assigns, heirs, designees, and contractors.

19. With the exception of those persons and/or entities described in Paragraph 18, this Agreement shall not inure to the benefit of any other person and/or entity that is not a signatory to this Agreement.

20. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Grantee.

21. Grantee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to Grantee's actions upon the property. Grantee agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property. Grantee shall, as a condition of any contract or subcontract for labor or materials, require all contractors, laborers and materialmen to execute a release of lien against the Grantor.

22. All notices to be provided to Grantor pursuant to this Right of Entry shall be sent to:

City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302
Attn: Robert Kakoleski, Business Administrator

Copy:

Jeremy Farrell
Corporation Counsel
280 Grove Street
Jersey City, New Jersey 07302

All notices to be provided to Grantee pursuant to this Agreement shall be sent to:

Rockaway Valley Regional Sewerage Authority
R.D. # , 99 Greenbank Road
Boonton, NJ 07005-9602
Attn. JoAnn Mondisini, Executive Director

Copy:

Maraziti Falcon, LLP
150 John F Kennedy Parkway
Short Hills, New Jersey, 07901
Attn: Joseph J. Maraziti, Jr. Esq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinbefore first indicated.

THE CITY OF JERSEY CITY

By: Robert Kakoleski, Business Administrator

Attest:

Robert Byrne, City Clerk

**ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY**

By: Hector Schorno, Chair

Attest:

EXHIBIT A

Tax Map and Marked Up Drawing Attached

EXHIBIT B

Plans attached

EXHIBIT C

INSURANCE REQUIREMENTS

A. Grantee shall, at its sole cost and expense, obtain and maintain at all times for the duration of this Agreement, and require all of its contractor(s) and subcontractor(s) (including but not limited to any person providing any service and/or conducting any activity as part of Grantee's use of the Property) to secure and maintain in force at all times during the construction of any project and/or the provision of any service and/or conduct of any activity as part of Grantee's use of the Property, insurance of the types and in the amounts as hereinafter provided:

- (i) Comprehensive General Liability policy (including insurance with respect to owned or operated motor vehicles) as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million (\$5,000,000.00) Dollars for each occurrence of bodily injury, death, and property damage liability;
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Property and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Grantee and located in or on the Property. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Grantee using whatever procedures Grantee considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against the Grantor in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease;
- (iv) Environmental Liability Insurance with limits of not less than One Million (1,000,000.00); and

- (v) Such other insurance and in such amounts as may from time to time be reasonably required by the Grantor.
- B. All insurance coverage required to be maintained by Grantee in accordance with this Agreement shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the City of Jersey City, as an additional insured.
- C. When Grantee returns this Agreement, signed by Grantee, to the Grantor for signature, Grantee shall provide the Grantor with a certificate of insurance evidencing that Grantee has obtained all insurance coverage in accordance with this Agreement. Failure to provide a certificate of insurance at the time of Grantee's execution of this Agreement shall render this Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to the Grantor prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. Grantee also shall provide the Grantor with valid certificates of renewal of the insurance upon the expiration of the policies so that the Grantor is continuously in possession of current documentation that Grantee has obtained and is maintaining in full force and effect all insurance required under this Agreement. Grantee also shall, upon request, provide the Grantor with copies of each policy required under this Agreement certified by the agency or underwriter to be true copies of the policies provided by Grantee.
- D. Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit Grantee's indemnification obligations assumed in this Agreement and shall not be construed to relieve Grantee from liability in excess of such coverage, nor shall it preclude the Grantor from taking such other actions as are available to it under any provision of this Agreement and as otherwise provided for at law or in equity.
- E. In the event that (i) Grantee fails or refuses to renew any of its insurance policies or to provide the Grantor with timely certificates of insurance showing that Grantee is maintaining insurance coverage in full force and effect to the extent required by this Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the Grantor shall consider Grantee to be in default and terminate this Agreement under Paragraph 10 herein.

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

City Clerk File No. Res. 14.757
 Agenda No. 10.1
 Approved: NOV 25 2014



TITLE: RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH 87 NEWKIRK, INC. TO ERECT A TEMPORARY FENCE FOR CONSTRUCTION PURPOSES ON CITY PROPERTY, BLOCK 12204, LOT 13 (JERSEY CITY MUNICIPAL COURT LOT)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, 87 Newkirk, LLC (the "Company"), the property owner of 87 Newkirk St., Jersey City, NJ, desires to undertake excavation and construction work on its property (the "Company Property"); and

WHEREAS, in order to perform demolition and construction work along the Company Property, the Company needs to erect a temporary construction fence on adjacent property owned by the City; and

WHEREAS, the fence would be erected alongside the south and east border of the Company Property, and extend one (1) foot from the concrete curb into Jersey City Block 12204, Lot 13 (the "City Property"); and

WHEREAS, the Company requests the City's permission to enter onto and access the City Property for a limited time and purpose as further set forth in the draft License Agreement, attached hereto; and

WHEREAS, the Company agrees to execute the License Agreement.

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

- 1) 87 Newkirk LLC is authorized to enter onto City property located on Jersey City Block 12204, Lot 13 for the purpose of performing the activities described in the License Agreement attached hereto; 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
- 3) The term of the License Agreement shall be for twenty-four (24) months effective upon execution of the License Agreement by City officials.

BD
11/14/14

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 87 NEWKIRK, INC. TO ERECT A TEMPORARY FENCE FOR CONSTRUCTION PURPOSES ON CITY PROPERTY, BLOCK 12204, LOT 13 (JERSEY CITY MUNICIPAL COURT LOT)

Initiator

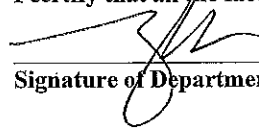
Department/Division	Architecture, Engineering	
Name/Title	Brian Weller	Director
Phone/email	(201) 547-5900	WellerB@icnj.org

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

Resolution Purpose

87 Newkirk LLC desires the City's permission to enter onto and access Jersey City Block 12204, Lot 13 for a limited time and purpose, in particular, to erect a temporary construction fence, as further set forth in the attached draft License Agreement.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/12/14

Date

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of _____, 2014 (the "Effective Date") between the City of Jersey City, a municipal corporation of the State of New Jersey, whose address is 280 Grove, St., Jersey City, NJ 07302 (hereinafter referred to as "City" or "Licensor") and 87 Newkirk, LLC, whose address is 68 Jay St., STE-601-A, Brooklyn, NY 11201 (hereinafter referred to as "Licensee" or the "Company").

WHEREAS, Licensee is the property owner of 87 Newkirk St., Jersey City, NJ (the "Company Property"); and

WHEREAS, in order to perform demolition and construction work along the Company Property, as further described in **Exhibit A**, Licensee needs to erect a temporary construction fence on adjacent property owned by the City; and

WHEREAS, the fence would be erected alongside the south and east border of the Company Property, and extend one (1) foot from the concrete curb into Jersey City Block 12204, Lot 13, as shown in the survey attached hereto as **Exhibit B** (the "City Property"); and

WHEREAS, the City desires to grant permission to the Licensee to erect a temporary fence on City Property for a limited time and purpose as set forth herein.

NOW, THEREFORE BE IT RESOLVED, by this Agreement the City grants permission to the Licensee to enter onto City Property under the following terms and conditions:

1. Licensee is permitted to erect a temporary fence during Licensee's construction activities.
2. Licensee is permitted access as needed for the purpose of erecting, maintaining or removing the temporary fence.
3. Should damage occur on City Property, Licensee will repair the damage at Licensee's cost and expense to a condition as close as reasonably possible to the original condition.
4. The fence will be constructed so as not to interfere with normal vehicular traffic into the City Property and/or the City parking lot.
5. The fence will be securely anchored so as not to fall over and damage vehicles on City Property and/or the City parking lot.
6. The term of this License is for a period of two (2) years as of the Effective Date.
7. The use of City Property for activities other than those permitted herein are only upon the review and written approval of the City Engineer and amendment to this Agreement.
8. The permission hereby granted for use of the City Property may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate or the Business

Administrator, giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the City Property which occurred on or prior to the date of revocation.

9. 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 City Property permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
10. 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.
11. The permission to use the City Property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permits, permissions and approvals.
12. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
13. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
14. The Licensee's use of the City Property shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
15. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the City Property.
16. The licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the City Property. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person or any damages to

property, occurring as a result of or in connection with the Licensee's use of the City Property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

17. The Licensee's use of the City Property 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 City Property by the Licensee.

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

19. 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.

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

Licensor: Robert Kakoleski
 Business Administrator
 City Hall
 280 Grove Street
 Jersey City, N.J. 07302

Licensee: _____

19. 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 City Property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

20. 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 City Property 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.

21. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

22. This Agreement shall terminate on TWO years after the Effective Date.

IN WITNESS WHEREOF, and in confirmation of Licensee's consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this _____ day of _____, 2014.

87 NEWKIRK, LLC

CITY OF JERSEY CITY

By: _____

By: _____

Robert Kakoleski
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

BD

11-11-14

EXHIBIT A

EXHIBIT B

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

City Clerk File No. Res. 14. 758

Agenda No. 10. J

Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE ACCESS AGREEMENT DATED JULY 1, 2014 ALLOWING THE CITY OF JERSEY CITY TO ENTER ONTO JERSEY CITY PUBLIC SCHOOLS PROPERTY DESIGNATED AS BLOCK 27401 LOT 27, FORMERLY BLOCK 1500 LOT 16 A/K/A THE MULTI-PURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") and the JERSEY CITY PUBLIC SCHOOLS ("JCPS") entered into an Access Agreement dated July 1, 2014 allowing the City to access the multi-purpose field located at Caven Point, Jersey City, New Jersey, Block 27401, Lot 27 on the Tax Map of the City of Jersey City (the "Property"); and

WHEREAS, the parties are working together to reconstruct the multi-purpose field by installing new field lighting, field turf, and a scoreboard; and

WHEREAS, to advance the project, the City, its agents, and contractors require continued access to the field to prepare for the installation of field lighting, field turf, and a scoreboard; and

WHEREAS, the parties agree to amend the Access Agreement to allow the City, its agents, and contractors access to the field to conduct activities required in connection with the construction of the field; and

WHEREAS, an extension of the term of the Access Agreement is necessary since the initial term expired upon the City giving the JCPS notice that the soil borings testing was completed; and

WHEREAS, the parties desire to extend the term of the Access Agreement for an additional twelve (12) months; and

WHEREAS, amendments to other terms and conditions of the Access Agreement are necessary; and

WHEREAS, except as modified in the Amendment to the Access Agreement, all of the terms and conditions of the Access Agreement dated July 1, 2014 shall remain in full force and effect.

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

1. The City is authorized to execute an Amendment to the Access Agreement, in substantially the form attached hereto, to enter onto JCPS owned property designated as Block 1500, Lot 16 a/k/a the multipurpose field at the Ed Ford Athletic Complex to perform the activities described in the Amendment to the Access Agreement attached hereto; 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 Access Agreement attached hereto; and

City Clerk File No. Res. 14.758

Agenda No. 10.J NOV 25 2014

TITLE:

- 3. The term of the Amendment to the Access Agreement shall be effective upon execution of the Amendment to the Access Agreement by City officials and shall terminate twelve (12) months thereafter.

CR

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 AMENDMENT TO THE ACCESS AGREEMENT DATED JULY 1, 2014 ALLOWING THE CITY OF JERSEY CITY TO ENTER ONTO JERSEY CITY PUBLIC SCHOOLS PROPERTY DESIGNATED AS BLOCK 27401 LOT 27, FORMERLY BLOCK 1500 LOT 16 A/K/A THE MULTI-PURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-5200	MAlbiez@icnj.org

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

Resolution Purpose

RESOLUTION AUTHORIZING AN AMENDMENT TO THE ACCESS AGREEMENT DATED JULY 1, 2014 ALLOWING THE CITY OF JERSEY CITY TO ENTER ONTO JERSEY CITY PUBLIC SCHOOLS PROPERTY DESIGNATED AS BLOCK 27401 LOT 27, FORMERLY BLOCK 1500 LOT 16 A/K/A THE MULTI-PURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AMENDMENT TO ACCESS AGREEMENT

This Amendment to the Access Agreement is made and entered into this _____ day of November 2014, by and between the JERSEY CITY PUBLIC SCHOOLS ("JCPS") with its main office located at 346 Claremont Avenue, Jersey City, New Jersey 07305 and the CITY OF JERSEY CITY ("City") with an office located at 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, the parties entered into an Access Agreement dated July 1, 2014 allowing the City to access the multi-purpose field located at Caven Point, Jersey City, New Jersey, Block 27401, Lot 27 on the Tax Map of the City of Jersey City (the "Property"); and

WHEREAS, the parties are working together to reconstruct the multi-purpose field by installing new field lighting, field turf, and a scoreboard; and

WHEREAS, to advance the project, the City, its agents, and contractors require continued access to the field to prepare for the installation of field lighting, field turf, and a scoreboard; and

WHEREAS, the parties agree to amend the Access Agreement to allow the City, its agents, and contractors access to the field to conduct activities required in connection with the construction of the field; and

WHEREAS, an extension of the term of the Access Agreement is necessary since the initial term expired upon the City giving the JCPS notice that the soil borings testing was completed; and

WHEREAS, the parties desire to extend the term of the Access Agreement for an additional twelve (12) months; and

WHEREAS, amendments to other terms and conditions of the Access Agreement are necessary; and

WHEREAS, except as modified herein, all of the terms and conditions of the Access Agreement dated July 1, 2014 shall remain in full force and effect.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the parties agree to amend the Access Agreement as follows:

Paragraph 1 is amended as follows:

The recitals set forth above are incorporated herein as set forth at length. Grantor hereby grants Grantee, its agents and contractors, non-exclusive access to the Property, in accordance with the terms herein, for the purpose of conducting testing, surveying and other activities necessary to prepare for the construction of the field. The analytical portion of the soil borings for the lights

on the Property shall be limited to the analysis for determining if the property can support the proposed field lights and the suitability of the soil for proper export, reuse, or disposal.

Paragraph 2 is amended as follows:

Grantee's authority to enter the Property shall be limited to the acts necessary or useful to prepare for the eventual construction on the Property. In the event Grantee seeks to perform any construction work on the Property, then Grantee shall propose an amendment to the agreement for review and approval of Grantor, which approval shall not be unreasonably withheld. Grantee's access shall be limited to the hours between 8 a.m. and 5 p.m. Monday through Friday, except as necessary to respond to an emergency. Prior notice of any access shall be given pursuant to the terms of Paragraph 10 hereof.

Paragraph 8 is amended as follows:

In connection with any investigation or surveying being performed at the Property, Grantee shall require the contractor(s) who are performing the investigation at the Property to maintain insurance as follows:

- a. Workers' Compensation Insurance as required by applicable law;
- b. Professional Liability Insurance with a limit of Two Million Dollars (\$2,000,000.00) per incident and in the aggregate;
- c. Comprehensive General Liability Insurance with a limit of Two Million Dollars (\$2,000,000.00) per incident and in the aggregate; and
- d. Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per incident and in the aggregate.

Paragraph 9 is amended as follows:

At least five (5) business days in advance of first entry on the Property to perform the investigation, Grantee will provide Grantor copies of insurance certificates evidencing the insurance coverage required in Paragraph 8. The insurance certificates for the comprehensive general liability shall show that Grantor has been named as an additional insured by means of an endorsement to the policy. General Liability coverage shall be written on a primary and non contributory basis.

Paragraph 15 is amended as follows:

This Access Agreement is intended and shall be construed as a temporary grant of authority to access and perform investigations and surveys on the Property as needed. This Access Agreement shall not be construed as a grant of an easement, lease or any other interest in the

Property. This Access Agreement shall not be binding on any successor of Grantor and shall not be construed in any way as "running with the land."

Paragraph 16 is amended as follows:

Unless terminated sooner by mutual agreement of the parties, this Access Agreement shall expire twelve (12) months from the date this Amendment to the Access Agreement is executed, unless Grantee requests and Grantor approves an extension, which extension will not be unreasonably denied.

GRANTOR:

Jersey City Public Schools

Name: _____
Title: _____

GRANTEE:

City of Jersey City

Robert Kakoleski
Business Administrator

WITNESS:

Name: _____
Title: _____

Robert Byrne
City Clerk

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

City Clerk File No. Res. 14.759

Agenda No. 10.K

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT THE HUDSON COUNTY OPEN SPACE TRUST GRANT ON BEHALF OF THE JERSEY CITY BOARD OF EDUCATION FOR THE RENOVATION OF THE MULTIPURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Hudson County Open Space Advisory Board, Open Space Trust Fund provides grants to nonprofit organizations for assistance in the acquisition and development of lands and improvement of parks for recreational purposes; and

WHEREAS, Resolution Number 13.602, passed by the City Council of the City of Jersey City ("City") on August 28, 2013 authorized the City to support the Jersey City Board of Education's submission of an application to the Hudson County Open Space Trust Fund for a new synthetic turf field and field lighting at the multi-purpose field located in the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, the County of Hudson has awarded the City of Jersey City ("City"), on behalf of the Jersey City Board of Education, a Hudson County Open Space Trust Grant in the amount of \$400,000.00 for the renovation of the multi-purpose field located in the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, the City desires to accept this grant towards the renovation of the multi-purpose field at the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, the City will use the County's funds in accordance with such rules, regulations, applicable statutes, and the terms of the agreement attached hereto;

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

1. The City hereby accepts the Hudson County Open Space Trust Fund Grant in the amount of \$400,000.00 for the renovation of the multipurpose field in the Ed Ford Athletic Complex at Caven Point; 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 2014 Open Space Grant Agreement in the form 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 11 25 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 THE HUDSON COUNTY OPEN SPACE TRUST GRANT ON BEHALF OF THE JERSEY CITY BOARD OF EDUCATION FOR THE RENOVATION OF THE MULTIPURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-5200	MAlbiez@jcnj.org

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

Resolution Purpose

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT THE HUDSON COUNTY OPEN SPACE TRUST GRANT ON BEHALF OF THE JERSEY CITY BOARD OF EDUCATION FOR THE RENOVATION OF THE MULTIPURPOSE FIELD IN THE ED FORD ATHLETIC COMPLEX AT CAVEN POINT

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
WHEREAS, THE COUNTY OF HUDSON (THE "COUNTY") HAS BEEN DULY DESIGNATED TO ADMINISTER OR SUPERVISE THE ADMINISTRATION OF THE HUDSON COUNTY OPEN SPACE TRUST FUND AND HAS, IN TURN, DESIGNATED THE GRANTEE TO BE DIRECTLY RESPONSIBLE FOR THE IMPLEMENTATION AND ADMINISTRATION OF PARK AND RECREATION IMPROVEMENTS OR HISTORIC PRESERVATION PROJECTS COVERED BY THIS CONTRACT.

THEREFORE, THE COUNTY AND THE GRANTEE AGREE AS FOLLOWS:

I. DEFINITIONS

For the purpose of this document, the following items, when capitalized shall have meaning as stated:

Appendix(es) means the attachment(s) to this document including the Grant Terms and Conditions, Appendix "A", the Publicity Agreement, Appendix "B", the project description, Appendix "C" and the Grant Reimbursement Procedures, Appendix "D".

Grant Contract means this document, the Appendix(es), any additional appendices or attachments including any approved assignments, contracts, modification(s) and all supporting documents. The Grant Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the County and the Grantee Agency. All Notices shall be directed to the person(s) and address(es) specified for such purpose in the Appendix(es) or to such other persons as either party may designate in writing.

Grantee means **City of Jersey City**
On behalf of Jersey City Board of Education
(Organization Name)

Termination means an official cessation of this Grant Contract resulting either from routine expiration of from formal action taken by the County of Grantee Agency, in accordance with provisions contained in this Grant Contract, to nullify the contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.0.1 Administration The County shall act as the administrator of this Grant Contract and shall not be declared by the Grantee to be a sponsor or co-sponsor of the Grantee's project, unless otherwise indicated.

Section 2.02 Payment As established in the Appendix(es), payment of the grant shall be based on allowable expenditures. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Terms and Conditions of the Grant Contract. Total payment(s) shall not exceed the awarded grant amount. All payments authorized by the County under this Grant Contract shall be subject to revision on the basis of an audit(s) or on the basis of the County monitoring or evaluating the Grant Contract.

Section 2.03 Compliance with Laws The Grantee Agency agrees through the acceptance of this Grant Contract to comply with all applicable Federal, State, and Local Laws, rules and regulations (collectively "Laws"), including but not limited to the following State and Local Laws relating to licenser; Federal and State Laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended) P.L.1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 *et seq.*) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of disability, and regulations there under. Failure to comply with the laws, rules, and regulations referenced above may result in the termination of this Grant Contract.

Section 2.04 County Policies and Procedures. In the administration of this Contract, the Grantee shall comply with all applicable policies and procedures issued by the County. Failure to comply with these policies and procedures shall be grounds to terminate this Grant Contract.

Section 2.05 Finance Management System. A comprehensive financial management system is required as are provisions for a clear audit trail of Hudson County Open Trust Fund grant funds. The Grantee must maintain all financial records, including substantiating documentation (i.e. invoices, bills, payroll vouchers), for a four (4) year period; or for a period required under any applicable state or federal record retention regulations, whichever is longer.

The grantee's financial management system shall provide for the following:

- (a) Accurate, current, and complete disclosure of the financial results of this Grant Contract.
- (b) Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and shall ensure they are used solely for authorized purposes.

- (c) Comparison of actual outlays with budgeted amounts for this Grant Contract.
- (d) Accounting records supported by source documentation.
- (e) Procedures to minimize elapsed time between an advanced payment issued and the disbursement of such advance funds by the Grantee.

Section 2.06 Audit. At any time during the Grant Contract term, the Grantee's overall operations, its compliance with specific Grant Contract provisions, and the operation of any assignees or sub-contractors engaged by the Grantee under Section 4.02 Assignments and Sub-contracts may be subject to audit or review by the County, by any other appropriate unit or agency of the County, State, or Federal government, and/or a private firm or firms retained or approved by the County for such purposes.

Whether or not such audits are conducted during the Grant Contract term, final financial and compliance audit of Grant Contract operations, including the relevant operation of any assignee or sub-contractors, may be conducted after Grant Contract termination. The Grantee is subject to audit up to four (4) years after Termination of the Contract.

If any audit has begun, but not completed or resolved before the end of the four (4) year period, the Grantee continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Grantee annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standard for Audit of Governmental Organizations, Programs, Activities and Functions issued by the Comptroller General of the United States or other standards required by the County.

Section 2.07 Grant Contract Reports. The Grantee shall submit quarterly updates in the 2 year project time frame updating the Open Space Advisory Board on financial accounts, project delays, and project updates.

III. TERMINATIONS

Section 3.01 Termination by Grantee. The Grantee may only terminate this Grant Contract upon written notice with the effective date of cessation of the Grant Contract to the Division Chief of the Hudson County Division of Planning. If the Contract is terminated by the Grantee, the Grantee shall be obligated to return all unexpended awarded Grant Contract funds to the County and shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit.

Section 3.02 Termination for Cause. If the Grantee is not, or has not been in compliance with any provision(s) of this Grant Contract and its Annexes, the County may, by Notice, place the Grantee in a state of probation at which time the Grantee shall take expeditious steps to comply immediately; failure to comply may cause the County to find the Grantee in default of the Grant Contract and, in accordance with County policy and procedures, may terminate the Grant Contract and release the County from any remaining Hudson County Open Space Trust grant payment obligations.

Section 3.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Grant Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Grant Contract is contingent upon receipt of funds from the State of New Jersey and/or any other applicable source. If during the term of the Grant Contract, therefore, the State government or applicable source reduces its allocation to the County, the County reserves the right, upon Notice to the Grantee, to reduce or Terminate the Grant Contract.

IV. MISCELLANEOUS

Section 4.01 Application of New Jersey Law. This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey.

Section 4.02 Assignment and Subcontracts. No right or obligation of the Grantee under this Grant Contract may be assigned or subcontracted without authorized written consent from the County. It is further understood that no funds granted herein shall be used for any purpose other than the stated purpose for which this grant is made.

Section 4.03 Statement of Non-Influence. No person employed by the County of Hudson has been or will be paid any fees, or compensation of any kind, or granted any gratuity by the Grantee or any representative thereof, in order to influence the awarding or administration this Grant Contract.

Section 4.04 Exercise of Rights. A failure or delay on the part of the County or the Grantee in exercising any right, power or privilege under this Grant Contract shall not waive any right, power

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
or privilege. Moreover, a single or partial exercise shall not prevent another or a further exercise
of that or any other right, power or privilege.

V. OBLIGATION OF THE GRANTEE

Section 5.01. The Grantee shall not change any of the terms of this Grant Contract. If the Grantee attempts to change the Grant Contract in anyway, the grant will be null and void and the County will rescind all or part of the grant funds, or terminate the Grant Contract.

Section 5.02. The awarded Grant Contract is for the period stated in Appendix "A". All grant funds, as well as challenge and matching funds approved for projects specifically to be supported by this grant, must be obligated within that period.

Section 5.03. This awarded grant fund must be expended only for the activities described in this grant agreement and 2014 Recommendations Report, as stated in Appendix "A", during the specified period.

Section 5.04. The Grantee must abide by the publicity agreement as stated in Appendix "B". Failure to comply may result in Grant Contract termination or suspension and rescission of all or part of the awarded grant funds.

Section 5.05. In the event the Grantee is not a municipal subdivision or a duly created statutory municipal or a County autonomous agency, the Grantee certifies that its agency is a certified non-profit agency, and recognized as such by the State of New Jersey and the Internal Revenue Service.

Section 5.06. Pursuant to N.J.S.A 40A:5-16, the County shall pay moneys to the Grantee upon the Grantee first presenting a detailed bill of items on demand, specifying particularly how the bill or demand is made up, with the certification of the Grantee that is correct.

This certification shall be in the form of a claimant signature on the standard County voucher (Executive Order) form. Said form shall then be submitted by the Grantee to the Hudson County Division of Planning, and shall contain copies of all invoices and/or other documentation supporting the detailed list of claims on said form. Said form must be certified by the Director of Parks & Community Services, or his/her designee, having knowledge of the facts that the goods have been received by, or the services rendered to, the County prior to a payment being made to the Grantee.

The Grantee shall receive the grant funds upon the completion of this agreement by all parties and the balance of upon completion of the project or period, and the submission and approval of the County of any final reports, site inspections and/or audits.

Section 5.07. The Grantee is entirely accountable for the receipt, handling, and expenditure of grant funds solely for the purposes as specified in the approved application as listed in Appendix "A".

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
CONTRACT SIGNATURE AND DATES

THE PARTIES AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT SET-FORTH ON THE PRECEDING PAGES AND THE REFERENCED APPENDICES.

FOR THE COUNTY OF HUDSON:

By: _____
Thomas A. DeGise
County Executive

Dated: _____

Attest:

By: _____
Alberto G. Santos
Freeholder Clerk

Dated: _____

FOR THE CITY OF JERSEY CITY

By: _____
Steven Fulop
Mayor

Dated: _____

Attest:

By: _____
Name/Title

Dated: _____

FOR THE JERSEY CITY BOARD OF EDUCATION

By: _____
Marcia V. Lyles
Superintendent

Dated: _____

Attest:

By: _____
Name/Title

Dated: _____

GRANTEE CORPORATE SEAL

(Imprint Here)

CONTRACT EFFECTIVE DATE: _____

CONTRACT EXPIRATION DATE: _____

APPENDIX "A" GRANT AGREEMENT

GRANTEE: City of Jersey City
(Organization Name)

PROJECT NO.: PI-14-14

INCORPORATED NAME: City of Jersey City

ADDRESS: 280 Grove Street
Jersey City, NJ 07302

CATEGORY OF AWARD FUNDING: Park Improvement

GRANT AWARD AMOUNT: \$ 400,000

AWARDED GRANT PROJECT DESCRIPTION: The Caven Point Recreation Complex-Capital Improvements project will rehabilitate the grass soccer field that has fallen into disrepair. Due to overuse and lack of soccer facilities in Jersey City, the grass soccer field has been almost completely destroyed and is covered in large patches of dirt, mud and rocky terrain. The ability to complete this project will afford a large number of inner-city residents the opportunity to play the game of soccer as well as provide an open area for students to exercise. All grant-funded items shall be performed in accordance with Appendix A and C and be limited to items listed in this grant agreement.

FISCAL YEAR OF GRANT: FY 2014

START DATE OF GRANT AWARDED PROJECT: September 30, 2014

COMPLETION DATE OF GRANT AWARDED PROJECT: September 28, 2016

TERMS AND CONDITIONS GOVERNING THE AWARDED GRANT

The **City of Jersey City**, hereinafter known as the **Grantee**, shall not change any of the terms of this Grant Contract (deletions, additions, etc.) without the written permission of the County of Hudson. If a Grantee attempts to make a change without written permission, the Grant Contract will be null and void and the County of Hudson, hereinafter known as the **County**, will terminate the Grant Contract and rescind all or part of the grant.

1. The project must be completed within the 2 year project term and in accordance with the Grant Agreement stated start and completion dates. All grant funds, as well as matching funds approved for projects specifically to be supported by the grant, must be obligated within the start and completion dates. **\$150,000 US Soccer Federation.** Please note that the \$200,000 donation from Goya is contingent upon receiving \$400,000 from the Open Space Trust Fund. The \$180,000 donation from Snowflake foundation has yet to be received by the City. The \$100,000 donation of from CarePoint Health is contingent upon receiving \$400,000 from the Open Space Trust Fund. **The applicant shall submit all promised funding verification letters within 6 months of award (September 11, 2014). If money has not been committed, the applicant will forfeit the trust fund money since it would no longer be deemed "shovel ready". The dollar amounts and sponsors may change due to bidding requirements.**
2. Grantee will have four (4) months from the September 11, 2014 (the date of Freeholder approval of the required Hudson County funding resolutions) to execute a Grant Agreement with the County.
3. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.
4. The below chart is the Project Line Items for eligible costs. Any unencumbered grant funds at the end of the fiscal period covering the awarded grant shall be returned to the Open Space Trust Fund. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase. Please see Appendix "D" for additional information regarding reimbursement procedures.

Project Line Items- Eligible Costs

PI-14-14 ID	Caven Point Resource Names	Quantity	Unit Price	Total
1	Asphalt Base/Drainage System	90000	\$3.00	\$270,000.00
2	Concrete Curb	1200	\$16.60	\$19,920.00
3	Synthetic Turf	90000	\$4.00	\$360,000.00
4	Lighting			\$230,000.00
			Total	\$879,920.00
			Total Awarded	\$400,000.00
				(\$479,920)

5. Throughout the life of the grant, the Grantee will be required to submit quarterly progress reports to the Hudson County Division of Planning.
6. The Grantee must notify the Division of Planning 3 days before they submit a voucher. The voucher should include items to inspect at the time of completion.
7. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement or historic preservation capital project or rehabilitation plan.
8. The Grantee must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.
9. The Grantee must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. **No deviations will be approved in the last 6 months of the grant agreement.**
10. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.
11. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning. The applicant must pick up final sign from Division of Planning and install it before opening ceremony.
12. One month prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the County Executive's Office for availability.
13. Grants shall not be used to repay loans or in turn loaned to other agencies for any reason.
14. Grants shall not be used as down payments or as collateral for personal self-gain.
15. Grantees shall not fund any other park and recreation improvement or historic preservation project with the grant awarded funds.
16. It shall be the responsibility of the Grantee to notify the Hudson County Division of Planning in writing of any change in its mailing address or telephone number. Failure to do so may result in termination of the Grant Contract and rescission of all or part of the grant funds.
17. The Grantee shall honor all deadlines for program and final reports. Failure to do so may result in the withholding of remaining payments and/or the prohibition of future grant applications to the County.
18. At the time of receipt of funds from the Hudson County Open Space Trust, grantee shall designate the site with the NJ Green Acres Recreation and Open Space Inventory (ROSI) as defined under N.J.A.C. 7:36-2.1.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT

EXECUTIVE OFFICER

DATE

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
APPENDIX "B" PUBLICITY AGREEMENT

BETWEEN

COUNTY OF HUDSON

AND

City of Jersey City
(Grantee Agency)

This publicity agreement is hereby incorporated into the body of the Grant Contract between the County of Hudson, and the above named Grantee, as explicit terms and conditions of the Contract. By the signature below, the Grantee agrees to abide by these terms and conditions. Failure to do so may result in rescission of all of part of the grant.

1. PROGRAM, FLYER, ORGANIZATIONAL BROCHURE CREDIT: The language used when crediting the County of Hudson in programs, flyers, or brochures shall be set in type size not smaller than 7 pt. and will read as follows: THIS PROGRAM IS MADE POSSIBLE IN PART BY FUNDS FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND, ADMINISTERED BY THE HUDSON COUNTY DIVISION OF PLANNING, THOMAS A. DEGISE, COUNTY EXECUTIVE, AND THE BOARD OF CHOSEN FREEHOLDERS. The credit line must be given on the title page of all programs, playbills, catalogues, manuscripts, organizational brochures.

2. PUBLICITY, MARKETING AND PROMOTION: The aforesaid credit line must be inserted in all printed materials, newspaper and magazine ads, ads in playbills or programs that are 10 column inches or larger. Press releases announcing Hudson County Open Space Trust Fund supported projects or general operating activities must include the credit line. Posters, handbills, advertising post cards, billboards, and train or bus call cards promoting projects or organizations funded through the Hudson County Open Space Trust Fund shall include the credit line. The credit line also must be incorporated in all paid or donated radio and television advertising spots longer than fifteen (15) seconds.

3. ADVERTISING: Any advertising, regardless of size/length, placed by Grantee that credits another funding source must also credit the Hudson County Open Space Trust Fund.

4. SUBMISSION OF PUBLICITY MATERIAL: The Grantee shall send to the Hudson County Division of Planning copies of all publicity, marketing, promotional materials, programs, catalogues, flyers, posters, mailers, etc. utilized by the Grantee in the promotion of the program or project funded by the Hudson County Open Space Trust Fund.

5. CO-SPONSORSHIP: Under no circumstances may Grantee state or imply that its program and/or activities are "sponsored" or "co-sponsored" by the Hudson County Division of Planning or the County of Hudson, without expressed written consent of the County. Those programs that are "co-sponsored" will have additional, specific publicity requirements dependent on the program at time of negotiation.

6. CONSTRUCTION SIGNAGE: Hudson County shall provide Grantee with a construction sign that shall be maintained for the duration of the project identifying the project as funded by the Hudson County Open Space Trust Fund. The Grantee shall pick up the construction sign from the Division of Planning once this grant agreement is fully executed.

7. SIGNAGE PLACEMENT: Hudson County shall provide Grantee with one or more signs that identify the parkland or facility as a Hudson County funded site dedicated to permanent recreation and open space or historic preservation. The grantee shall post the sign(s) in a prominent place or places on the funded parkland or, as applicable, at the recreation and conservation facility, and shall maintain such sign(s).

8. NOTIFICATION: Grantee shall notify the Division of Planning two months prior to the dedication/rededication/opening ceremony of the project. The Grantee shall notify the County Executive's Office one month prior to the opening ceremony to check availability.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

GRANTEE AGENCY/ORGANIZATION

DATE

APPENDIX "C"
PROJECT PROPOSAL

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

RESOLUTION

No. 499-9-2014

On Motion of Freeholder O'Dea
Seconded by Freeholder Maldonado

AUTHORIZING FINAL APPROVAL
FOR THE
2014 HUDSON COUNTY OPEN SPACE,
RECREATION AND HISTORIC PRESERVATION
TRUST FUND PROJECTS
AS PRESENTED AT THE JUNE 12, 2014
OPEN PUBLIC MEETING
AS MANDATED BY N.J.S.A. 40:12-15.3
SEPTEMBER 11, 2014 TO SEPTEMBER 9, 2016
(\$4,606,424.00)

WHEREAS, pursuant to N.J.S.A. 40:12-15.3, funding recommendations were presented to the Board of Chosen Freeholders after an open public hearing on June 12, 2014; and

WHEREAS, the 2014 funding recommendations pending final Board approval are as follows:

PI-04-14	Town of Harrison	Harrison	Harrison Library	269,450.00
HP-01-14	Hoboken Free Public Library Hackensack Riverkeeper, Inc	Hoboken	Hoboken Public Library	124,000.00
PI-12-14		Secaucus & Bayonne	Hackensack River Paddle Trail - Signage	10,474.00
PI-11-14	Town of Guttenberg	Guttenberg	Guttenberg Community Center - Building	300,000.00
PI-15-14	Town of Guttenberg	Guttenberg	Guttenberg Community Center - Rooftop	300,000.00
PI-07-14	City of Hoboken	Hoboken	Hoboken Cove & Boathouse	500,000.00
PI-05-14	City of Jersey City	Jersey City	Berry Lane - Phase III	1,000,000.00
PI-06-14	Town of Kearny	Kearny	Riverbank Park - Dog Run	175,000.00
PI-09-14	Town of Secaucus	Secaucus	Mill Creek Park Shelter - viewsheds	250,000.00
PI-02-14	City of Union City	Union City	Ellsworth Park	500,000.00
PI-04-14	Township of Weehawken	Weehawken	Arricale Field Park	277,500.00
PI-14-14	City of Jersey City	Jersey City	Caven Point	400,000.00
PI-10-14	Town of North Bergen	North Bergen	76th Little League Field	500,000.00
			TOTAL REQUESTED:	4,606,424.00

WHEREAS, the cost of these projects is in the amount of **FOUR MILLION SIX HUNDRED SIX THOUSAND FOUR HUNDRED TWENTY FOUR (\$4,606,424.00) DOLLARS** for the period of September 11, 2014 to September 9, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth as length.
2. The Board hereby authorizes the County Executive Thomas A, DeGise, County Administrator Abraham Antun, Deputy County Administrator Laurie Cotter or their lawfully appointed designee to execute any and all documents and take any and all actions necessary to complete and realize the intent purpose of this resolution.
3. The Hudson County Open Space, Recreation and Historic Preservation Trust Fund projects are hereby approved.

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

City Clerk File No. RES. 13. 602
 Agenda No. 10.7.13
 Approved: AUG 28 2013



TITLE: **RESOLUTION OF SUPPORT FOR THE JERSEY CITY PUBLIC SCHOOLS TO SUBMIT AN APPLICATION TO THE HUDSON COUNTY OPEN SPACE TRUST FUND FOR NEW SYNTHETIC TURF AND LIGHTING AT THE CAVEN POINT MULTIPURPOSE FIELD**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Hudson County Open Space Advisory Board, Open Space Trust Fund ("County") provides grants to nonprofit organizations for assistance in the acquisition and development of lands and improvement of parks for recreational purposes; and

WHEREAS, the Ed Ford Athletic Complex is used to host both youth and adult athletic programs; and

WHEREAS, the current grass field cannot withstand the intensive use it receives and must be replaced with artificial turf; and

WHEREAS, the field is in need of light fixtures so that the field can be used at nighttime, increasing the availability of the field to the public; and

WHEREAS, the cost of the project is expected to be \$1.2 million; and

WHEREAS, the City of Jersey City recognizes that the safety of the citizens who utilize the multipurpose field is important and believe this project is worth undertaking; and

WHEREAS, the County shall determine if the application is complete and in conformance with the scope and intent of the Hudson County Open Space Trust Fund, and notifies the applicant of the amount of the funding award; and

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

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

1. The Municipal Council of the City of Jersey City hereby supports the application of the Jersey City Public Schools, to Hudson County Open Space Advisory Board for a grant to enable the Jersey City Public Schools to help fund the laying of artificial turf and installation of lightning fixtures for the multipurpose field at Caven Point; and
2. The applicant 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
 Business Administrator Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
OPREWSKI	/			YUN	/			LAVARRO	/		
RAJCHAL	/			OSBORNE	/			RIVERA	/		
BORGIANO	/			COLEMAN	/			WATTERMAN	/		

In Attendance N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
 _____ President of Council
 _____ Robert Eyles, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF JERSEY CITY (280 Grove St. Jersey City, NJ 07302),

THE JERSEY CITY RECREATION FOUNDATION (1 Chapel Ave. Jersey City, NJ 07302),

THE JERSEY CITY BOARD OF EDUCATION (346 Claremont Ave. Jersey City, NJ 07305),

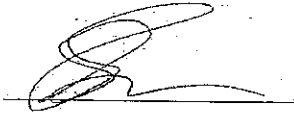
AND

THE JERSEY CITY SOCCER ASSOCIATION (PO Box 7162 Jersey City, NJ 07307)

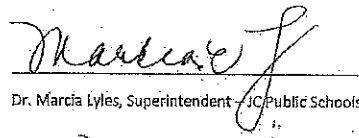
1. The City of Jersey City, Recreation Foundation of Jersey City, the Jersey City Board of Education ("BOE"), and the Jersey City Soccer Association enter in this Memorandum of Understanding to memorialize their agreements and responsibilities with regard to the application of the Recreation Foundation of Jersey City's application of the US Soccer Foundation.
2. The BOE owns the soccer field known as Caven Point located at 1 Chapel Ave. Jersey City, New Jersey. The field is primarily used by the Jersey City Soccer Association for youth soccer programs. All parties agree that the field requires renovation for which the BOE does not have funding. The Recreation Foundation of Jersey City has an interest in ensuring accessibility to safe and appropriate soccer fields for the children of Jersey City, and therefore, although not the owner of Caven Point, has been authorized by the BOE to apply for funding assistance.
3. The Recreation Foundation of Jersey City will apply to the US Soccer Foundation for funds to renovate the Caven Point field. The Recreation Foundation will be responsible for administering the grant funds in the event of an award, and will follow all applicable obligations associated with the grant award. All funds will be used exclusively for the purpose of renovating Caven Point field.
4. All parties will write letters of support or pass necessary resolutions to support the grant application and the parties agree and acknowledge that as a condition of acceptance of the grant funding, that the funds will be used for the grant purpose: renovation of the soccer field.
5. The BOE agrees that if grant funds are utilized to renovate the field, the field must continue to be used primarily for recreational soccer, with the Jersey City Soccer Association having the principal right and responsibility to schedule league games and other soccer related activities on the site for a period of not less than 20 years from the date of the award.
6. In the case of a grant award, City of Jersey City will manage the bidding process and oversight of the contractor relationship with regard to the design and renovation of the field. In addition, the City agrees to continue to maintain the fields as it does presently.
7. Should the grant be awarded the Recreation Foundation, all parties agree to enter into an Agreement, delineating with specificity, all rights, obligations and responsibilities of the parties. This MOU is intended to clarify the intent of the parties to support application for this grant and to set forth the purpose therefore and is binding only in that respect.

~Signatures appear on Page 2~

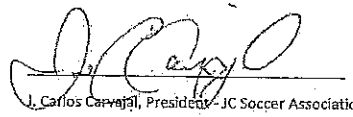
HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT



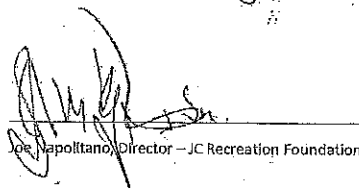
Steven Fulop, Mayor - City of Jersey City



Dr. Marcia Lyles, Superintendent - JC Public Schools



J. Carlos Carrvajal, President - JC Soccer Association



Joe Napolitano, Director - JC Recreation Foundation

Date: 9/27/13

AUG-29-2013 15:43 From: LEGAL DEPARTMENT

2019156230

To: 2013326367

P. 3/9



LUIGGI C. CAMPANA
Business Administrator / Board Secretary

THE JERSEY CITY PUBLIC SCHOOLS
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07306
(201) 918-6274
(201) 938-1142 FAX



EMAIL: lcampana@jcboe.org

Resolution 11.10

WHEREAS, the Hudson County Open Space Trust Fund offers grants for improvements to facilities throughout the County; and

WHEREAS, the next round of grant opportunities has an application deadline of August 30, 2013; and

WHEREAS, community members have identified the grass soccer field at Caven Point as a potential site for the award of a grant to install artificial field turf that would improve the durability of this field for school and public use; and

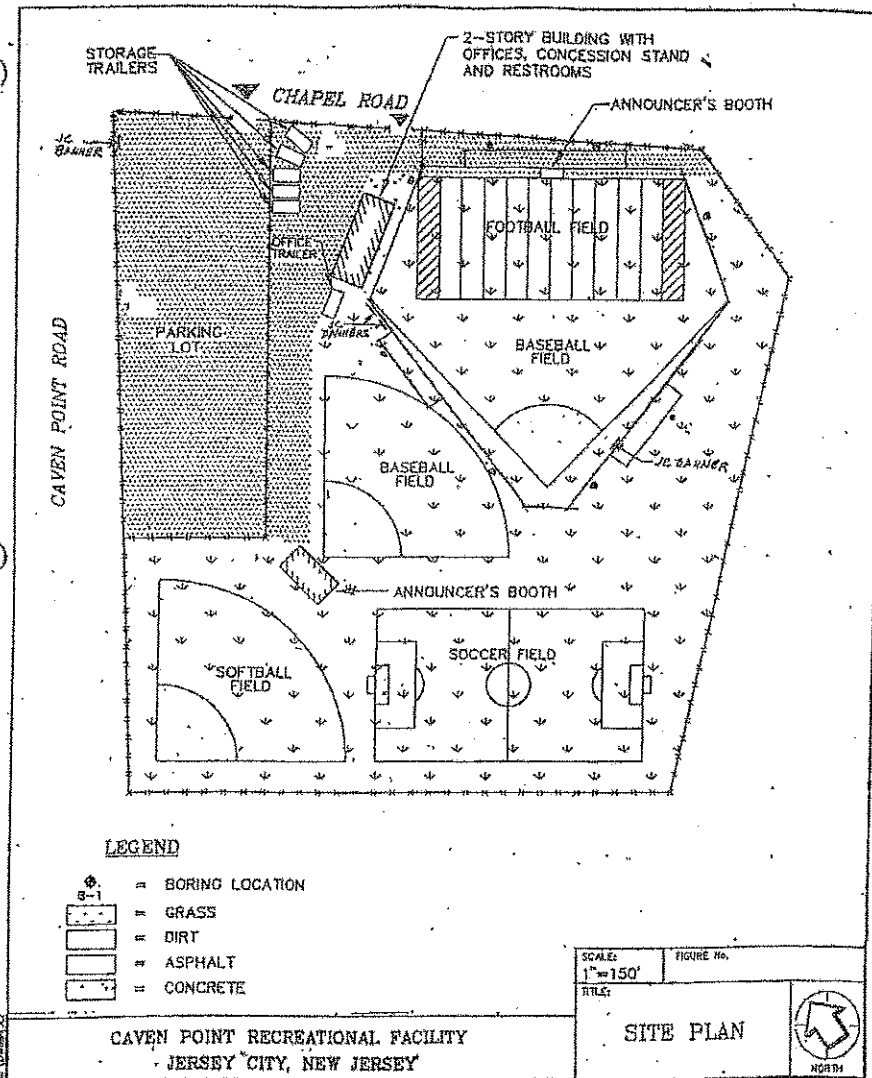
WHEREAS, the community members have requested support from the District to pursue grant funding with the understanding that the District would incur no expense nor be committed to supply any funding; now therefore

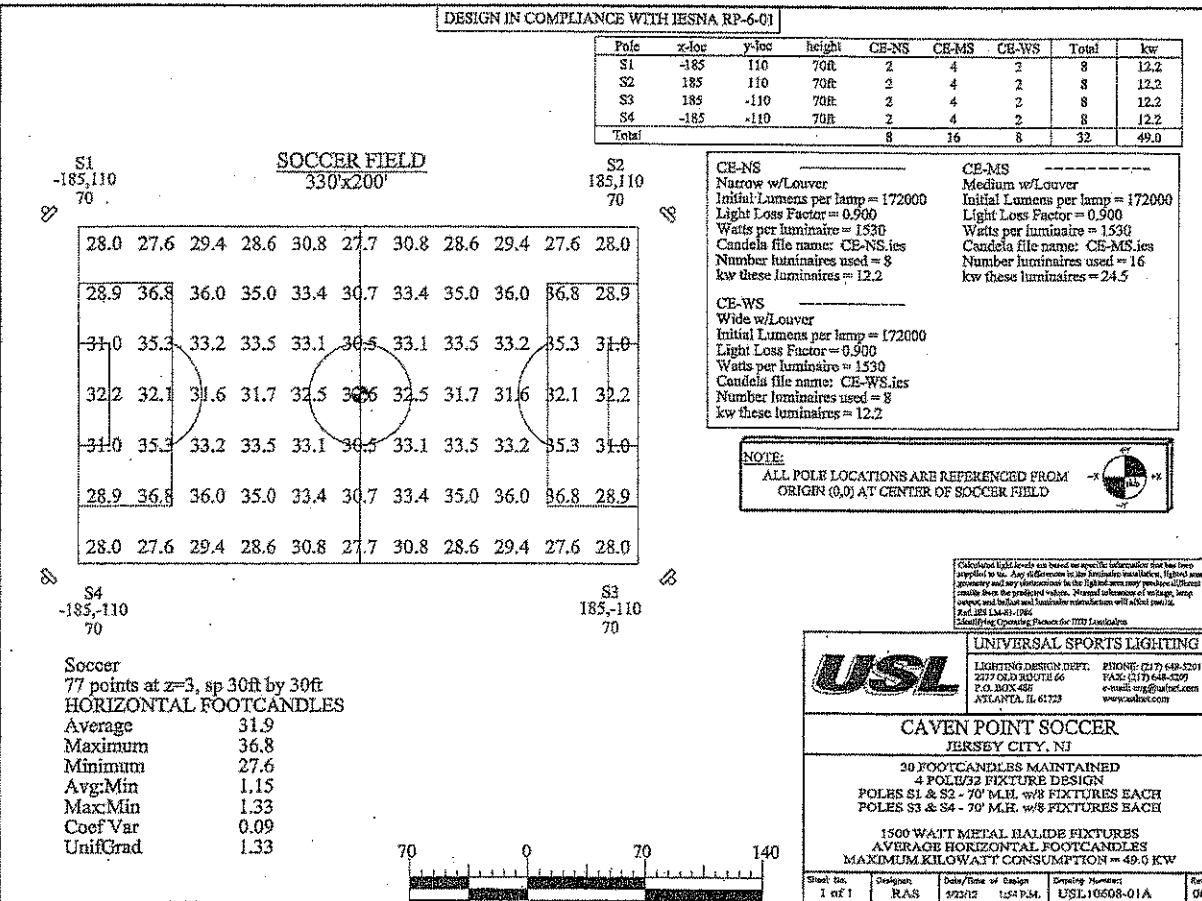
BE IT RESOLVED, that the Jersey City Board of Education, upon the recommendation of the Superintendent of Schools and Business Administrator/Board Secretary, expresses support for the submission of a letter of intent and subsequent application to the Hudson County Open Space Trust for funding to install artificial turf on the grass soccer field at Caven Point with the understanding that there is no expense to the District or a commitment for the District to supply funding.

This is to certify that the foregoing resolution was adopted by the Jersey City Board of Education at a Regular Public Meeting held on August 27, 2013.

Luigi C. Campana
Business Administrator/Board Secretary

THE JERSEY CITY PUBLIC SCHOOLS - AN EQUAL OPPORTUNITY EMPLOYER





Appendix "D"
GRANT REIMBURSEMENT PROCEDURES

For any project funded by the Hudson County Open Space, Recreation and Historic Preservation Trust, the following items must be completed and provided to the Hudson County Division of Planning in order to receive a reimbursement payment:

For All Grant-Funded Projects:

1. **Grant Agreement.** Fully executed grant agreement accepting terms and conditions of the Hudson County Open Space, Recreation, and Historic Preservation Trust program shall be held on file with the Hudson County Division of Planning.
2. **County Voucher Form.** Upon completing a phase of construction, please submit a voucher for reimbursement. The County Voucher Form must contain an original signature and be submitted on single sheet, double-sided paper. For your convenience, copies of the voucher form are enclosed with the Grant Agreement. Please contact the Hudson County Division of Planning at (201) 217-5137 for copies of extra voucher forms.
3. **Backup-Information.** Please submit a copy of the Project Line Items- Eligible Costs chart (Appendix A) indicating the ID and Resource name that you are requesting reimbursement for. Please provide invoices, cancelled checks, or other proofs of payment for eligible project costs as backup to the County Voucher form.
4. **Itemized Description.** For partial payments, an itemized description of eligible costs should accompany each grant reimbursement request.
5. **Site Inspection.** Upon receipt of a voucher, an on-site inspection shall be conducted by the Hudson County Building/Zoning Inspector to ensure completeness of each project cost.

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

City Clerk File No. Res. 14.760

Agenda No. 10.1

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

WHEREAS, the State of New Jersey, Department of Military and Veterans Affairs (“DMVA”) is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey (“Armory”);and

WHEREAS, the City of Jersey City (“City”) desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City use of the Armory for the period effective as of December 1, 2014 through March 13, 2015 provided the City pays a total user fee of \$91,926.00; and

WHEREAS, for the period of December 1, 2014 through December 31, 2014 the user fee will be approximately \$30,000.00 which is available in account 14-01-201-28-370-304; and

WHEREAS, for the period of January 1, 2015 through March 13, 2015 the user fee will be approximately \$61,926.00 and will be subject to the availability and appropriation of funds in the CY 2015 temporary and permanent budget in account number 15-01-201-28-370-304; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate approximately 500 children per night for various recreational programs; and

WHEREAS, the City desires to execute a Use Agreement with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a Use Agreement with another public body pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Laws; and

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

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

1. The Mayor or Business Administrator is authorized to execute the Use Agreement, in substantially the form attached, with the State of New Jersey Department of Military and Veterans Affairs;
2. The term of the Use Agreement shall be effective as of December 1, 2014 through March 13, 2015 only. The City shall pay the State of New Jersey Department of Military and Veterans Affairs the approximate total user fee of \$91,926.00; and
3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the CY 2014 budget shall be subject to the availability and appropriation of sufficient funds in the CY 2015 temporary and permanent fiscal year budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$30,000.00 are available in account number 14-01-201-28-370-304.

PO#115394

APPROVED: Cynthia K. Lee, Fiscal Officer APPROVED AS TO LEGAL FORM
Joe Ryan Strother
 APPROVED: _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

Project Manager

Department/Division	DEPARTMENT OF RECREATION	
Name/Title	RYAN STROTHER, DIRECTOR	
Phone/email	201 547 4537	

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

Contract Purpose

To provided structured recreational programs and activities for the benefit of the children and adults of Jersey City.

Cost (Identify all sources and amounts)

City funds will be used in the amount of \$30,000.00 account # 14-01-201-28-370-304
Remaining funds will be paid in CY 2015

Contract term (include all proposed renewals)

For the period of December 1, 2014 through March 13, 2015

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Cynthia M. Lee Fiscal Officer
Ryan Strother, Director
Signature of Department Director Date 11/17/14

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

ID-RPB

Monday, November 17, 2014

SUBJECT: Use of Jersey City Armory

TO: City of Jersey City/Department of Recreation

1. Attached is use agreement number 15190 in triplicate, covering the following:

Date(s): 12/1/2014 - 3/13/2015
Purpose: Recreation Activities

Application Fee	_____	\$ 75.00
Armorer Fee	_____	\$16,920.00
Use Fee	_____	\$74,931.00
Total Fees	_____	\$91,926.00

2. **The User** assumes full and complete responsibility for the safety of the public during any occupancy, and **must obtain** (if applicable) **an insurance policy** to support their use. The proof/certificate of insurance must cover all injuries and property damage that may be sustained by any person occupying the premises as a result of said use agreement.

3. Insurance policies/certificates **must name the "NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND ITS EMPLOYEES as ADDITIONAL INSURED."** Coverage amounts required are as shown on your use agreement and must be provided in advance of use.

4. **Payment is required in advance of use** and must be remitted by CERTIFIED CHECK, BANK CHECK, CASHIER CHECK, or MONEY ORDER made payable to "TREASURER, STATE OF NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS." **No personal checks please and DO NOT SEND CASH.**

5. Please sign and return all three (3) copies of the attached agreement along with payment and proof of insurance. **Please ensure all three original signature agreements are returned.** A fully endorsed copy of the agreement will be returned to you. Documentation **must be received** by this office at least ten (10) days prior to your use.

6. **No use** of the facility will be **allowed without endorsed agreements, payment and proof of insurance.** Other documentation (floor plans, permits and licenses) may be required to support use. Failure to produce the documentation may result in access to the facility being denied.

7. If you have any questions or concerns regarding your use agreement or the requirements to secure use please call us at (609) 530-6906 or (609) 530-6856.

FOR THE ADJUTANT GENERAL:

Office of Real Property
Rental and Leasing Section

3 Enclosures
CF: Chief Armorer

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

Date of Use Agreement: Monday, November 17, 2014

Use Agreement Number: 15190

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation
Caven Point Complex-1 Chapel Avenue
Jersey City, NJ 07305

Robert J. Kakoleski, Business Administrator
Ryan Strother, Director Dept of Recreation
(201) 547-4537

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 678 Montgomery Street

Jersey City, NJ 07306-3395

Dates: Monday, December 1, 2014 - Friday, March 13, 2015 (See Anticipated Use Schedule dated 17 Nov 2014)

Time: Various – (See Anticipated Use Schedule dated 17 Nov 2014)

Purpose: Recreation Activities and 5 Special Events

Space Used: Drill floor

Seating Areas Drill Floor Level

Restrooms: All on the drill floor level and on the Summit Avenue side of the building

Locker rooms during special events only

Control room during special events only

Seating Areas – second level during special events only

Restrooms on the second level - Jordan Avenue side of the building during special events only

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$91,926.00

Balance Due: \$91,926.00

Use Fee: \$74,931.00

Payments Made: \$0.00

Estimated Armorer Fee: \$16,920.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be: Charles Parsons
Telephone (201) 433-0619

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. User will provide uniformed security guards for inside and outside armory.
 - f. User will provide attendants in ladies' and men's restrooms.
 - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
 - h. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - i. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
 - a. User shall assume all risk and responsibility for, and agrees to indemnify defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs, and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
 - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
 - d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.
13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
 Robert J. Kakoleski,
 Business Administrator
 Municipal City Council

BY _____
 JILL ANN PRIAR
 Chief
 Office of Real Property

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Department of Military and Veterans Affairs (hereinafter referred to as "DMAVA") and the Jersey City Department of Recreation (hereinafter referred to as "JCDR") and supplements the Use Agreement between the parties for use of the Jersey City Armory covering the term of 1 Jul 2014 through 30 Jun 2015.

WHEREAS, DMAVA is the state agency responsible for managing the Jersey City Armory (hereinafter referred to as the "Armory") located at 678 Montgomery Street, Jersey City, New Jersey; and

WHEREAS, JCDR wishes to use and occupy certain space in the Armory for the purpose of operating recreational sports programs for the youth of Jersey City; and

WHEREAS, DMAVA is willing to permit the JCDR to utilize designated space, within the Armory under certain provisions, covenants, terms and conditions; and

WHEREAS, DMAVA has the authority to obligate the Armory to the terms of this MOU pursuant to title: 38A: 12-5. Nonmilitary use; and

WHEREAS, JCDR and DMAVA wish to delineate in writing, the provisions, covenants, terms and conditions by which DMAVA will agree to permit the agency of JCDR use of the Armory.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGENCY RESPONSIBILITIES:

DMAVA agrees to:

1. Support JCDR use on a Non-interrupt basis to the military mission and other scheduled uses.
2. Permit the JCDR use of the following areas to support structured youth sports programs for the youth of Jersey City between the ages of 8 and 18:
 - a. The drill floor
 - b. Seating Areas Drill Floor Level
 - c. Restrooms between seating levels on the Summit Avenue side of the building
 - d. Locker rooms during special events only
 - e. Control room during special events only
 - f. Seating Areas second level during special events only
 - g. Restrooms on the second level, on the Jordan Avenue side of the building during special events only
3. Generate a Use agreement to correspond with this MOU.
4. Allow JCDR use of the facility on a non-interrupt basis to the military in accordance with the schedule provided. No use shall be granted which conflicts with the military, DMAVA or other revenue generating users of the Armory.
5. Review requests for use received from JCDR within 10 business days of receipt and provide written responses with regard to DMAVA's ability to accommodate and estimated costs to support the requested use.
6. Provide a DMAVA representative to keep the Armory open for authorized JCDR use to the greatest extent DMAVA manning resources will allow.
7. Schedule DMAVA representative to support JCDR use at overtime when necessary, to the greatest extent DMAVA manning resources will allow.
8. Provide performance standards associated with services to be provided by JCDR during and after their use.
9. Provide inspection check list to be completed at beginning of each use and again at the conclusion of each use. (copy attached)

JCDR agrees to:

1. Enter into a Use Agreement and provide payment for use and any applicable Armorer's fees associated with use.
2. Provide a certificate of liability insurance naming the New Jersey Department of Military and Veterans Affairs and Its' Employees as additional insured.
3. Not sublet the Armory. Events and use not directly run or funded by JCDR, will require that Department, organization or entity to seek a separate use agreement from DMAVA and provide required payment and insurance in advance of use.
4. Identify all areas of use not specifically listed on Use Agreement to DMAVA POC listed in this MOU for inclusion in the Use Agreement. If additional areas of use are granted, JCDR shall ensure keys to each area are provided to the Chief Armorer for the Jersey City Armory.
5. Provide a calendar of requested dates of use from the start date of the use agreement to the end date of the use agreement, prior to the commencement of start of Use Agreement. Calendar shall identify all JCDR special events. Special events shall be directly related to structured youth sports programs associated with the youth of Jersey City and shall be run and funded by JCDR.
6. Submit requests for additional and/or changed use in the form of a letter at least three weeks in advance of requested change or additional use. These requests shall be consolidated to the greatest extent possible to minimize administrative effort required to process and reply. Requests that involve expanding use will result in additional fees.
7. Ensure use does not interfere with, impair, or prevent the development, maintenance, and operation of the Armory and its safe use.
8. Confine use to the drill floor, drill floor seating area, locker room, and bathrooms during normal recreation use. Bathrooms on the second level on the Jordan Avenue side of the building will only be used for special events.
9. Provide individuals to perform the following porter services during JCDR use of the premise:
 - a. Supervisor and Support Staff
 - b. Restroom Attendant
 - c. Locker Room Attendant
 - d. Crowd Control / Security
 - e. Clean Up after Use
10. Ensure JCDR individuals providing services meet or exceed performance standards provided by DMAVA later in this MOU and as directed by DMAVA representative in charge during use.
11. Shall clean the drill floor as well as all areas of use adjacent to the drill floor to include seating, bathrooms (upper and lower levels) and locker room on a daily basis after completion of use.
12. Shall be required to provide their own paper products, cleaning supplies, trash bags and shall remove all trash at the conclusion of each day. User shall ensure bathrooms and locker room are fully stocked during and at the completion of each use.
13. Assume responsibility for damage(s) that result directly or indirectly from use of the facility.
14. Maintain and keep in good repair the equipment and drill floor. Provide and place protective floor covering for the Basketball Court when not in use by JCDR and as required to support other uses of the facility.
15. Cancel use of the Armory on days the State has declared a snow emergency.
16. Obtain prior approval from the DMAVA regarding any plans for alterations to the Armory. All proposals will be forwarded to the Office of Real Property, P.O. Box 340, Trenton, NJ 08625-0340 to ensure proper coordination and approval is received. Costs of improvements proposed by JCDR will be at the sole expense of JCDR. Proposals for permanent alterations to the Armory by JCDR may require signed sealed architectural and/or engineering drawings and specifications. Such design costs along with the cost of improvements must be funded by JCDR.
17. Provide access, training, and use of the Score Board, to DMAVA representative to support other users of the Armory.
18. Establish and enforce a code of conduct for patrons and workers to follow that includes a prohibition for unruly behavior, and a requirement to demonstrate respectable behavior toward DMAVA representatives.
19. User agrees to adjust their schedule to support DMAVA's ability to generate revenue should the opportunity present.

PRINCIPAL CONTACTS:

For JCDR: Ryan Strother - Director, Department of Recreation
City of Jersey City
Caven Point Complex
1 Chapel Avenue
Jersey City, New Jersey 07305
Phone: (201) 547-5269
Fax: (201) 547-4586
e-mail: JOEM@jcnj.org

For DMAVA: Jill Ann Priar -- Chief Real Property Bureau
NJDMAVA
(Mailing address) P.O. Box 340 (Physical address) 101 Eggert Crossing Road
Trenton, NJ 08625-0340 Lawrenceville, NJ 08648-2805
Phone: (609) 530-6856
Fax: (609) 530-6880
e-mail: jill.priar@njdmava.state.nj.us

GENERAL PROVISIONS: All terms and conditions of the Use Agreement associated with this MOU apply.

FOR:

JCDR

DMAVA

Robert J. Kakoleski
Business Administrator
City of Jersey City

Jill Ann Priar
Chief -- Real Property Bureau

Dated: _____

Dated: _____

Ryan Strother
Director, Department of Recreation

Dated: _____

PERFORMANCE STANDARDS

JCDR shall provide one lead staff member to report to the DMAVA Representative on site. This JCDR lead member will supervise the JCDR workforce and will employ a methodical approach to ensure that all areas of use are kept clean and dry, bathrooms are monitored and restocked and access by patrons is restricted to authorized areas of use.

JCDR lead member on arrival shall provide DMAVA on site representative with a list of individuals working and the areas for which they will be responsible.

JCDR lead member shall inspect each area to be used with DMAVA representative and complete check list depicting condition of area to be used prior to start of use.

JCDR lead member shall be responsible for providing written reports to include but not limited to those related to property damage, personal injuries, and accidents as required.

JCDR lead member shall inspect each area used with DMAVA representative and complete check list depicting condition of area after use, before departing the premise.

GENERAL INSTRUCTIONS FOR ALL STAFF:

No gum, food or drink other than water is allowed on the drill floor. Staff shall observe and enforce this rule.

Damage is to be reported immediately to DMAVA representative. Written reports associated with damage will be required. JCDR shall provide written statement/s regarding damage to the DMAVA representative.

Emergencies are to be reported immediately to DMAVA representative. Facility related emergencies shall be handled on a case by case basis.

JCDR staff will provide constant monitoring and take the steps necessary to ensure floors remain debris free and dry.

JCDR staff shall all be actively engaged in ensuring no patrons enter areas that are not authorized for use.

JCDR staff shall ensure trash cans are lined, liners pulled and replace routinely as needed. Trash is to be taken to the designated area in the basement.

JCDR staff members shall all wear vests, or shirts that clearly and easily identify them as event staff for the duration of their service in the building.

Ingress and egress points are to remain unblocked and doors must be in the closed position when not in use.

Short wave radios/walkie talkies on site can be used to facilitate communications between staff members both JCDR and DMAVA working the use. JCDR lead and DMAVA representative will determine method of communication prior to commencement of use.

RESTROOM AND LOCKER ROOM ATTENDANTS:

JDCR staff shall maintain a presence in and continuously monitor area during periods of use and ensure appropriate use of facilities.

JCDR staff shall supply and restock consumable products such as hand soap, paper towels, and toilet tissue during facility use.

JCDR staff shall clean as required to maintain sanitary conditions within the space.

JCDR staff shall report damage or malfunctioning equipment or facility systems immediately to the DMAVA representative on site.

At conclusion of each day of use JCDR staff shall ensure areas are thoroughly swept, trash removed and liners replaced. All fixtures, counters, benches, shower stalls and etc must be wiped down and floors mopped with disinfectant.

CROWD CONTROL AND SECURITY:

JCDR shall ensure staff members are aware of permitted areas of use. JCDR staff shall ensure that patrons are confined to the areas of use permitted.

JCDR staff will provide information to patrons regarding location of lavatories and locker rooms.

JCDR staff will compel patrons to adhere to a code of conduct that ensures safe and responsible use of the premises.

JCDR is responsible for addressing and handling all safety and security issues apparent during their use.

CLEAN UP AFTER USE:

JCDR staff shall ensure all areas used are free of debris and thoroughly swept at the conclusion of each use. All areas of use shall be mopped as needed at the conclusion of each use to ensure floors are free of sticky particles from food, beverages, foot traffic, etc.

JCDR staff shall ensure seats are dry, and clean at the conclusion of each use.

JCDR staff shall ensure that equipment is properly stored at the conclusion of each use.

JCDR

DMAVA

Ryan Strother
Director, Department of Recreation

Jill Ann Prior
Chief – Real Property Bureau

Dated: _____

Dated: _____

JERSEY CITY ARMORY
ANTICIPATED USE SCHEDULE - CITY OF JERSEY CITY
Use Agreement# 15190

Date of Use	Day of Week	Purpose	Area/s of Use	USE TIMES			ARMORER			
				Start	End	HOURS	Start	End	# Required	HOURS
1-Dec-14	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
2-Dec-14	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
3-Dec-14	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
4-Dec-14	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
5-Dec-14	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
8-Dec-14	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
9-Dec-14	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
10-Dec-14	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
11-Dec-14	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
12-Dec-14	SDO FRIDAY	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:00 PM	8:30 PM	1	5.5
15-Dec-14	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
16-Dec-14	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
17-Dec-14	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
18-Dec-14	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
19-Dec-14	Friday	SPECIAL EVENT	Both Tiers & Lockerroom	3:30 PM	11:00 PM	8.5	3:30 PM	11:30 PM	1	9
22-Dec-14	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
23-Dec-14	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
28-Dec-14	Sunday	SPECIAL EVENT	Both Tiers & Lockerroom	7:00 AM	5:00 PM	10	6:30 AM	7:00 PM	1	12.5
29-Dec-14	Monday	Open Recreation	Lower Tier Only	12:00 PM	6:00 PM	6	3:30 PM	6:30 PM	1	3
30-Dec-14	Tuesday	Open Recreation	Lower Tier Only	12:00 PM	6:00 PM	6	3:30 PM	6:30 PM	1	3
31-Dec-14	Wednesday	Open Recreation	Lower Tier Only	12:00 PM	6:00 PM	6	3:30 PM	6:30 PM	1	3
5-Jan-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
6-Jan-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
7-Jan-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
8-Jan-15	thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
9-Jan-15	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
12-Jan-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5

JERSEY CITY ARMORY
ANTICIPATED USE SCHEDULE - CITY OF JERSEY CITY
Use Agreement# 15190

13-Jan-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
14-Jan-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
15-Jan-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
18-Jan-15	Sunday	SPECIAL EVENT	Both Tiers & Lockerroom	7:00 AM	5:00 PM	10	6:30 AM	7:00 PM	1	12.5
20-Jan-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
21-Jan-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
22-Jan-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
23-Jan-15	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
26-Jan-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
27-Jan-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
28-Jan-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
29-Jan-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
30-Jan-15	SDO FRIDAY	SPECIAL EVENT	Both Tiers & Lockerroom	3:30 PM	11:00 PM	7.5	3:00 PM	11:30 PM	1	8.5
2-Feb-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
3-Feb-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
4-Feb-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
5-Feb-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
6-Feb-15	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
8-Feb-15	Sunday	SPECIAL EVENT	Both Tiers & Lockerroom	7:00 AM	5:00 PM	10	6:30 AM	7:00 PM	1	12.5
9-Feb-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
10-Feb-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
11-Feb-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
12-Feb-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
13-Feb-15	SDO FRIDAY	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:00 PM	8:30 PM	1	5.5
17-Feb-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
18-Feb-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
19-Feb-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
20-Feb-15	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
23-Feb-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5

**JERSEY CITY ARMORY
ANTICIPATED USE SCHEDULE - CITY OF JERSEY CITY
Use Agreement# 15190**

24-Feb-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
25-Feb-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
26-Feb-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
27-Feb-15	SDO FRIDAY	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:00 PM	8:30 PM	1	5.5
2-Mar-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
3-Mar-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
4-Mar-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
5-Mar-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
6-Mar-15	Friday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
9-Mar-15	Monday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
10-Mar-15	Tuesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
11-Mar-15	Wednesday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
12-Mar-15	Thursday	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:30 PM	8:30 PM	1	5
13-Mar-15	SDO FRIDAY	Open Recreation	Lower Tier Only	3:30 PM	8:00 PM	4.5	3:00 PM	8:30 PM	1	5.5

343

376

Application Fee:	\$	75.00
Use Fee:		\$74,931.00
Armorer OT:		\$16,920.00
Total Estimate:	\$	91,926.00

Paid under UA 15157 Initial Contract

343.00 Hrs @ \$217 per hour + Use of Locker Rooms @ \$50.00 Each

376.00 Hrs @ \$45 per hour

Estimated Costs - Log# 15080

**Jersey City Armory
Use Agreement Inspection Checklist - Upper Level**

Name of User Representative: _____

Please Print

Date of Use: _____

Use Agreement # _____

15190

Upper Level - Jordan Ave. Side

Upper Level - Summit Ave. Side

	Men's Rm	Ladies Rm	Men's Rm	Ladies Rm	Men's Rm	Ladies Rm	Men's Rm	Ladies Rm		
	Start Y/N	Start Y/N	End Y/N	End Y/N	Start Y/N	Start Y/N	End Y/N	End Y/N		
Toilets Clean										
Sinks Clean										
Floor Clean										
Mirror Clean										
Soap Full										
Paper Product Full										
Trash Bins Empty										
Receptacle Bins Empty										
Trash Liners in Place										
Odor of Disinfectant										
Restroom Hallway Clean										
	Start	End			Start	End				
Seating Area Swept										
Seating Area Floor Clean										
Entrance Clean										
Stairwells Clean										
Control Room Clean										
Elevators Clean										
Trash Bin Empty										
Trash Liners in Place										
Trash Removed to Basement										
Damage Noted										

Support Staff Names and Area of Responsibility Provided? YES or NO

NOTES:

DMAVA Representative Signature _____

User Representative Signature _____

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

City Clerk File No. Res. 14.761

Agenda No. 10.M

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE COUNTY OF HUDSON IN CONNECTION WITH APPROXIMATELY \$1,000,000 IN FUNDING FOR BERRY LANE PARK

Council
following resolution:

Offered and moved adoption of the

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and

WHEREAS, Resolution 14.004 authorized the City of Jersey City (the "City") to submit a grant application to the County Trust Fund to further the public interest by obtaining grant funding for Berry Lane Park – Phase III; and

WHEREAS, the County of Hudson (the "County") determined that the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the County approved a grant award amount of \$1,000,000 for Berry Lane Park – Phase III; and

WHEREAS, the City is committed to providing matching funds for Berry Lane Park – Phase III in the amount of \$784,600; and

WHEREAS, the City will use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and will enter into an agreement with the County for the above named project and ensure its completion on or about the project contract expiration date; and

WHEREAS, the County requires that the City execute a Hudson County Open Space, Recreation and Historic Preservation Trust Fund Grant Agreement in order to obtain the grant funding.

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 Hudson County Open Space, Recreation and Historic Preservation Trust Fund Grant Agreement attached hereto to obtain a grant in the amount of \$1,000,000 to be used to reimburse the City for the costs of the construction of Berry Lane Park and to commit the City to provide matching funds towards the project in the amount of \$784,600; and

City Clerk File No. Res.1 4.761

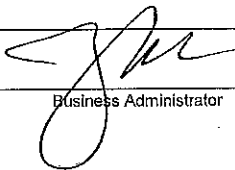
Agenda No. 10.M NOV 25 2014

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE COUNTY OF HUDSON IN CONNECTION WITH APPROXIMATELY \$1,000,000 IN FUNDING FOR BERRY LANE PARK

- 2) The Mayor or Business Administrator is authorized to take such other actions and to execute such other documents as may be necessary to accomplish the purposes of this resolution.

JMcK
11-17-2014

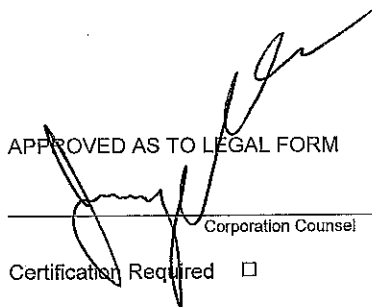
APPROVED: _____



APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

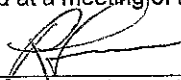
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

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 GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE COUNTY OF HUDSON IN CONNECTION WITH APPROXIMATELY \$1,000,000 IN FUNDING FOR BERRY LANE PARK

Project Manager

Department/Division	Mayor's Office	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@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 and County of Hudson wish to enter into a grant agreement for the construction of Berry Lane Park – Phase III. Under the Agreement, the Hudson County Open Space, Recreation and Historic Trust Fund Grant will provide a grant award amount of \$1,000,000.00. The City will provide a match for the project in the amount of \$784,600.00.

Cost (Identify all sources and amounts)

Municipal match funds: \$784,600.00.

Contract term (include all proposed renewals)

2 years.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11/17/2014
Date

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
WHEREAS, THE COUNTY OF HUDSON (THE "COUNTY") HAS BEEN DULY DESIGNATED TO ADMINISTER OR SUPERVISE THE ADMINISTRATION OF THE HUDSON COUNTY OPEN SPACE TRUST FUND AND HAS, IN TURN, DESIGNATED THE GRANTEE TO BE DIRECTLY RESPONSIBLE FOR THE IMPLEMENTATION AND ADMINISTRATION OF PARK AND RECREATION IMPROVEMENTS OR HISTORIC PRESERVATION PROJECTS COVERED BY THIS CONTRACT.

THEREFORE, THE COUNTY AND THE GRANTEE AGREE AS FOLLOWS:

I. DEFINITIONS

For the purpose of this document, the following items, when capitalized shall have meaning as stated:

Appendix(es) means the attachment(s) to this document including the Grant Terms and Conditions, Appendix "A", the Publicity Agreement, Appendix "B", the project description, Appendix "C" and the Grant Reimbursement Procedures, Appendix "D".

Grant Contract means this document, the Appendix(es), any additional appendices or attachments including any approved assignments, contracts, modification(s) and all supporting documents. The Grant Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the County and the Grantee Agency. All Notices shall be directed to the person(s) and address(es) specified for such purpose in the Appendix(es) or to such other persons as either party may designate in writing.

Grantee means **City of Jersey City**
(Organization Name)

Termination means an official cessation of this Grant Contract resulting either from routine expiration of from formal action taken by the County of Grantee Agency, in accordance with provisions contained in this Grant Contract, to nullify the contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.0.1 Administration The County shall act as the administrator of this Grant Contract and shall not be declared by the Grantee to be a sponsor or co-sponsor of the Grantee's project, unless otherwise indicated.

Section 2.02 Payment As established in the Appendix(es), payment of the grant shall be based on allowable expenditures. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Terms and Conditions of the Grant Contract. Total payment(s) shall not exceed the awarded grant amount. All payments authorized by the County under this Grant Contract shall be subject to revision on the basis of an audit(s) or on the basis of the County monitoring or evaluating the Grant Contract.

Section 2.03 Compliance with Laws The Grantee Agency agrees through the acceptance of this Grant Contract to comply with all applicable Federal, State, and Local Laws, rules and regulations (collectively "Laws"), including but not limited to the following State and Local Laws relating to licenser; Federal and State Laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended) P.L.1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of disability, and regulations there under. Failure to comply with the laws, rules, and regulations referenced above may result in the termination of this Grant Contract.

Section 2.04 County Policies and Procedures. In the administration of this Contract, the Grantee shall comply with all applicable policies and procedures issued by the County. Failure to comply with these policies and procedures shall be grounds to terminate this Grant Contract.

Section 2.05 Finance Management System. A comprehensive financial management system is required as are provisions for a clear audit trail of Hudson County Open Trust Fund grant funds. The Grantee must maintain all financial records, including substantiating documentation (i.e. invoices, bills, payroll vouchers), for a four (4) year period; or for a period required under any applicable state or federal record retention regulations, which ever is longer.

The grantee's financial management system shall provide for the following:

- (a) Accurate, current, and complete disclosure of the financial results of this Grant Contract.
- (b) Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and shall ensure they are used solely for authorized purposes.
- (c) Comparison of actual outlays with budgeted amounts for this Grant Contract.

- (d) Accounting records supported by source documentation.
- (e) Procedures to minimize elapsed time between an advanced payment issued and the disbursement of such advance funds by the Grantee.

Section 2.06 Audit. At any time during the Grant Contract term, the Grantee's overall operations, its compliance with specific Grant Contract provisions, and the operation of any assignees or sub-contractors engaged by the Grantee under Section 4.02 Assignments and Sub-contracts may be subject to audit or review by the County, by any other appropriate unit or agency of the County, State, or Federal government, and/or a private firm or firms retained or approved by the County for such purposes.

Whether or not such audits are conducted during the Grant Contract term, final financial and compliance audit of Grant Contract operations, including the relevant operation of any assignee or sub-contractors, may be conducted after Grant Contract termination. The Grantee is subject to audit up to four (4) years after Termination of the Contract.

If any audit has begun, but not completed or resolved before the end of the four (4) year period, the Grantee continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Grantee annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standard for Audit of Governmental Organizations, Programs, Activities and Functions issued by the Comptroller General of the United States or other standards required by the County.

Section 2.07 Grant Contract Reports. The Grantee shall submit quarterly updates in the 2 year project time frame updating the Open Space Advisory Board on financial accounts, project delays, and project updates.

III. TERMINATIONS

Section 3.01 Termination by Grantee. The Grantee may only terminate this Grant Contract upon written notice with the effective date of cessation of the Grant Contract to the Division Chief of the Hudson County Division of Planning. If the Contract is terminated by the Grantee, the Grantee shall be obligated to return all unexpended awarded Grant Contract funds to the County and shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit.

Section 3.02 Termination for Cause. If the Grantee is not, or has not been in compliance with any provision(s) of this Grant Contract and its Annexes, the County may, by Notice, place the Grantee in a state of probation at which time the Grantee shall take expeditious steps to comply immediately; failure to comply may cause the County to find the Grantee in default of the Grant Contract and, in accordance with County policy and procedures, may terminate the Grant Contract and release the County from any remaining Hudson County Open Space Trust grant payment obligations.

Section 3.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Grant Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Grant Contract is contingent upon receipt of funds from the State of New Jersey and/or any other applicable source. If during the term of the Grant Contract, therefore, the State government or applicable source reduces its allocation to the County, the County reserves the right, upon Notice to the Grantee, to reduce or Terminate the Grant Contract.

IV. MISCELLANEOUS

Section 4.01 Application of New Jersey Law. This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey.

Section 4.02 Assignment and Subcontracts. No right or obligation of the Grantee under this Grant Contract may be assigned or subcontracted without authorized written consent from the County. It is further understood that no funds granted herein shall be used for any purpose other than the stated purpose for which this grant is made.

Section 4.03 Statement of Non-Influence. No person employed by the County of Hudson has been or will be paid any fees, or compensation of any kind, or granted any gratuity by the Grantee or any representative thereof, in order to influence the awarding or administration this Grant Contract.

Section 4.04 Exercise of Rights. A failure or delay on the part of the County or the Grantee in exercising any right, power or privilege under this Grant Contract shall not waive any right, power

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT or privilege. Moreover, a single or partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

V. OBLIGATION OF THE GRANTEE

Section 5.01. The Grantee shall not change any of the terms of this Grant Contract. If the Grantee attempts to change the Grant Contract in anyway, the grant will be null and void and the County will rescind all or part of the grant funds, or terminate the Grant Contract.

Section 5.02. The awarded Grant Contract is for the period stated in Appendix "A". All grant funds, as well as challenge and matching funds approved for projects specifically to be supported by this grant, must be obligated within that period.

Section 5.03. This awarded grant fund must be expended only for the activities described in this grant agreement and 2014 Recommendations Report, as stated in Appendix "A", during the specified period.

Section 5.04. The Grantee must abide by the publicity agreement as stated in Appendix "B". Failure to comply may result in Grant Contract termination or suspension and rescission of all or part of the awarded grant funds.

Section 5.05. In the event the Grantee is not a municipal subdivision or a duly created statutory municipal or a County autonomous agency, the Grantee certifies that its agency is a certified non-profit agency, and recognized as such by the State of New Jersey and the Internal Revenue Service.

Section 5.06. Pursuant to N.J.S.A 40A:5-16, the County shall pay moneys to the Grantee upon the Grantee first presenting a detailed bill of items on demand, specifying particularly how the bill or demand is made up, with the certification of the Grantee that is correct.

This certification shall be in the form of a claimant signature on the standard County voucher (Executive Order) form. Said form shall then be submitted by the Grantee to the Hudson County Division of Planning, and shall contain copies of all invoices and/or other documentation supporting the detailed list of claims on said form. Said form must be certified by the Director of Parks & Community Services, or his/her designee, having knowledge of the facts that the goods have been received by, or the services rendered to, the County prior to a payment being made to the Grantee.

The Grantee shall receive the grant funds upon the completion of this agreement by all parties and the balance of upon completion of the project or period, and the submission and approval of the County of any final reports, site inspections and/or audits.

Section 5.07. The Grantee is entirely accountable for the receipt, handling, and expenditure of grant funds solely for the purposes as specified in the approved application as listed in Appendix "A".

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
CONTRACT SIGNATURE AND DATES

THE PARTIES AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT SET-FORTH ON THE PRECEDING PAGES AND THE REFERENCED APPENDICES.

FOR THE COUNTY OF HUDSON:

By: _____
Thomas A. DeGise
County Executive

Dated: _____

Attest:

By: _____
Alberto G. Santos
Freeholder Clerk

Dated: _____

FOR THE CITY OF JERSEY CITY:

By: _____
Steven Fulop
Mayor

Dated: _____

Attest:

By: _____
Name/Title

Dated: _____

GRANTEE CORPORATE SEAL

(Imprint Here)

CONTRACT EFFECTIVE DATE: _____

CONTRACT EXPIRATION DATE: _____

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
APPENDIX "A" GRANT AGREEMENT

GRANTEE: City of Jersey City
(Organization Name)

PROJECT No.: PI-05-14

INCORPORATED NAME: City of Jersey City

ADDRESS: 280 Grove Street
Jersey City, NJ 07302

CATEGORY OF AWARD FUNDING: Park Improvement

GRANT AWARD AMOUNT: **\$ 1,000,000.00**

AWARDED GRANT PROJECT DESCRIPTION: The City of Jersey City acting as the Grantee for the Jersey City Redevelopment Agency seeks funds to proceed with construction of Area 5 Multi-Purpose Field. Area 5 consists of a multi-purpose synthetic turf field (soccer, football, cricket, and lacrosse), sports lighting, landscaping, trees, park furniture, bleachers, scoreboard, curbing, fencing and permeable pavers. Area 5 will be part of Phase III development of the overall 17 acre park. All grant-funded items shall be performed in accordance with Appendix A and C and be limited to items listed in this grant agreement.

FISCAL YEAR OF GRANT: FY 2014

START DATE OF GRANT AWARDED PROJECT: September 30, 2014

COMPLETION DATE OF GRANT AWARDED PROJECT: September 28, 2016

TERMS AND CONDITIONS GOVERNING THE AWARDED GRANT

The **City of Jersey City**, hereinafter known as the **Grantee**, shall not change any of the terms of this Grant Contract (deletions, additions, etc.) without the written permission of the County of Hudson. If a Grantee attempts to make a change without written permission, the Grant Contract will be null and void and the County of Hudson, hereinafter known as the **County**, will terminate the Grant Contract and rescind all or part of the grant.

1. The project must be completed within the 2 year project term and in accordance with the Grant Agreement stated start and completion dates. All grant funds, as well as matching funds approved for projects specifically to be supported by the grant, must be obligated within the start and completion date. **Municipal Match: \$784,600; \$1,000,000 CDBG funds. Reprogrammed Amount: \$30,967.74**
2. Grantee will have four (4) months from the September 11, 2014 (the date of Freeholder approval of the required Hudson County funding resolutions) to execute a Grant Agreement with the County.
3. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.
4. The below chart is the Project Line Items for eligible costs. Any unencumbered grant funds at the end of the fiscal period covering the awarded grant shall be returned to the Open Space Trust Fund. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase. Please see Appendix "D" for additional information regarding reimbursement procedures.

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT

Project Line Items- Eligible Costs

PI-05-14	Berry Lane- Phase III AREA 5			
ID	Resource Names	Quantity	Unit Price	Total
1	Inlet Protection	2	\$100.00	\$200.00
2	Silt Fence	300	\$3.00	\$900.00
3	12" HDPE Pipe	221	\$35.00	\$7,735.00
4	Yard Inlet	1	\$2,500.00	\$2,500.00
5	Type E Inlet	1	\$4,500.00	\$4,500.00
6	Backfill	40	\$35.00	\$1,400.00
7	Colored Concrete	29650	\$10.00	\$296,500.00
8	Permeable Pavers	1274	\$12.00	\$15,288.00
9	Paver Grate Tree Grate	84	\$1,200.00	\$100,800.00
10	Flush Curb	2450	\$17.50	\$42,875.00
11	Trash Can	10	\$1,250.00	\$12,500.00
12	Picnic Tables	12	\$2,100.00	\$25,200.00
13	Bench	16	\$1,200.00	\$19,200.00
14	Bike Racks	3	\$150.00	\$450.00
15	Synthetic turf infill type	1	\$545,354.00	\$545,354.00
16	Soccer Goals	2	\$3,500.00	\$7,000.00
17	Bleachers- 4 row pre-fab metal on concrete pad	8	\$2,200.00	\$17,600.00
18	Player benches	8	\$1,000.00	\$8,000.00
19	Corner Flags	4	\$300.00	\$1,200.00
20	4" HT Chain Link Fence at Ballfield	1200	\$40.00	\$48,000.00
21	Football Goal Post (Pair of 2)	1	\$4,500.00	\$4,500.00
22	Soccer/Football Scoreboard	2	\$14,700.00	\$29,400.00
23	Conduit	1400	\$2.00	\$2,800.00
24	Sports Lighting	1	\$195,000.00	\$195,000.00
25	Misc. Conduit work, panels, boxes	4500	\$3.00	\$13,500.00
26	Landscaping Seed Mix	24000	\$0.45	\$10,800.00
27	Topsoil	500	\$40.00	\$20,000.00
28	Trees	84	\$750.00	\$63,000.00
29	Storage Building	1	\$79,700.00	\$79,700.00
30	Press Box	1	\$68,070.00	\$68,070.00
			Total	\$1,643,972.00
			Reprogrammed	\$30,967.74
			Total Awarded	\$1,000,000.00
				\$931,930.00

5. Throughout the life of the grant, the Grantee will be required to submit quarterly progress reports to the Hudson County Division of Planning.
6. The Grantee must notify the Division of Planning 3 days before they submit a voucher. The voucher should include items to inspect at the time of completion.
7. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement or historic preservation capital project or rehabilitation plan.
8. The Grantee must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.
9. The Grantee must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. **No deviations will be approved in the last 6 months of the grant agreement.**
10. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.
11. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.
12. One month prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the County Executive's Office for availability.

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT

13. Grants shall not be used to repay loans or in turn loaned to other agencies for any reason.
14. Grants shall not be used as down payments or as collateral for personal self-gain.
15. Grantees shall not fund any other park and recreation improvement or historic preservation project with the grant awarded funds.
16. It shall be the responsibility of the Grantee to notify the Hudson County Division of Planning in writing of any change in its mailing address or telephone number. Failure to do so may result in termination of the Grant Contract and rescission of all or part of the grant funds.
17. The Grantee shall honor all deadlines for program and final reports. Failure to do so may result in the withholding of remaining payments and/or the prohibition of future grant applications to the County.
18. At the time of receipt of funds from the Hudson County Open Space Trust, grantee shall designate the site with the NJ Green Acres Recreation and Open Space Inventory (ROSI) as defined under N.J.A.C. 7:36-2.1.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

AGENCY AUTHORIZED DESIGNEE

DATE

Jersey City

GA: PI-05-14
Berry Lane Park Phase III- Area 5

PAGE 7 of 11

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT
APPENDIX "B" PUBLICITY AGREEMENT

BETWEEN

COUNTY OF HUDSON

AND

City of Jersey City
(Grantee Agency)

This publicity agreement is hereby incorporated into the body of the Grant Contract between the County of Hudson, and the above named Grantee, as explicit terms and conditions of the Contract. By the signature below, the Grantee agrees to abide by these terms and conditions. Failure to do so may result in rescission of all of part of the grant.

1. PROGRAM, FLYER, ORGANIZATIONAL BROCHURE CREDIT: The language used when crediting the County of Hudson in programs, flyers, or brochures shall be **set in type size not smaller than 7 pt.** and will read as follows: **THIS PROGRAM IS MADE POSSIBLE IN PART BY FUNDS FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND, ADMINISTERED BY THE HUDSON COUNTY DIVISION OF PLANNING, THOMAS A. DEGISE, COUNTY EXECUTIVE, AND THE BOARD OF CHOSEN FREEHOLDERS.** The credit line **must** be given on the **title page of all programs, playbills, catalogues, manuscripts, organizational brochures.**

2. PUBLICITY, MARKETING AND PROMOTION: The aforesaid credit line must be inserted in all printed materials, newspaper and magazine ads, ads in playbills or programs **that are 10 column inches or larger.** Press releases announcing Hudson County Open Space Trust Fund supported projects or general operating activities must include the credit line. Posters, handbills, advertising post cards, billboards, and train or bus call cards promoting projects or organizations funded through the Hudson County Open Space Trust Fund shall include the credit line. The credit line also must be incorporated in all paid or donated radio and television advertising spots longer than fifteen (15) seconds.

3. ADVERTISING: Any advertising, **regardless of size/length,** placed by Grantee that credits another funding source must also credit the Hudson County Open Space Trust Fund.

4. SUBMISSION OF PUBLICITY MATERIAL: The Grantee shall send to the Hudson County Division of Planning copies of **all publicity, marketing, promotional materials, programs, catalogues, flyers, posters, mailers, etc.** utilized by the Grantee in the promotion of the program or project funded by the Hudson County Open Space Trust Fund.

5. CO-SPONSORSHIP: Under no circumstances may Grantee state or imply that its program and/or activities are "sponsored" or "co-sponsored" by the Hudson County Division of Planning or the County of Hudson, without expressed written consent of the County. Those programs that are "co-sponsored" will have additional, specific publicity requirements dependent on the program at time of negotiation.

6. CONSTRUCTION SIGNAGE: Hudson County shall provide Grantee with a construction sign that shall be maintained for the duration of the project identifying the project as funded by the Hudson County Open Space Trust Fund. The Grantee shall pick up the construction sign from the Division of Planning once this grant agreement is fully executed.

7. SIGNAGE PLACEMENT: Hudson County shall provide Grantee with one or more signs that identify the parkland or facility as a Hudson County funded site dedicated to permanent recreation and open space or historic preservation. The grantee shall post the sign(s) in a prominent place or places on the funded parkland or, as applicable, at the recreation and conservation facility, and shall maintain such sign(s).

8. NOTIFICATION: Grantee shall notify the Division of Planning two months prior to the dedication/rededication/opening ceremony of the project. The Grantee shall notify the County Executive's Office one month prior to the opening ceremony to check availability.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

GRANTEE AGENCY/ORGANIZATION

DATE

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

City Clerk File No. Res. 14-004

Agenda No. 10.D

Approved: JAN 02 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
SUBMIT A GRANT APPLICATION TO THE HUDSON COUNTY
OPEN SPACE TRUST FUND FOR THE BERRY LANE PARK -
PHASE III PROJECT

COUNCIL offered and moved
adoption of the following resolutions:

WHEREAS, the Hudson County Open Space, recreation, and historic Preservation Trust fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and,

WHEREAS, the City of Jersey City desires to further the public interest by obtaining a matching grant of \$1.6 million from the County Trust Fund to fund the following project: Berry Lane Park - Phase III; and,

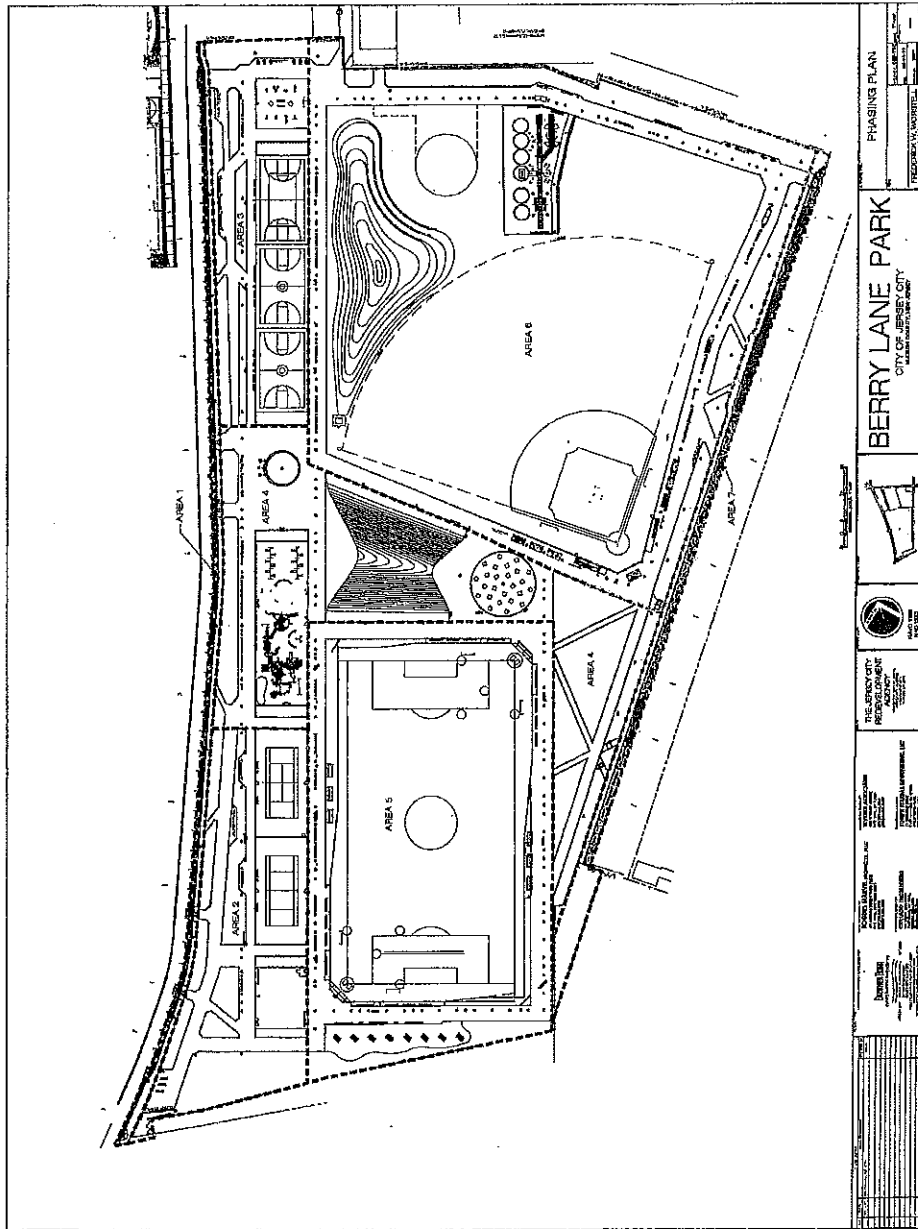
WHEREAS, the proper City Officials have reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the above named project and ensure its completion on or about the project contract expiration date.

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

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of January 17, 2014, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the City of Jersey City has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That the City of Jersey City is committed to providing a match for the project in the amount of \$800,000; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documents will be considered eligible for reimbursement.
5. That the City of Jersey City agrees to comply with all the applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.



Appendix "D"
GRANT REIMBURSEMENT PROCEDURES

For any project funded by the Hudson County Open Space, Recreation and Historic Preservation Trust, the following items must be completed and provided to the Hudson County Division of Planning in order to receive a reimbursement payment:

For All Grant-Funded Projects:

1. **Grant Agreement.** Fully executed grant agreement accepting terms and conditions of the Hudson County Open Space, Recreation, and Historic Preservation Trust program shall be held on file with the Hudson County Division of Planning.
2. **County Voucher Form.** Upon completing a phase of construction, please submit a voucher for reimbursement. The County Voucher Form must contain an original signature and be submitted on single sheet, double-sided paper. For your convenience, copies of the voucher form are enclosed with the Grant Agreement. Please contact the Hudson County Division of Planning at (201) 217-5137 for copies of extra voucher forms.
3. **Backup-Information.** Please submit a copy of the Project Line Items- Eligible Costs chart (Appendix A) indicating the ID and Resource name that you are requesting reimbursement for. Please provide invoices, cancelled checks, or other proofs of payment for eligible project costs as backup to the County Voucher form.
4. **Itemized Description.** For partial payments, an itemized description of eligible costs should accompany each grant reimbursement request.
5. **Site Inspection.** Upon receipt of a voucher, an on-site inspection shall be conducted by the Hudson County Building/Zoning Inspector to ensure completeness of each project cost.

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

City Clerk File No. Res.14.762

Agenda No. 10.N

Approved: NOV 25 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL
ACTION PLAN TO REPROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) FUNDS FROM JERSEY CITY DEPARTMENT OF PUBLIC WORKS (DPW)
FOR GATEWAY PARK TO JERSEY CITY REDEVELOPMENT AGENCY (JCRA)
FOR BERRY LANE PARK**

COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on February 23, 2011, February 8, 2012, March 28, 2013 and March 26, 2014 the Municipal Council adopted Resolutions No. 11-102, 12-082, 13-214 and 14-178, respectively, authorizing the submission of Annual Application(s) and Action Plan(s); and

WHEREAS, the City is desirous of reprogramming \$294,713 in Community Development Block Grant (CDBG) funds from fiscal year 2013 Annual Action Plan; and

WHEREAS, the City proposes to cancel \$294,713 in CDBG funds previously awarded to Jersey City Department of Public Works (DPW) for Richard Saey Memorial Field aka Gateway Park and reallocate these funds to Jersey City Redevelopment Agency (JCRA) for Berry Lane Park to cover unanticipated costs as detailed in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL
ACTION PLAN TO REPROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) FUNDS FROM JERSEY CITY DEPARTMENT OF PUBLIC WORKS (DPW)
FOR GATEWAY PARK TO JERSEY CITY REDEVELOPMENT AGENCY (JCRA)
FOR BERRY LANE PARK**

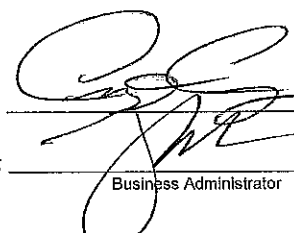
SUMMARY OF REPROGRAMMED ACCOUNT


VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
JC Redevelopment Agency (JCRA)	Berry Lane Park	\$294,713.	55-200-56-851-927	115328

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$294,713 are available in the above referenced account(s).

Donna Mauer

Donna Mauer
Chief Financial Officer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

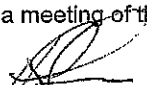
APPROVED 8-0

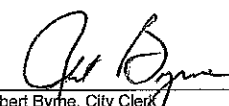
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.763

Agenda No. 10.0

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND REMOVE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 17402, LOT 7 ALSO KNOWN AS 361-363 HALLADAY STREET

**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, in October, 1992, the City of Jersey City executed an Affordable Housing Agreement (Agreement) with JP Affordable Housing Holding Co., Inc. (JP Affordable), for the construction of multiple two-family units to be sold to qualified low income home families for a project known as the Lafayette Park Phase II; and

WHEREAS, the Agreement contained restrictive covenants to ensure that the units described therein, including property identified as Block 17402, Lot 7 f/k/a Block 2077, Lot 38, and also known as 361-363 Halladay Street (Property) remain affordable to low income eligible households for a minimum period of twenty (20) years; and

WHEREAS, in addition, in September, 1992, Antonio and Sindia Torres (Torres), the owners of the Property received \$52,000 from the City towards the purchase of the Property; and

WHEREAS, the City's loan was recorded as a second lien on the property and self-amortized only if the homeowners resided in the unit for a period of twenty (20) years; and

WHEREAS, after the affordability restrictions end, the City is entitled to a recapture amount at the first non-exempt sale of the Property; and

WHEREAS, the Bank of New York Mellon initiated a foreclosure action in 2009 against Torres under Docket No.: F-44745-09 and named the City as a defendant because of the City's mortgage and affordability restrictions; and

WHEREAS, the City proposed that the lender pay the recapture amount of \$2,545.00 in exchange for a release of the affordability restrictions and a discharge of the mortgage because the twenty (20) year affordability period has expired; and

WHEREAS, the lender has agreed to pay the City \$2,545.00 which will be deposited into the City's Affordable Housing Trust Account and used for future affordable housing projects for Jersey City residents; and

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

City Clerk File No. Res. 14.763
Agenda No. 10.0 NOV 25 2014

TITLE:

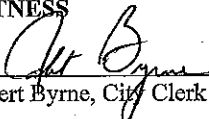
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND REMOVE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 17402, LOT 7 ALSO KNOWN AS 361-363 HALLADAY STREET

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

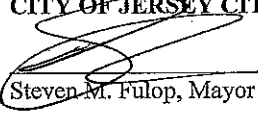
1. The Corporation Counsel shall be authorized to settle the foreclosure lawsuit for the sum of \$2,545.00.
2. Block 17402, Lot 7 f/k/a Block 2077, Lot 38 also known as 361-363 Halladay Street is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and JP Affordable Housing Holding Co., Inc. dated October 1992 and recorded in Deed Book 4567 at Page 102.
3. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated October 1992.
4. The check issued to the City in the amount of \$2,545.00 will be deposited into the City's Affordable Housing Trust Account.
5. The Business Administrator is authorized to execute a discharge of the mortgage dated September 1992 and any other documents appropriate or necessary to effectuate the purposes of the within resolution.
6. The Mayor is hereby authorized to execute this Resolution and a Notary Public notarize the acknowledgment contained herein in accordance with state law so that same may be recorded in the Hudson County Register's Office.

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

WITNESS


Robert Byrne, City Clerk

CITY OF JERSEY CITY


Steven M. Fulop, Mayor

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)


BE IT REMEMBERED, that on this 26th day of NOVEMBER Two Thousand Fourteen before me the subscriber, a Notary Public of the State of New Jersey personally appeared Robert Byrne who, made proof to my satisfaction that he is the City Clerk Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND REMOVE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 17402, LOT 7 ALSO KNOWN AS 361-363 HALLADAY STREET

Sworn and subscribed to
Before me this 26th day
of NOVEMBER, 2014.


Notary Public


Robert Byrne, City Clerk

RENÉE MICHELE JACKSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/23/17

IW
11-10-14

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

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 DISCHARGE THE MORTGAGE AND REMOVE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 17402, LOT 7 ALSO KNOWN AS 361-363 HALLADAY STREET

Initiator

Department/Division	Law Department	
Name/Title	Itza Wilson, Asst. Corp. Counsel	
Phone/email	201-547-5444	

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

Resolution Purpose

The property is subject to a Repayment Mortgage and an Affordable Housing Agreement dated October, 1992 to ensure that the unit remains affordable to low income eligible households for a minimum period of twenty (20) years. After the affordability restrictions end, the City is entitled to a recapture amount at the first non-exempt sale of the Property. The Bank of New York Mellon initiated a foreclosure action in 2009 under Docket No.: F-44745-09 and named the City as a defendant because of the City's mortgage and affordability restrictions. The lender has agreed to pay the City the recapture amount of \$2,545.00 in exchange for a release of the affordability restrictions and a discharge of the mortgage because the twenty (20) year affordability period has expired.

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.14.764
 Agenda No. 10.P
 Approved: NOV 25 2014



TITLE:

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2011-3835 SOLD TO GREGORY JUDGE

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

WHEREAS, the City of Jersey City sold tax sale certificate# 2011-3835 on 757 West Side Avenue, Block 1661 Lot 14.C to Gregory Judge ; and

WHEREAS, Gregory Judge assigned the tax sale certificate to Shardin Realty LLC on January 9, 2014; and

WHEREAS, Shardin Realty the third party lien holder for the certificate 2011-3835 lost the original certificate; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificate to Gregory Judge under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **Gregory Judge** is hereby given duplicate tax sale certificate.

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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

Authorizing Replacement of Lost Third Party Tax Sale Certificate # 2011-3835 sold to Gregory Judge

Initiator

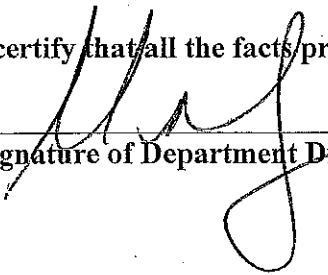
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

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

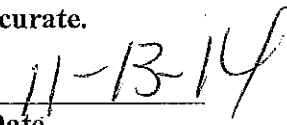
Resolution Purpose

The purpose of this resolution is to prepare a duplicate tax sale certificate for Gregory Judge who misplaced the original certificate.

I certify that all the facts presented herein are accurate.



Signature of Department Director

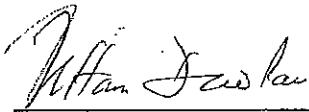


Date

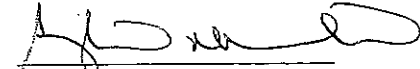
SHARDIN REALTY LLC.,
20 BIRCH STREET,
JERSEY CITY, NJ 07305
TEL: 973-818-9713

October 30th, 2014

On this day of October 30th, I, the undersign, Uttam Dadlani, authorize member of Shardin Realty LLC, state that the Certificate of Sale No. 2011-3835 has been misplaced and has not been transferred or assigned to anyone.



Uttam Dadlani
For: Shardin Realty LLC


NOTARY PUBLIC

Sylvia Ulrich
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 13, 2015

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

City Clerk File No. Res. 14.765

Agenda No. 10.0

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$113,927.70 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of \$113,927.70.

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando S. 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 REFUND/CREDIT OF \$113,927.70 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

Initiator

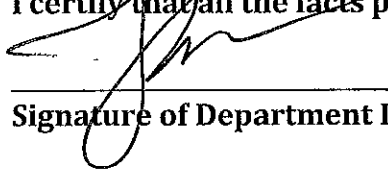
Department/Division	Office of City Assessor	Office of City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	201-547-4707	Edward@jcnj.org

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

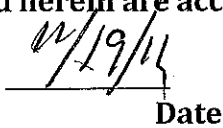
Resolution Purpose

The attached resolution requests the Municipal Council to authorize settlement agreements, which was negotiated between the Tax Assessor and the owners of various properties listed on the attached Schedule. The refunds result from agreements that the assessments on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is \$113,927.70.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

NOV 25 2014 14-763

Schedule A - Dated: November 10, 2014; Meeting: November 26, 2014

Block	Lot Qualifier	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
12901	5 T01	115 Columbus Drive	2013	115 CCD Partners	Cell Antenna	\$ 125,000	0	\$ 125,000	\$ 9,332.50
23202	62	128 Myrtle Avenue	2013	Bida, Ilirjan	2 Unit Frame Dwelling	\$ 37,800	\$ 30,000	\$ 7,800	\$ 582.35
26102	15 C024G	3 Tottenham Court	2013	Mao, Steven Y.	1491 Sq.Ft. Condo	\$ 149,100	\$ 116,300	\$ 32,800	\$ 2,448.85
21503	10	95 Burma Road	2013	171 Hillside LLC	18,658 Sq.Ft. Ind. Bldg.	\$ 800,000	\$ 600,000	\$ 200,000	\$ 14,932.00
10602	7	36-45 Journal Square	2011	40 Journal Square, LLC	4 Story Brick Office Bldg.	\$ 2,500,000	\$ 2,100,000	\$ 400,000	\$ 28,032.00
10602	7	36-45 Journal Square	2012	40 Journal Square, LLC	4 Story Brick Office Bldg.	\$ 2,500,000	\$ 2,100,000	\$ 400,000	\$ 28,736.00
10602	7	36-45 Journal Square	2013	40 Journal Square, LLC	4 Story Brick Office Bldg.	\$ 2,500,000	\$ 2,100,000	\$ 400,000	\$ 29,864.00
								Total	\$113,927.70

**CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR**

DATE: 12 NOVEMBER 2014

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR

SUBJECT: PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENTS

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the various properties listed on the attached Schedule. The refunds result from agreements that the assessments on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is \$113,927.70.

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

ET/mbh

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

City Clerk File No. Res. 14.766

Agenda No. 10.R

Approved: NOV 25 2014

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, FROM TUESDAY AND FRIDAY, TO MONDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

Council as a whole
resolution:

offered and moved adoption of the following

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-001A) be promulgated amending the loading zone at the location described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

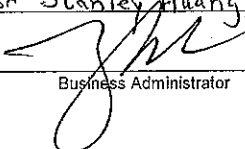
(Reg. 14-001A) 195 New York Avenue, west side, beginning 100 feet south of Hutton Street and extending to a point 20 feet southerly, Monday [Tuesday] and Friday, 9:00 a.m. to 1:00 p.m.

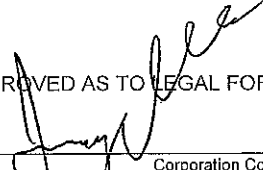
b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: Chris Pierra, P.E. Acting Mun. Eng.
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

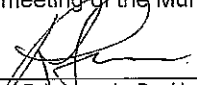
JDS:pel
(11.03.14)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, FROM TUESDAY AND FRIDAY, TO MONDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

Initiator

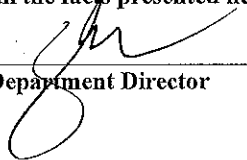
Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mr. Manz proprietor of the business located at 195 New York Avenue	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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


Resolution Purpose

Amend the existing loading zone at 195 New York Avenue by changed the days of the week the loading zone parking restriction is in effect from Tuesday and Friday to Monday and Friday. The hours will remain the same 9:00 a.m. to 1:00 p.m.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



CITY OF JERSEY CITY
 DEPARTMENT OF ADMINISTRATION
 DIVISION OF ARCHITECTURE, ENGINEERING,
 TRAFFIC & TRANSPORTATION
 JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
 JERSEY CITY, NJ 07305
 P: 201 547 4470 | F: 201 547 4703



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
 BUSINESS ADMINISTRATOR

Regulation 14-001A

November 3, 2014

**LOADING ZONE REGULATION
 AMENDED**

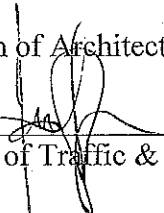
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby AMENDING the loading zone.

195 NEW YORK AVENUE – WEST SIDE

Beginning at a point approximately 100 feet south of New York Avenue and extending to a point 20 feet southerly therefrom.

Time: Monday [~~Tuesday~~] and Friday
 9:00 a.m. to 1:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



 Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____



← Loading Zone

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

City Clerk File No. Res. 14.767

Agenda No. 10.5

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to 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 U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Works needs to rent uniforms; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **U.S. Communities Government Purchasing Alliance**; and

WHEREAS, the Department of Public Works wishes to rent uniforms from Cintas First Aid & Safety Corporation, 546 Green Lane, Iselin, New Jersey 07083; and

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

WHEREAS, this contract is awarded for a period of (1) one year commencing December 1, 2014 with the option to extend the contract for up to (2) two additional (1) one year terms; and

WHEREAS, the sum of Forty One Thousand, Five Hundred Ninety and Twelve Cents (\$41,590.12) is available in 2014 permanent budget; and

<u>Dept of Public Works Operating Acct.</u>	<u>PO #:</u>	<u>Amount:</u>
01-201-26-290-215	115076	\$41,590.12

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Cintas First Aid & Safety Corporation be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 14.767

Agenda No. 10.5 NOV 25 2014

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RESOLVED, that 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 be it further

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Dept of Public Works Operating Acct. **PO #:** **Amount:**
01-201-26-290-215 115076 \$41,590.12

APPROVED: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

October 20, 2014
Date

PF/pv
10/20/14

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 <u>11.25.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CINTAS FIRST AID & SAFETY CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4423	ortizh@icnj.org

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

The purpose of this resolution is to authorize the City for uniform rentals. DPW employees need uniforms to perform day to day operations such as tree trimming, cleaning of various parks, maintenance workers, mechanics and laborers.

- ✦ For 110 employees
- ✦ Employees are from Buildings and Street, Parks Maintenance and Automotive Maintenance.
- ✦ Each employee will receive eleven (11) sets of cargo pants and comfort shirts, two (2) jacket and two (2) vests.
- ✦ Total cost is \$41,590.12.
- ✦ Company will pick up uniforms once a week to be laundry and also drop off once a week.
- ✦ Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance
- ✦ Therefore, the City eliminates the bidding process by using Cooperative Agreement.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Operating Account (01-201-26-290-215)
Total Contract Amount = \$41,590.12

City reserves the right to extend the contract for up to (2) two additional (1) one year terms.

Type of award

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

If "Other Exception", enter type

Additional Information

➤ The previous uniform contract was \$41,030.15 which was a public bid.

➤ You might think that doing laundry at home would be better for the planet than industrial laundry services. But the fact is, when compared to home laundry, Cintas Industrial Laundry is better for the environment. • Approximately 50% water savings • approximately 66% energy savings • approximately 80% soap savings.

I certify that all the facts presented herein are accurate

[Signature]
Signature of Department Director

10/24/14
Date

[Signature]
Signature of Purchasing Director

10/31/14
Date

DEPARTMENT OF PUBLIC WORKS
RENTAL OF UNIFORMS

<u>SPECIFICS</u>	<u>PREVIOUS BID CONTRACT</u> Reso # 12-056, approved 01/25/12	<u>COOPERATIVE AGREEMENT</u> (RENTAL)	<u>DIFFERENCE</u> (PLUS / MINUS)
Contract Amount	\$41,030.15	\$41,590.12	(\$559.97)
# of Pants	3	11	8
# of Shirts	3	11	8
# of Jacket	1	2	1
# of Vests	1	2	1

P.O. NO.	CINTAS CORP					PRIME		AMERICAN				
REQ. NO.	167214	845.323.6273										
DIV/DEPT	DPW	masiellom@cintas.com										
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	
1	RENTAL OF UNIFORMS	1	EA	\$ 41,590.12	\$ 41,590.12	\$ 45,760.00	\$45,760.00	\$ 48,620.00	\$48,620.00	\$ -	\$ -	
2	shirts, pants & parka			\$ -	\$ -							
3	INCLUDES			\$ -	\$ -							
4	maintenance p/week			\$ -	\$ -							
5	name emblem & soil fee			\$ -	\$ -							
6				\$ -	\$ -							
7				\$ -	\$ -							
8				\$ -	\$ -							
9				\$ -	\$ -							
10				\$ -	\$ -							
11				\$ -	\$ -							
12				\$ -	\$ -							
13				\$ -	\$ -							
14				\$ -	\$ -							
15				\$ -	\$ -							
		SUB-TOTAL			\$ 41,590.12		\$45,760.00		\$48,620.00		\$ -	
		SHIPPING/HANDLING			\$ -		\$ -		\$ -		\$ -	
		TOTAL			\$ 41,590.12		\$45,760.00		\$48,620.00		\$ -	

NOTES:



New Jersey Division of Revenue

Revenue NJBGS

**On-Line Business Registration Certificate
Service**

CERTIFICATE NUMBER 0023447 FOR CINTAS CORPORATION NO. 2 IS
VALID.



PRICING PROPOSAL

UNIFORM SERVICE PRICING



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

RENTAL

Item #	Garment	Inventory	Cost Per Set	Cost Per Person
	Cargo Pant	14	\$0.326	\$3.59
	Comfort Shirt	14	\$0.183	\$2.01
	Jacket	2	\$0.418	\$0.84
	Vest	2	\$0.418	\$0.84
	Without Uniform Advantage		Total Per Week	\$7.271
	With Uniform Advantage (+06 per piece)		Total Per Week	\$8.831

Ancillary Charges

	Description	Quantity		
106	Weekly Service Charge		\$0.00	
	Special Rent Charge (per garment)	TBD	\$0.15	Weekly
15	Make Up Charge One Time Charge (waived for 30 days)	TBD	\$1.53	One Time Chg
	*** SEE NEXT TAB FOR FACILITY SERVICE PRODUCTS ***			Annual Total:

Cost Per Week for 110 Employees
\$394.46
\$221.43
\$91.96
\$91.96
\$799.81
\$971.41

Extended Cost
\$41,590.12

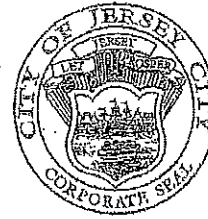
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.626

Agenda No. 10.1

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

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

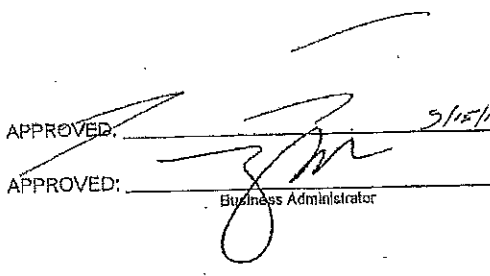
WHEREAS, U.S. Communities Government Purchasing Alliance is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

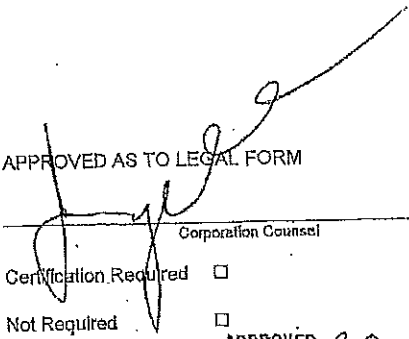
WHEREAS, the U.S. Communities Government Purchasing Alliance has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the U.S. Communities Government Purchasing Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

- The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
- The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED:  5/15/14
 APPROVED: _____
 Business Administrator

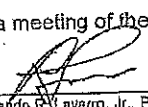
APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required


APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓		
RAMCHAL	✓			OSBORNE	✓		
BOGGIANO	✓			COLEMAN	✓		
				RIVERA			✓
				WATTERMAN			✓
				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

*U.S. Communities
 22-6002013*



Public Services Alliance
California Communities
Canadian Communities
Compliance Services
U.S. Communities

Products

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- [Add New User](#)
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AGENCY PROFILE

Below is the CITY OF JERSEY CITY - PURCHASING profile. You have the ability to view the profile below.

CITY OF JERSEY CITY - PURCHASING	
Account Number / TIN: 228002013 Agency Type: City	
PURCHASING PATRICIA VEGA PRINCIPAL BUYER 394 CENTRAL AVENUE JERSEY CITY, NJ. 07307 Tel. (201) 547-4278 Fax (201) 547-8585 vegap@icnj.org Date Registered: 7/16/2014 Supplier Contact: No Supplier Followup Report Found!	Registration and Login Activities: 8/22/2014 File was downloaded vegap@icnj.org 7/16/2014 Password has been changed vegap@icnj.org 7/16/2014 Password has been changed vegap@icnj.org
ADMINISTRATION Peter Folgado PURCHASING AGENT 394 CENTRAL AVENUE JERSEY CITY, NJ. 07307 Tel. (201) 547-4899 Fax () - peter@icnj.org Date Registered: 8/21/2014 Supplier Contact: No Supplier Followup Report Found!	

For further assistance in using this page you may contact the U.S. Communities Webmaster.

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AUTHORIZING STATE STATUTES U.S. COMMUNITIES

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Solutions

BY SUPPLIER ([show all](#) ->)

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

Select to View Other State/Territory Statutes: All State Statutes List

State of New Jersey Statutes
Title 52 State Government, Departments and Officers
Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations
Section 7

Main Menu

JUMP TO:

- [Solicitations](#)
- [About](#)
- [News & Events](#)
- [Resources](#)
 - [State Statutes](#)
 - [Piggybacking In NY](#)
 - [NJ Cooperative Purchasing](#)
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a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.48 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district, or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

Generate New Jersey Department of Community Affairs Cooperative Purchasing Publication Notice

LFN 2012-10

May 14, 2012

Local Finance Notice

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Richard E. Constable, III
Acting Commissioner

Thomas H. Neff
Director

Contact Information

Director's Office

V. 609.292.6613

F. 609.292.9073

Local Government Research

V. 609.292.6110

F. 609.292.9073

Financial Regulation and Assistance

V. 609.292.4806

F. 609.984.7388

Local Finance Board

V. 609.292.0479

F. 609.633.6243

Local Management Services

V. 609.292.7842

F. 609.633.6243

Authority Regulation

V. 609.984.0132

F. 609.984.7388

Mail and Delivery

101 South Broad St.

PO Box 803

Trenton, New Jersey

08625-0803

Web: www.nj.gov/dca/lgs

E-mail: digs@dca.state.nj.us

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Using National Cooperative Contracts: Application of P.L. 2011, c.139

Introduction

The recently passed P.L. 2011, c.139 (the "Law" or "Chapter 139") allows local contracting units to utilize national cooperative contracts as a method of procurement. The Division of Local Government Services has consulted with the Division of Law, the Division of Purchase and Property (DPP), and the Office of the State Comptroller in reviewing the Law and its relationship to existing procurement statutes and regulations. This Local Finance Notice provides guidance to contracting units seeking to implement the new national cooperative contracting option.

While the guidance in this Notice has specific application to contracting units subject to the Local Public Contracts Law ("LPCL") and boards of education under the Public School Contracts Law ("PSCL"), it has general application to all local government contracting units. Agencies should review this guidance in context of the new Law and their own procurement laws and regulations to ensure consistency in application.

Contracting units should carefully review this guidance, state laws affecting the agency's contracting authority, and relevant case law affecting the use of national cooperatives. Utilizing national cooperative contracting, in certain circumstances, may make the procurement process more efficient and provide cost savings. Contracting units are advised; however, to not only review this guidance, but also be mindful of New Jersey laws affecting the agency's contracting authority and relevant case law affecting the use of national cooperatives.

This notice covers the following subjects:

- A. General Statutory Authority
- B. Contracting Unit Policy Considerations
- C. Types of National Cooperatives
- D. Legal Interpretations Concerning National Cooperative Contracts
- E. Legal Requirements to Use a National Cooperative Contract
- F. Limitations, Fiscal, and Reporting Requirements
- G. Appendix
 - A. Model "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement"
 - B. Purchasing Agent's Guide to Using National Cooperative Contracts

PRIME
UNIFORM
SUPPLY, INCORPORATED

420 51st Street • West New York, New Jersey 07093 • Phone: (201) 867-0866 • Fax: (201) 867-8960

July 18, 2014

City of Jersey City
Dept. of Public Works
575 Route 440
Jersey City, N.J. 07305

Att: Mike Razzoli
Director of Public Works

Proposal for Uniform Service

We will provide each employee with 7 new shirts and pants, 1 light ¾ length jacket and 1 heavyweight parka or insulated coverall. We will provide the Jersey City patch emblem as well as the man's name on all garments at no charge.

Laundry service will be once a week provided by Prime Uniform Supply. All garments will be laundered, examined by our specialists and repaired or replaced as needed.

Any size changes or alterations will be taken care of by our staff.

The price per employee is \$5.50 per week. There are no extra or hidden charges at any time. Approximate time is 2 weeks from the time of measuring to the 1st delivery. We look forward to a favorable response to our proposal.

Sincerely,



Steven Pensky
President

July 18, 2014

**City of Jersey City Dept, of Public Works 575 Route 440
Jersey City, N.J. 07305**

Proposal for Uniform Service

We will provide each employee with 7 new shirts and pants, 1 light % length jacket and 1 heavyweight parka or insulated coverall. We will provide the Jersey City patch emblem as well as the man's name on all garments at no charge.

Laundry service will be once a week provided by vendor. All garments will be laundered, examined by your specialists and repaired or replaced as needed. Any size changes or alterations will be taken care of by our staff.

The price per employee is per week. There are no extra or hidden charges at any time. Approximate time is 2 weeks from the time of measuring to the 1st delivery.

110 employees x week 52 weeks

Option to renew agreement with the same price for an additional 2 years



July 25, 2014

Mr. Peter Folgado
City of Jersey City
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07306

PROPOSAL FOR UNIFORM SERVICE

Dear Mr. Folgado,

We received your specification to provide uniform rental service for 110 employees of the Jersey City Public Works Department.

American Wear, Inc. is owned and operated by my family. We have specialized in the uniform rental and laundering business since 1951. Our firm is the largest independently owned uniform supply company in the tri-state area. American Wear has been the uniform supplier to the Jersey City Incinerator Authority and the Jersey City Municipal Utilities Authority for many years.


We propose to supply your employees with the following,

- Seven (7) 65/35 Poplin Work Shirts in long sleeve, short sleeve or a combination thereof.
- Seven (7) 65/35 Twill Cargo Style Work Pants.
- One (1) Twill Quilt Lined Jacket in your choice of panel front, team or waist length style.
- One (1) Heavyweight Hooded Parka Jacket with either a cloth or nylon shell.

All shirts and jackets will be decorated with an employee name emblem and the Jersey City Public Works emblem.

Total Weekly Rental Charge per Employee.....\$5.95
Annual Cost for 110 Employees.....\$34,034.00

Please refer to page 2 for very important additional specifications. If you have any questions or need additional information please feel free to contact me. My e-mail address is JohnA@AmericanWear.com.

Sincerely

 John Auriemma
 President

Louis Strikowsky

From: Silendra Baijnauth
Sent: Wednesday, July 23, 2014 11:48 AM
To: Louis Strikowsky
Cc: Peter Folgado; Patricia Vega; Patrice Lambert; James M. Madden
Subject: RE: specs

Hey Lou,
We are looking to rent uniforms for the following:

- ✦ 110 employees
- ✦ 7 long cargo Pants
- ✦ Long and short sleeves shirts (7 in total)
- ✦ One light ¾ length jacket
- ✦ One heavyweight parka or insulated coverall

*how many uniforms per person
because when you give them
in what will they be using?*

Should you need additional information, please call Steve Pensky from Prime Uniforms at 201-867-0866. He will be better able to give you a detailed description of each.

Thanks

From: Louis Strikowsky
Sent: Wednesday, July 23, 2014 11:31 AM
To: Silendra Baijnauth
Cc: Peter Folgado; Patricia Vega; Patrice Lambert
Subject: specs

This needs quotes. Please forward specs on the uniforms so they can be obtained
Brand name of equal long or short sleeve etc thanks louis

Louis Strikowsky · Buyer
City of Jersey City
394 Central Avenue
2nd floor
Division of Purchasing
Jersey City, N.J. 07306
Phone: 201 547-6594
Fax 201 547-6585
strikowskyl@jcnj.org

Louis Strikowsky

From: Silendra Baijnauth
Sent: Wednesday, July 23, 2014 12:51 PM
To: Louis Strikowsky
Cc: Peter Folgado; Patricia Vega; Patrice Lambert; James M. Madden
Subject: FW: specs

Please see below for additional description.

- 1) Red Kap or equivalent
- 2) Long Sleeve Shirts - a durable press with superior color retention and soil release. Two piece lined collar with sewn in stays. Six pocket front with gripper at neck. Two button-thru, hex style pockets with bar-tacked pencil stall on left pocket
- 3) Short Sleeve Shirts - the same as long sleeve shirt, only short sleeve
- 4) Light Jackets - Three season permanently lined with black quilled lining. Two piece topstitched collar with sewn-in stays. Two lower inset on seam pockets and utility pocket on left sleeve.

Heavy Jackets - snap down front over a heavy duty zipper. Cuffs have inside knit wristlet. Waistband with inside drawstring. Detachable quilt lined hood. This jacket has been available for more than 50 years. It is very warm and durable.

Thanks

From: Silendra Baijnauth
Sent: Wednesday, July 23, 2014 11:48 AM
To: Louis Strikowsky
Cc: Peter Folgado; Patricia Vega; Patrice Lambert; James M. Madden
Subject: RE: specs

Hey Lou,
We are looking to rent uniforms for the following:

- ✚ 110 employees
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- ✚ One heavyweight parka or insulated coverall

Should you need additional information, please call
better able to give you a detailed description of each.

J. He will be

Thanks

From: Louis Strikowsky
Sent: Wednesday, July 23, 2014 11:31 AM
To: Silendra Baijnauth
Cc: Peter Folgado; Patricia Vega; Patrice Lambert
Subject: specs

This needs quotes. Please forward specs on the uniforms so they can be obtained
Brand name of equal long or short sleeve etc thanks louis

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(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): MAH Masie / Senior Sales Executive

Representative's Signature: *Mah Masie*

Name of Company: Cintas

Tel. No.: 908-737-0800

Date: 11/3/14



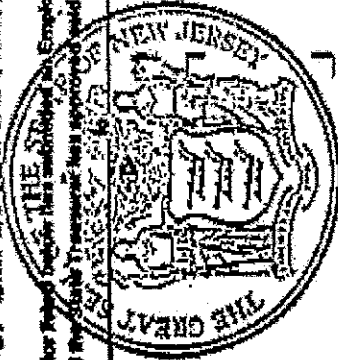
Sample Certificate of Employee Information Report

VOID

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 1/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SIGNATURE REQUIRED TO SIGN OFF MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SIGN OFF FOR SECTION B, ITEM 11, FOR DISTRICTS OR COMPLETED THE FORM BY THE DATE OF THE REPORT.

SECTION A - COMPANY IDENTIFICATION

1. I.D. NO. OR SOCIAL SECURITY: 31-1703809 2. TYPE OF BUSINESS: 1. MFG. 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: approx 31,000

4. COMPANY NAME: Cintas Corp

5. STREET: 1800 Cintas Blvd. CITY: Mason COUNTY: Warren STATE: OH ZIP CODE: 45040

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

7. CHECK ONE IN THIS COMPANY: DISCLOSURE ESTABLISHMENT EMPLOYER SUBSIDIARY ESTABLISHMENT EMPLOYER

8. IF NEW ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS (IN '97): 7

9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT BY PUBLIC AGENCY AWARDED CONTRACT#: 206 CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only: EMPLOYER ID NO. _____ SOCIAL DATE: _____ AGENCY IDENTIFICATION NUMBER: _____

SECTION B - EMPLOYMENT DATA

11. Report all (permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures in all lines and in all columns. Where lines see no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3. DO NOT SIGN OFF AND RETURN.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT AUTHORITY (100% MINORITY EMPLOYEE BREAKDOWN)									
	COL. 1 TOTAL (Rows 2-10)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN
Officials/Managers	24	20	4	5	16	0	1	8	0	0	0	1	3
Professionals	11	5	6	1	0	0	0	4	1	4	0	0	1
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales/Workers	72	64	8	9	21	0	1	33	2	1	0	0	1
Office & Clerical	11	3	8	0	2	0	1	0	4	1	0	0	3
Craftworkers (Skilled)	12	11	0	3	4	0	1	3	0	0	0	0	0
Operatives (Semi-skilled)	29	14	14	7	2	0	0	5	4	8	0	1	1
Laborers (Unskilled)	46	15	30	13	2	0	0	0	9	16	0	3	2
Service Workers	1	1	0	1	0	0	0	0	0	0	0	0	0
TOTAL	206												
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													
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO EACH OF THESE GROUPS OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify): _____

13. DATES OF PAYROLL PERIOD COVERED: From 7/21/14 TO 7/25/14

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING REPORT (Print or Type): Jessica Huhn SIGNATURE: Jessica Huhn TITLE: Employment Compliance DATE: 7/31/14

17. ADDRESS NO. & STREET: 1800 Cintas Blvd. CITY: Mason COUNTY: Warren STATE: OH ZIP CODE: 45040 PHONE (AREA CODE) NO. ESTABLISHMENT: 513-754-3674

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/71

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
3. COMPANY NAME			
4. STREET	CITY	COUNTY	STATE
ZIP CODE			
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE <input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)			

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE
ZIP CODE		PHONE AREA CODE NO. EXTENSION	

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE: DIVISION OF REVENUE TAX

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 208

Trenton, New Jersey 08625-0208

Telephone No. (609) 292-6473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
-----------	------	--------	-------	----------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
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7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE NO., EXTENSION)
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I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE PLN#:
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INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Tranton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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

CERTIFICATE NO. _____
 NAME OF FACILITY: _____
 DIVERS OF PAYROLL PERIOD USED: FROM _____ TO _____

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

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SKILLED WORKERS												
OFFICE & Clerical												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

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

DATE SUBMITTED _____

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

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

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: MAH Masello / Sales Executive
Representative's Signature: Mah Masello
Name of Company: Contas
Tel. No.: 908-737-0800 Date: 11/3/14

**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 : Contas
Address : 546 Green Ln
Telephone No. : 908-737-0800
Contact Name : Matt Masella

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: Cintas

Address: 546 Green Ln

Telephone No. : 908-737-0800

Contact Name: MAH. MASIELLO

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 Business Registration Requirements" For Goods, Professional Service and General Service Contracts

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

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

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

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

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

TAXPAYER NAME: TAX REG TEST ACCOUNT
TAXPAYER IDENTIFICATION: 275-487-382544
ADDRESS: 347 ROBINLING AVE
TRENTON, NJ 08611

TRADE NAME: CEI TEST (STRA)
CERTIFICATE NUMBER: 1093907
ISSUANCE DATE: October 14, 2004

John S. Kelly

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	347 ROBINLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
Fax-Only Use Only:	2041104112822623

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CINTAS CORPORATION NO 2

TRADE NAME:
CINTAS

ADDRESS:
6800 CINTAS BLVD
MASON OH 45040

SEQUENCE NUMBER:
0023447

EFFECTIVE DATE:
05/31/00

ISSUANCE DATE:
01/31/07

James J. Quasina
Acting Director
New Jersey Division of Revenue

FORM BR-01

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

City Clerk File No. Res. 14.768

Agenda No. 10.T

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13-755, approved on November 13, 2013, awarded a one-year contract in the amount of \$237,090.58 to Bayway Lumber for the supply and delivery of lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **November 13, 2014 and ending on November 12, 2015**; and

WHEREAS, the total cost of the contract renewal is **\$239,935.66**; and

WHEREAS, funds in the amount of \$20,000.00 are available in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-211**.

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 Bayway Lumber for the supply and delivery of lumber and assorted materials for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of November 13, 2014, and the total cost of the contract shall not exceed **\$239,935.66**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary and permanent budgets.

(Continued on Page 2)

City Clerk File No. Res. 14-768

Agenda No. 10.1 NOV 25 2014

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-211 for payment of the above resolution.

Requisition # 0168111

Purchase Order # 115297

Temp.Encumbrancy \$20,000.00

OKD/sb
November 10, 2014

APPROVED: [Signature] ^{11/13/14} Oren K Dabney, Sr., Director, Department of Public Works 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 11 25 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

[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 AN OPEN-END CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

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

Contract Purpose

- ✦ For Lumber and Assorted Materials. These supplies are needed to maintain City owned buildings and facilities.
- ✦ For 72 different kind of supplies (see attached for a complete listing).
- ✦ Some of the supplies are plywood, pressured treated lumber, finger joint pine, tempered Masonite, drywall screws, door hinges, dead bolt locks, ceramic floor tiles, etc.
- ✦ During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$239,935.66. The resolution encumbered \$20,000.00. As the year progresses, if the City needs more than \$20,000.00 worth of lumber, additional funds are encumbered under the authority of the contract award resolution.
- ✦ Exercising first option to renew contract for a one (1) year period effective as of 11/14/14.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Operating Account)
 Contract Amount = \$239,935.66
 Temp. Encumbrancy = \$20,000.00

Contract term (include all proposed renewals)

Exercising first of two (2) options to renew for an additional one (1) year term.
 11/13/14 to 11/12/15

Type of award

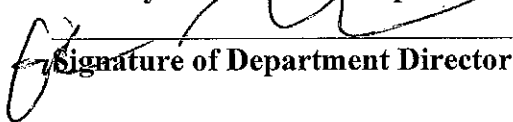
Public Bid – Contract Renewal

If "Other Exception", enter type

Additional Information

- ✦ Original contract amount = \$237,090.58, reso # 13-755, approved 11/13/13.
- ✦ The renewal contract price was based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed.
- ✦ The CPI for the twelve (12) month was 1.2% which equates to \$2,845.08 as the CPI increase to the contract. (\$237,090.58+\$2,845.08) = \$239,935.66.

I certify that all the facts presented herein are accurate.


 Signature of Department Director

11/13/14
 Date

Signature of Purchasing Director

Date

LUMBER AND ASSORTED MATERIALS
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the
Maximum number of quantities for each item are as stated below.
Vendor will bid on the maximum number quantity.

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1	0 - 500 ea.	Sheets of 4' X 8' X 3/4" Plywood, (Good One Side), AC Fir, Agency Certified	39.75	19875.00
2	0 - 500 ea.	Sheets of 4' X 8' X 1/2" Plywood, (Good One Side), AC Fir, Agency Certified	32.39	16195.00
3	0 - 300 ea.	Sheets of 4' X 8' X 3/8" Plywood, (Good One Side), AC Fir, Agency Certified	27.42	8226.00
4	0 - 300 ea.	Sheets of 4' X 8' X 1/4" Plywood, (Good One Side), AC Fir, Agency Certified	25.95	7785.00
5	0 - 200 ea.	Sheets of 4' X 8' X 1/8" Plywood, (Good One Side), AC Fir, Agency Certified	8.99	1798.00
6	0 - 500 ea.	Pieces of 2" X 6" X 16' Fir, Grade # A	9.55	4775.00
7	0 - 500 ea.	Pieces of 2" X 12" X 16' Fir, Grade # A	22.82	11410.00
8	0 - 300 ea.	Pieces of 2" X 12" X 16' - Pressured Treated Lumber	22.64	6792.00
9	0 - 350 ea.	Pieces of 2" X 4" X 16' - Pressured Treated Lumber	7.75	2712.50
10	0 - 1,000 ea.	Sheets of 4' X 8' X 3/4" Plyscore	23.19	23190.00
11	0 - 300 ea.	Pieces of 1" X 12" X 16' - Finger Joint Pine, Grade # A	39.56	11868.00
12	0 - 300 ea.	Pieces of 5/4" X 12" X 16' - Finger Joint Pine, Grade # A	49.45	14835.00

**BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220**

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
13	0 - 400 ea.	Pieces of 1' X 4" X 16" - Finger Joint Pine, Grade # A	5.34	2136.00
14	0 - 300 ea.	Pieces of 4" X 8" X ½" - Sheetrock	9.57	2871.00
15	0 - 100 ea.	Pieces of 4" X 8" X ½" - Sheetrock	9.57	957.00
16	0 - 200 ea.	Pieces of 1" X 6" X 16" - Finger Joint Pine, Grade # A	15.41	3082.00
17	0 - 50 ea.	Sheets of 4' X 8' X ½" - Tempered Masonite	10.27	513.50
18	0 - 50 ea.	Sheets of 4' X 8' X 1/8" - Tempered Masonite	5.86	293.00
19	0 - 20 ea.	Boxes of 1 ½" Drywall Screws, 50 pounds per box	39.20	784.00
20	0 - 20 ea.	Boxes of 1 ½" Drywall Screws, 50 pounds per box	31.95	639.00
21	0 - 20 ea.	Boxes of 2" Drywall Screws, 50 pounds per box	27.53	550.60
22	0 - 20 ea.	Boxes of 2 ½" Drywall Screws, 50 pounds per box	34.56	691.20
23	0 - 20 ea.	Boxes of 3" Drywall Screws, 50 pounds per box	30.79	615.80
24	0 - 30 ea.	Boxes of 1 5/8" Drywall Screws, 50 pounds per box	31.95	958.50
25	0 - 30 ea.	Parker Door Checks, Universal, Two-Valve, Aluminum Finish, for Right & Left Hand Doors, Model #954-AL or (Approved Equal)	44.11	1323.30
26	0 - 100 sets	4" x 4" Hoor Hinges, Brand: National, Full Mortise, One pair with Screws, non-rising pin, satin brass finish, Model #512-143-040 or (Approved Equal)	3.21	321.00
27	0 - 50 ea.	3 ½" X 3 ½" Door Hinges, Brand: Stanley, Steel Satin Brass Plated, Model #08-2100 or (Approved Equal)	2.27	113.50

BAYWAY LUMBER AND
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908-488-4480
FAX 908-488-2510
FEDERAL ID# 220-788-220

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
28	0 - 50 ea.	Parker Entry Locks, Stainless Steel 2 3/4" Backset, Schlage "C" Keyway, Model #ULB9160A-32KD or (Approved Equal)	30.82	1541.00
29	0 - 100 ea.	Parker Dead Bolt Locks, Stainless Steel, 2 3/4" Backset, Schlage "C" Keyway, Model #92160 SSKD or (Approved Equal)	15.57	1557.00
30	0 - 20 ea.	Parker Restroom Locks, Stainless Steel, 2 3/4" Backset, Schlage "C" Keyway, Ball Knob Privacy Set, Model #B9160D 32 or (Approved Equal)	26.55	531.00
31	0 - 20 ea.	Parker Storage Locks, Stainless Steel, 2 3/4" Backset, Schlage "C" Keyway, Ball Knob Storeroom Set, Model #B9160D 32 or (Approved Equal)	26.55	531.00
32	0 - 100 boxes	Cross Tees, Donn DXL216, Flat White 050, 2' X 1", 75 pcs. Per box, Model #293296	65.55	6555.00
33	0 - 500 cases	2' X 4' X 5/8" nom., Ceiling Tile, 10 tiles per box, Model #942BTextured	52.44	26220.00
34	0 - 100 boxes	Fawn Beige Ceramic Tile, 4" X 4" 10 square feet per box, Model #U788-44	12.45	1245.00
35	0 - 40 boxes	Fawn Beige Bullnose Tile, 2" X 6", 60 Linear feet per box, Model # U788-44	55.00	2200.00
36	0 - 50 boxes	Beige Ceramic Floor Tile, 2" X 2", 24 square feet per box, Model #A- 602	82.50	4125.00
37	0 - 20 ea	Five Gallon Cans of Adhesive For Ceramic Tile	33.91	678.20
38	0 - 20 boxes	16 Penny Common Nails, (50 lbs. per box)	37.90	758.00
39	0 - 20 boxes	10 Penny Common Nails, (50 lbs. per box)	37.90	758.00
40	0 - 10 boxes	6 Penny Common Nails, (50 lbs. per box)	37.90	379.00
41	0 - 20 boxes	#6 Coated Box Nails, (50 lbs. per box)	69.55	1391.00
42	0 - 40 ea.	Solid Core Birch Doors, 36" X 80"	63.07	2522.80
43	0 - 40 ea.	Solid Core Birch Doors, 36" X 80"	63.07	2522.80

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ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
44	0 - 10 cases	G.E. Clear Silicore Caulking, Twelve tubes per case, 10.1 ounce Tubes, Model # GE5000 or (Approved Equal)	39.47	394.70
45	0 - 50 ea.	Sheets of Formica, (Walnut)	66.98	3349.00
46	0 - 24 ea.	One Gallon Cans of Formica Glue, (Flammable)	24.80	595.20
47	0 - 24 ea.	One Gallon Jugs of All Carpenters' Wood Glue	22.28	534.72
48	0 - 50 ea.	Sheets of 4' X 8' X 1/4" Clear Plexi glass	90.85	4542.50
49	0 - 50 ea.	Sheets 4' X 8' X 3/16" Clear Plexi glass	77.05	3852.20
50	0 - 50 ea.	Sheets of 4' X 8' X 1/8" Clear Plexi glass	47.15	2357.50
51	0 - 200 boxes	12" X 12" X 1/4" Floor Tile, Beige, (45 Square feet per box)	44.34	8868.00
52	0 - 200 boxes	12" X 12" X 1/4" Floor Tile, Gray, (45 Square feet per box)	44.34	8868.00
53	0 - 50 ea.	3 1/2 Gallons Cans of tile Glue	37.36	1624.50
54	0 - 20 roll	Stone Tire Wire, #18 Gauge	2.35	47.00
55	0 - 50 ea.	Parker Passage Locks, 2 3/4" Backset, Schlage "C" Keyway, Ball Knob Passage Set, Model : #B916ON32 or (Approved Equal)	20.06	1003.00
56	0 - 4 cases	60 Grit Sandpaper	5.44	21.76
57	0 - 4 cases	80 Grit Sandpaper	5.44	21.76
58	0 - 4 cases	60 Grit Sanding Belts, 3" X 24"	14.38	57.50
59	0 - 4 cases	80 Grit Sanding Belts, 3" X 24"	14.38	57.50
60	0 - 1 cases	60 Grits 12" Sanding Disks	38.50	38.50
61	0 - 1 cases	80 Grits 12" Sanding Disks	34.50	34.50
62	0 - 2 cases	Medium Sandpaper Sheets	46.95	93.90
63	0 - 2 cases	Fine Sandpaper Sheets	48.95	97.90
64	0 - 2 cases	3 Penny Finished Nails, 50lbs. per case	73.10	146.20

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
65	0 - 2 cases	4 Penny Finished Nails, 50 lbs. per case	56.19	112.38
66	0 - 2 cases	6 Penny Finished Nails, 50 lbs. per case	56.19	112.38
67	0 - 2 cases	10 Penny Finished Nails, 50 lbs. per case	56.19	112.38
68	0 - 1 cases	1' Brand Nails	4.95	4.95
69	0 - 1 cases	3/4" Brads Nails	4.95	4.95
70	0 - 200 pcs.	2" X 4" X 10" Metal Studs	2.88	576.00
71	0 - 200 pcs.	2" X 4" X 8" Metal Studs	2.30	460.00
72	0 - 100 pcs.	2" X 4" X 10" Metal Tracks	2.76	276.00

NOTE:

This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

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FEDERAL ID# 220-756-220**

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE - ITEMS 1 THROUGH 72

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 72. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

two hundred thirty seven thousand ninety dollars and fifty eight cents

(In Writing)

\$ 237,090.58

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 72. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220**

Requisition #
0168111

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
BAYWAY LUMBER
400 ASHTON AVENUE
LINDEN NJ 07036

Dept. Bill To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST, 2ND
JERSEY CITY NJ 07305

Dept. Ship To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST, 2ND
JERSEY CITY NJ 07305

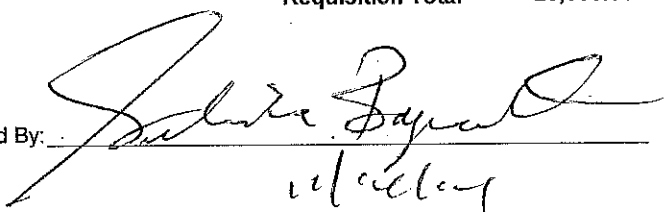
BA057300

Contact Info
John McGrath, Dir
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CONTRACT RENEWAL FOR LUMBER AND ASSORTED MATERIALS EXERCISING FIRST OF TWO OPTIONS TO RENEW FOR AN ADDITIONAL ONE YEAR PERIOD CONTRACT PERIOD: 11/13/14 TO 11/12/15 RENEWAL AMOUNT = \$239,935.66 TEMP. ENCUMBRANCY = \$20,000.00 ORIGINAL RESO # 13-755, APPROVED : 11/13/13 PARTIAL PAYMENT VOUCHERS	01-201-26-291-211	20,000.00	20,000.00

Requisition Total 20,000.00

Req. Date: 11/14/2014
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: 

This Is Not A Purchase Order

**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 BAYWAY Lumber (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 BAYWAY Lumber (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: BAYWAY Lumber

Signed: Jeff Dattilo Title: Controller

Print Name: Jeff Dattilo Date: 11/10/14

Subscribed and sworn before me
this 10 day of Nov., 2014.
My Commission expires:

LORRAINE C. LIPARI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 28, 2015

LORRAINE C. LIPARI
(Affiant)
LORRAINE C. LIPARI, NOTARY
(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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II -- Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert Dattilo 552 Ashwood Rd. Springfield, NJ 07081	33113
Dennis Dattilo 18 Wildwood Place Colonia, NJ 07067	33113
Jeff Dattilo 456 Birch Pl. Westfield, NJ 07090	33113

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: BAYWAY LUMBER
 Signed: [Signature] Title: Controller
 Print Name: JEFF DATTILO Date: 11/10/14

Subscribed and sworn before me this 10 day of Nov., 2014

My Commission expires LORRAINE C. LIPARI
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires March 26, 2015

[Signature]
 (Affiant)
LORRAINE C. LIPARI, Notary
 (Print name & title of affiant) (Corporate Seal)

BAYWAY LUMBER AND
 INDUSTRIAL SUPPLY
 400 ASHTON AVENUE
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 FEDERAL ID# 220-758-220

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

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(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.

BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220

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): Jeff Dattilo, CONTRACTOR
Representative's Signature: [Signature]
Name of Company: Bayway Lumber
Tel. No.: 908-486-4180 Date: 11/10/14

BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220

BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220

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: Jeff Dattilo Controller
Representative's Signature: [Signature]
Name of Company: BAYWAY Lumber
Tel. No.: 908-486-4480 Date: 11/10/14

BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220

**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 : Bayway Lumber
Address : 400 Ashton Ave Linden, NJ 07036
Telephone No. : 908-486-4480
Contact Name : John Ruggiero Ext 3034

Please check applicable category :

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

BAYWAY LUMBER AND
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINDEN, NJ 07036
908-486-4480
FAX 908-486-8610
FEDERAL ID# 220-758-220

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT ⁶⁹⁰⁴



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-2013 to 15-MAR-2020

**BAYWAY LUMBER
400 ASHTON AVE
LINDEN**

NJ 07036



Andrew P. Sidamon-Eristoff
State Treasurer

10/03/01

BAYWAY LUMBER INC
400 ASHTON AV
LINDEN NJ 07036

Taxpayer Identification# 220-758-220/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

DUNS #011390440

Sincerely,

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: BAYWAY LUMBER INC	TRADE NAME:	
TAXPAYER IDENTIFICATION# 220-758-220/000	CONTRACTOR CERTIFICATION# 0099754	
ADDRESS 400 ASHTON AV LINDEN NJ 07036	ISSUANCE DATE: 10/03/01	
EFFECTIVE DATE: 02/05/35		
FORM-BRC(08-01)	Director, Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

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

City Clerk File No. Res. 13.755

Agenda No. 10.2

Approved: NOV 13 2013



TITLE:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Supply and Delivery of Lumber and Assorted Materials for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) bids, the lowest responsible bid being that from Bayway Lumber, 460 Ashton Avenue, Linden Jersey City, NJ 07036 in the total bid amount of Two Hundred Thirty Seven Thousand, Ninety (\$237,090.58) Dollars and Fifty Eight Cents; and

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

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, Two Hundred Thirty Seven Thousand, Ninety (\$237,090.58) Dollars and Fifty Eight Cents, will be budgeted for the 2013, 2014, 2015 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-26-291-211; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in the 2013 permanent budget; and

Department of Public Works/Division of Building & St. Maint.

Acct #	P.O #	Amount
01-201-26-291-211	111699	Temp. Encumb. \$10,000.00
		TOTAL CONTRACT \$237,090.58

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2013 thru 2016 temporary and permanent budgets; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

(continued on Page 2)

City Clerk File No. 10.7

Agenda No. NOV 13 2013

TITLE: **RESOLUTION AWARDED AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2013 thru 2016 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Bayway Lumber, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

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

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

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Building & St. Maint.

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	111199		\$10,000.00
TOTAL CONTRACT			\$237,090.58

APPROVED by Peter Folgado, Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Council

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Michael Razzoli, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Polgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Two (2)

DATE BIDS WERE PUBLICLY RECEIVED:

October 22, 2013

NUMBERS OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Lumber and Assorted Materials for The Department of Public Works/Division of Building & Street Maintenance.

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Bayway Lumber 400 Ashton Avenue Linden, NJ 07036	\$237,090.58
2) Duncan Hardware Inc 776 West Side Avenue Jersey City, NJ 07306	\$248,708.40

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date

11/11/13

Peter Polgado, Director of Purchasing, RPPO, QPA

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

City Clerk File No. Res. 14. 769

Agenda No. 10.U

Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

WHEREAS, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

WHEREAS, although there was a second option remaining to renew for an additional year, the City revised the Living Wage Ordinance in July 2012 and desired to rebid the contract based on the revised Living Wage Ordinance; and

WHEREAS, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-140, approved on February 27, 2013, authorized a second extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-637, approved on September 11, 2013, authorized a third extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 14-159, approved on March 12, 2014, authorized a fourth extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 14-605, approved on September 10, 2014, authorized a three (3) month extension of the contract for the total amount of \$20,000.00; and

WHEREAS, the City completed its revisions to the bid specifications and was scheduled to accept bids on September 25, 2014; and

WHEREAS, it was necessary to cancel the bid reception so that the bid specifications could be revised to include changes pertaining to the qualifications of bidders; and

(Continued on page 2)

City Clerk File No. 10-U

Agenda No. NOV 25 2014

TITLE: **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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

WHEREAS, it is necessary to extend the janitorial services contract on a month to month basis not to exceed six (6) months effective as of November 17, 2014 while the City advertises and accepts bids based on the revised bid specifications; and

WHEREAS, the total cost of the contract extension is **thirty thousand dollars and zero cents (\$30,000.00); and**

WHEREAS, funds in the amount of \$10,000.00 are available in the **Division of Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-314.**

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

- 1) The Mayor or Business Administrator is authorized to extend the contract with Chuk's Professional Cleaning for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of November 17, 2014, and the total cost of the contracts shall not exceed **\$30,000.00** ;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary and permanent budgets; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Operating Account No. 14-01-201-26-291-314** for payment of the above resolution.

PO # 115296

APPROVED: [Signature] Open K. Dabney, Sr., Director, Department of Public Works APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

OKD / sb
November 7, 2014

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 17, 2014 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

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

- ✦ The purpose of this resolution is to provide janitorial services for the Public Safety Communication Building.
- ✦ This is a contract extension not to exceed six (6) months on a month to month basis effective as of November 17, 2014.
- ✦ The City completed its revisions to the bid specifications and was scheduled to accept bids on September 25, 2014.
- ✦ It was necessary to cancel the bid reception so that the bid specifications could be revised to include changes pertaining to the qualifications of bidders.
- ✦ It is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 17, 2014 while the City revises the bid specifications and advertises for bids for new contracts.
- ✦ The total cost of the contract extension is **thirty thousand dollars and zero cents (\$30,000.00).**
- ✦ **Once bid specifications are advertised and proposals received, contracts will be awarded. Therefore, all contract extensions will be cancelled.**

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Operating Account: 01-201-26-291-314
 Total Extension Amount =\$30,000.00
 Temp. Encumbrancy =\$10,000.00

Contract extension is not to exceed six (6) months on a month to month basis effective as of November 17, 2014.

Type of award

Contract Extension


If "Other Exception", enter type

Additional Information

If contract is not awarded by 12/31/14 , only two (2) months will be charged against 2014 operating budget and the remaining four (4) months will be requested in 2015 temporary budget.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel [973] 759-0014 Toll FREE 1 866-644-0012 Fax [973] 759-0068



November 10, 2014

John Mc Grath
City of Jersey City
Department of Public Works
Division of Buildings & Street Maintenance
575 Route 440
Jersey City, NJ 07305

Dear Mr. Mc Grath:

In response to your letter dated November 6, 2014, we accept the extension of the Janitorial Services at the Communication Center. The extension will be for 6 months which will be on a month to month basis.

We thank you for the opportunity to continue our services with the City of Jersey City.

Sincerely yours,

Zoila Bunay
Administrative Assistant

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

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

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

(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): Zoila Bunay
Representative's Signature: Zoila Bunay
Name of Company: Chik's Professional Cleaning, Inc.
Tel. No.: 973-759-0014 Date: 10/14/14

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: Zoila Buncay / Adm. Asst.
Representative's Signature: [Signature]
Name of Company: Chuk's Professional Cleaning Inc.
Tel. No.: 973-759-0014 Date: 10/14/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : Chuk's Professional Cleaning, Inc.
Address : 109 Washington Ave, Belleville, NJ 07109
Telephone No. : 973-759-0014
Contact Name : Livinus Imbamara

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Certificate Number
663069

Registration Date: 07/20/2014
Expiration Date: 04/27/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Chuk's Professional Cleaning, Inc.

2014

Responsible Representative(s):
Livinus Mbarajia, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Chuk's Professional Cleaning, Inc.
Address: 109 Washington Ave, Belleville NJ 07109
Telephone No.: 973-759-0014
Contact Name: Livinus Mbamara

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

260-067-256/000

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.



Director, Division of Taxation

**CHUKS PROFESSIONAL CLEANING IN
8 DAVIDSON ST
BELLEVILLE NJ 07109**

Tax Registration No.: XXX-XXX-256/000

Tax Effective Date: 03-09-06

Document Locator No.: C0000225408

Date Issued: 03-20-06

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

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST
BELLEVILLE NJ 07109
EFFECTIVE DATE:

06/18/03

SEQUENCE NUMBER:

1219831

ISSUANCE DATE:

03/20/06

John E. Tully
Director

FORM-BRC(08-01)

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

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: 260-067-256

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

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY: 45

4. COMPANY NAME: Chuk's Professional Clearing Inc.

5. STREET: 109 Washington Ave. CITY: Belleville COUNTY: Essex STATE: NJ ZIP CODE: 07109

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

7. CHECK ONE: IS THE COMPANY: 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 AWARDED CONTRACT: City of Jersey City CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07305

Official Use Only: DATE RECEIVED: INAGIS DATE: ASSIGNED CERTIFICATION NUMBER:

SECTION B - EMPLOYMENT DATA

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

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	Total (Cols. 2 & 3)	MALE					FEMALE					Total	
		COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	2	2	0	2	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	2	0	2	0	0	0	0	0	1	1	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	41	28	13	10	10	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment from previous report (if any)	32	14	18	3	5	0	0	1	5	13	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record

13. DATES OF PAYROLL PERIOD USED FROM: 7/24/14 TO: 8/2/14

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

15. IF NO, DATE LAST REPORT SUBMITTED: 4/13

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Zoila Bunay SIGNATURE: Zoila Bunay TITLE: Adm Asst DATE: 10/14/14

17. ADDRESS NO. & STREET: 109 Washington Ave. CITY: Belleville COUNTY: Essex STATE: NJ ZIP CODE: 07109 PHONE, AREA CODE, NO.: 973 - 759 - 0014

I certify that the information on this form is true and correct.

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Chuk's Professional Cleaning, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/01/2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Chuk's Professional Cleaning, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Name of Business Entity: Chuk's Professional Cleaning, Inc.

Signed: Zoila Burrey Title: Adm. Asst.

Print Name: Zoila Burrey Date: 10/14/14

Subscribed and sworn before me
this 14 day of October, 2014.
My Commission expires: 09-06-2017

Zoila Burrey
(Affiant)
Adm. Asst - Zoila Burrey
(Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/6/2017
William Barretta
090822-14, 2014

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Wattzman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
N/A	

Part 3 - Signature and Attestation:

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

Name of Business Entity: Cher's Professional Cleaning, Inc.
 Signed: [Signature] Title: Adm. Asst.
 Print Name: Zoila Bundry Date: 10/14/14

Subscribed and sworn before me this 14 day of October, 2014
 My Commission expires: 09-06-2017
[Signature]
 (Affiant)
Zoila Bundry - Adm. Asst.
 (Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 9/6/2017
[Signature]
 October 14, 2014

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

City Clerk File No. Res. 14.770

Agenda No. 10.V

Approved: NOV 25 2014

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

Council offered and moved adoption of the following Resolution:

WHEREAS, the Public Safety Communications Center experienced a power failure on the eve of a forecasted ice-storm on Tuesday, February 4, 2014. As a result of the power failure, numerous servers, switches and other hardware vital to operations suffered severe damages. Replacing the equipment is proprietary and cannot go out to bid or competitive quotes; and

WHEREAS, as a result of the power failure, the Director of the Department of Public Safety notified the Purchasing Agent that an emergency existed because of the need to replace the UPS System equipment because of the damages caused by the power outage; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it was necessary to have this work performed as soon as possible because it is vital to the Fire and Police Dispatch 911 Operators and this work was necessary to protect and promote the public health, safety and welfare; and

WHEREAS, on Wednesday, February 5, 2014 the Purchasing Agent instructed Eaton Corporation to perform this work; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the performance of the work was \$48,515.50; and

WHEREAS, these funds are available in Account No. 16-290-55-000-800.

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Eaton Corporation, 1000 Cherrington Parkway, Moon Township, PA 15108 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to replace the equipment on the UPS Battery System is hereby ratified;
- 2) the total cost of the emergency contract is \$48,515.50;
- 3) the Director of the Department of Public Safety shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

TITLE:

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

4) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. P.O. 115254

11/14/14
 Peter Folgado,
 Director of Purchasing, QPA, RPPO

November 13, 2014
 Date

PF/pv
 11/13/14

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

Initiator

Department/Division	Police/Public Safety	
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njccps.org

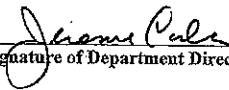
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

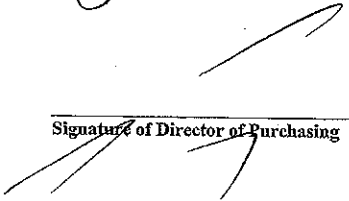
Emergency replacement of 120 batteries in the UPS (Uninterruptable Power Supply) system located at the Public Safety Communications Center. The resulting failure caused extensive damage to facility systems. The repair was performed on February 6, 2014.

Funds in the Federal Trust Fund were utilized.

I certify that all the facts presented herein are accurate.


Signature of Department Director

11/14/14
Date


Signature of Director of Purchasing

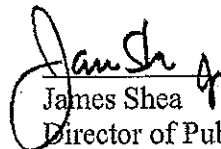
11/12/14
Date

EMERGENCY CERTIFICATION FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER

I James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director of the City of Jersey City.
2. On Wednesday February 5, 2014, the Public Safety Communications Center experienced a power failure due to failure of the UPS system.
3. As a result of the Power failure, numerous servers, switches and other hardware vital to operations suffered severe damage.
4. The equipment replacement attached is proprietary and cannot go out to bid or competitive quote.
5. This equipment is vital to public safety.
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: 2/11/14


James Shea
Director of Public Safety



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EATON CORPORATION(FORMERLY EATON YALE
& TOWNE INC.)

Trade Name:

Address: EATON CTR 1111 SUPERIOR AVE
CLEVELAND, OH 44114

Certificate Number: 0839147

Effective Date: January 26, 1965

Date of Issuance: November 13, 2014

For Office Use Only:

20141113115912356



Powering Business Worldwide

EATON CORPORATION SERVICE AGREEMENT - TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: The terms and conditions set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of UPS services by Eaton Corporation, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other form of acknowledgment, customer shall be bound by these terms and conditions when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Eaton Corporation of the products or services. THE CONTRACT FOR SALE OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR. No contract shall exist except as herein provided.

1. **DEFINITIONS:** As used in this Service Agreement, the terms listed below shall have the following meanings: "Agreement" shall mean Eaton Corporation's Service Agreement Terms and Conditions, the Service Quote and the applicable Scope(s) of Work."

"Battery" shall mean the electric storage portion of a UPS.

"Contractor" shall mean Eaton Corporation.

"Covered Equipment" shall mean the equipment as listed on the Service Quote.

"CPM" shall mean the Contracted Period of Maintenance.

"Customer" shall mean the purchaser of this Agreement.

"Drop Ship Items" shall mean batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.

"Emergency Service" shall mean all services provided on an as needed basis that is not scheduled in advance

"PCS" shall mean Pre-Contract Survey.

"On-Site" shall mean Service performed at Customer's physical location as listed on the Service Quote.

"Power Module" shall mean the electronic portion of a UPS or other power quality device.

"Scope of Work" shall mean the services, procedures, methods, exclusions and coverage as purchased by the Customer

"Service" shall mean installation, maintenance (including Preventive Maintenance), repairs, inspection, adjusting, etc. of the UPS equipment provided by Contractor to Customer.

"UPS" shall mean Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. **ELIGIBILITY:** All Covered Equipment that has experienced a lapse in Service coverage with the Contractor (or factory warranty coverage) or has had no service history with Contractor within the previous ninety (90) days, is subject to a PCS inspection by Contractor prior to eligibility for any Service under this Agreement. Customer is subject to charges for a PCS inspection at Contractor's then current Time and Material Service Rate Schedule (refer to Exhibit 1-PCS and Attachment X-1). If a PCS inspection is required for eligibility, a list of the equipment requiring a PCS inspection will be provided to Customer and will be incorporated into this Agreement.

3. **HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday (alternatively described as "5X8 Service") excluding all holidays observed by Contractor. The Customer may optionally purchase extended hours of scheduled and Emergency Service coverage (alternately described as "7x24 Service") which will include Emergency Service being provided on all holidays observed by Contractor. Notwithstanding anything herein, or otherwise to the contrary, scheduled services are not available on Contractor's observed holidays. Contractor's observed holidays shall be the same as public holidays for Federal employees as established by U.S. Federal law (5 U.S.C. 6103).

4. **ON-SITE RESPONSE TIME:** Following Customer's request for Service, Contractor will arrive at the location of the Covered Equipment the next business day or if optionally purchased by Customer, Contractor will arrive at the location of the Covered Equipment within eight (8), four (4) or two (2) CPM hours, provided the Covered Equipment is located within one hundred (100) miles of a Contractor service location. Response time does not include battery replacement service.



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5. **LABOR AND MATERIAL RATES:** For any additional Service outside the Scope(s) of Work purchased for Covered Equipment under this Agreement, Customer shall be billed at Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat-rate Service quoted by Contractor representative.

BATTERY REPLACEMENT SERVICES: Prices stated herein do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quotation. Prices stated herein are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of this Agreement at the factory. If drawings are required for approval before Contractor is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the Customer cannot accept delivery of equipment, he will arrange for storage. Contractor shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Contractor's reasonable control, nor shall Customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

6. **ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. **CUSTOMER'S RESPONSIBILITY:**

A. **Communication and Scheduling** - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) regarding all Service and Preventative Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventative Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventative Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventative Maintenance to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that Preventative Maintenance shall be considered fulfilled.

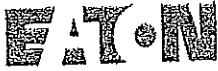
B. **Movement** - If Covered Equipment is moved to another location within the United States, Service coverage will continue only upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which Customer will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of Service coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.

C. **Safety** - Customer shall, at all times during the provision of Service hereunder, have a representative present at the Service site at no cost to, and solely for, the safety of Contractor.

D. **Access** - Customer shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform Service under this Agreement.

8. **TERM AND TERMINATION:** This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement sixty (60) days prior to its expiration, stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to the expiration of this Agreement. Notwithstanding the foregoing, Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16 herein.

BATTERY AND DROP SHIP ITEM CANCELLATION/TERMINATION/CHANGE: Customer may not cancel or terminate its purchase order without prior written notice to the Contractor and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and commitments made by the Contractor. Cancellation charges are as follows: (a) for batteries and Drop Ship Items, cancellation 31 days or more prior to shipment, 50% of the total Invoice; between 0-30 days prior to shipment, 100% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.



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9. **END OF SERVICE LIFE ("EOSL")/BEST EFFORTS:** Contractor may designate a Power Module as "End of Service Life/Best Efforts" which shall mean that limited parts are available or Service will be provided on a best efforts basis. This designation will be indicated on the Service Quote provided to Customer for Service renewal. In the event that Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8 herein. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 15 herein. Customer acknowledges EOSL/Best Efforts designation on the Service Quote will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module.

10. **INSURANCE:** During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (1) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (2) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (3) commercial general liability insurance for bodily injury and property damage.

11. **WARRANTY:** Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without adherence to Section 7B herein. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

12. **ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights and interests herein without the prior written consent of the other party. Notwithstanding anything in this Agreement or otherwise to the contrary, upon written notice to the other party, either party may assign this Agreement or any of its rights and interests herein to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

13. **SUBCONTRACTING:** Contractor reserves the right to subcontract any portion of Service provided for under this Agreement without the prior consent of Customer.

14. **INDEMNITY:** Subject to Section 15 herein, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents.

15. **LIABILITY:** Notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data or lost opportunity damages, resulting from or in connection with any claim or cause of action,

Public Safety Central Communications & Technology Center

Power Outage-February 4, 2014

On February 4, 2014 a Public Safety Executive meeting was in progress at the facility. Director Shea had just announced to those present that he was appointing Fire Deputy Chief Joseph Zieja as Acting Director and Robert Baker, Sr. as Fiscal/Operations Officer of the facility due to its many problems. No sooner had this been announced when the meeting was interrupted due to an emergency in the Call Center.

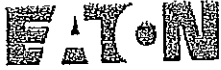
Upon our arrival we found that the Call Center housing the 911 and Fire/Police Dispatch positions lost power. The remainder of the facility had power. A quick determination was that the electrical panel providing power to the call center must have tripped as the facility is complete with its own Uninterruptable Power Supply (UPS) and power was available to rest of the building. Finding that the panel was not the cause of the outage raised great concern.

Fire and Police Dispatch were sent to their respective Back-Up Sites. 911 Call Takers have a backup phone at each position. All failed for various reasons and the entire staff and operation was transferred to the Hudson County 911 and Sheriff's Communications Center.

The reader must also note that this event occurred on the eve of a forecasted Ice-Storm that was expected to bring down trees and power lines. The operation of the facility UPS system became a critical issue. By days end we had staff back and power into the call center. However, this event uncovered serious problems and critical repairs to equipment damaged by the outage.

Uninterruptable Power Supply

Power outage was caused by failure of the UPS battery system. The battery cabinet contained the original batteries that were now six years old. The expected battery life is 3 years. An emergency purchase and shipment was arraigned and the batteries were replaced 2 days later. We also secured a battery and ATS (Automated Transfer Switch) maintenance contract to prevent this from happening again.



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whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. Under no circumstances shall the aggregate liability arising out of or in connection with this Agreement exceed the price paid hereunder for the goods and services provided.

16. **PAYMENT:** All payments are due net thirty (30) days in full from date of invoice. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment. In the event of early termination; i) Customer will be liable for any Service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

17. **TAX:** Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. **PARTS:** Parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. **FORCE MAJEURE:** Contractor shall not be liable for any failure to perform, or delay in performing Service for Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

20. **INFORMATION:** All information of Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a mutual non-disclosure agreement.

21. **GENERAL:** The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the state and federal courts located in Wake County, North Carolina.

Eaton is a trademark of Eaton Corporation.



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Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance

Scope of Work

Attachment R-2

This scope of work is shared by the following power quality equipment types: Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non Eaton equipment (MVS). Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms

3. External Operating Parameters

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up
- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)



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4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace all air filters
- e. Clean control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters NOTE: One (1) oil and filter change per year.

5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
 - i. Overall battery float voltage
 - ii. Charger output current and voltage
 - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
 - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)

7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance Inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Eaton and PowerTrust are trade names, trademarks, and/or service marks of Eaton Corporation or its subsidiaries and affiliates.



Eaton ProActive Service Plan - Contract Acceptance Form

February 4, 2014

Coverage Period: One year from acceptance of contract

Eaton Quote Number: 0079965

GSA Contract Price: \$7,738.50

Eaton Corporation terms and conditions govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Payment terms are arrears quarterly from date of invoice. The remit to address is PO Box 93531, Chicago, IL 60673-3531. Please note your order will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering that state shown as the ship to address on your purchase order.

Attachments: Eaton Terms and Conditions, Scope of Work and Rate Schedule

If any of this information is incorrect, please strike through and correct to the side.

Billing Information:

Jersey City Public Communications Center
73-85 Bishop Street
Jersey City, NJ 07304
Attn: Accounts Payable

Site Information:

Jersey City Public Communications Center
73-85 Bishop Street
Jersey City, NJ 07304
Attn: John Tkaczyk

Equipment/Contract Information:

Eaton 9390-160kVA S/N EB346CBA02
Powerware ProActive Service Plan
Response Time: 8 Hours
Coverage: 7x24
(1) UPS Preventative Maintenance Inspection, 7x24
(2) Battery Preventative Maintenance Inspections, 7x24

To accept this agreement with Eaton, please fill out the information below and email lpicherla@datatec-inc.com or fax to Datatec, Inc. at (973)-423-5702. If you plan to use a purchase order, please make it out to "Eaton Corporation," c/o Datatec, Inc. 8609 Six Forks Road, Raleigh, NC 27615. Please reference the above Eaton Quote Number anywhere in your purchase order.

2/4/14
Date

112549
Purchase Order Number

Sgt. John Tkaczyk
Approved by (Print Name & Title)

[Signature]
Signature

For Service Call Eaton at (800) 843-9433, Option #1
If you have any questions, please contact Leane Picherla

200 Braen Avenue, Wyckoff, New Jersey 07481 • Tel: (973) 423-0005 • Fax: (973) 423-5702

DATATEC, INC.



February 4, 2014

JCPSCC
73-85 Bishop Street
Jersey City, NJ 07304

Attn: John Tkaczyk

Subject: Full Battery Upgrade – GSA Pricing
CSE Lead 402596

Dear John,

It is my pleasure to provide the following Eaton Full Battery Update Service proposal for the equipment and configuration below:

Product	Serial Number	Battery	Qty
9390-160kVA	EB346CBA02	PWHR12500	120

Full battery upgrade includes 120 new batteries, dock to dock freight, installation of new batteries, removal and EPA approved disposal of old lead acid batteries. Powerware batteries are quoted with a three year warranty on parts and labor.

5x8	Labor includes Monday-Friday 8:00 am to 5:00 pm	\$37,270.00	
7x24	Off hour labor, includes evenings and weekends	\$40,777.00	

Batteries are normally kept in stock and are available to ship within 2-3 days after order acceptance.

To place an order, please check the appropriate options in the right column of the above table, or indicate them in your purchase order. Complete the authorization block below and/or attach a copy of your company's purchase order addressed to Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615 referencing the proposal number shown above and listing the payment terms as Net 30 days. Please fax these documents to me at 973-423-5702 or email them to me at lpicheria@datatec-inc.com for processing.

All above prices are FOB origination and included dock to dock freight. Any special delivery requirements will require additional costs. A copy of the delivery checklist is included with this proposal. Please advise immediately if you have any special delivery circumstances. Upon arrival of batteries, it is important to note any damage or missing batteries on the carrier's delivery receipt in order to avoid additional costs to your company.

Prices are valid for 30 days from the date of this proposal. Payment terms are net 30 days. Eaton Corporation standard terms and conditions of sale apply to this proposal. Important sales tax notice: In

200 Braen Avenue, Wyckoff, New Jersey 07481 • Tel: (973) 423-0005 • Fax: (973) 423-5702



Eaton ProActive Service Plan - Contract Acceptance Form

February 4, 2014
Coverage Period: One year from acceptance of contract
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Payment terms are arrears quarterly from date of invoice. The remit to address is PO Box 93531, Chicago, IL 60673-3531. Please note your order will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering that state shown as the ship to address on your purchase order.

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73-85 Bishop Street
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Attn: Accounts Payable

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73-85 Bishop Street
Jersey City, NJ 07304
Attn: John Tkaczyk

Equipment/Contract Information:

Eaton 9390-160kVA S/N EB346CBA02
Powerware ProActive Service Plan

Response Time: 8 Hours

Coverage: 7x24

- (1) UPS Preventative Maintenance Inspection, 7x24
(2) Battery Preventative Maintenance Inspections, 7x24

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2/4/14
Date

112549
Purchase Order Number

Sgt. John Tkaczyk
Approved by (Print Name & Title)

[Signature]
Signature

For Service Call Eaton at (800) 843-9433, Option #1
If you have any questions, please contact Leane Picheria

200 Braen Avenue, Wyckoff, New Jersey 07481 • Tel: (973) 423-0005 • Fax: (973) 423-5702

FAX COPY

REMIT TO:
Eaton Corporation
P.O. BOX 93531
CHICAGO IL 60673-3531



IF QUESTIONS, CALL BAKER, MICHAEL P
(412) 893-3662 (412-893-3248 FAX)
EMAIL: MICHAELPBAKER@EATON.COM

INVOICE TO:
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
POLICE DEPT
JERSEY CITY NJ 07302

SOLD TO: A/R NUMBER: 40434201
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
POLICE DEPT
JERSEY CITY NJ 07302

CUSTOMER ID 291540	G. O. NUMBER CNT036650E	INVOICE DATE 08-04-14	INVOICE NUM 40345216
P. O. DATE 112549	P. O. NUMBER		PAGE NUM (OF)

SHIPPED TO:

SPECIAL MARKINGS/INSTRUCTIONS							
LUMP NUMBER: 101	SHIPPED FROM	SUF. NE9	SHIP REL NUMBER	CARRIER	PRO NUMBER	GROSS WEIGHT	DATE SHIPPED

CUST ITEM NUM	STYLE NUMBER	PRODUCT ID / DESCRIPTION	C-ITEM NUMBER	BL	PROD. CODE	QTY.	UNIT PRICE	MULT.	EXTENDED AMOUNT
	CATALOG NUMBER								
		-----SITE ADDRESS : ----- CITY OF JERSEY CITY 73-85 BISHOP ST PUBLIC GOMM							
1		JERSEY CITY , NJ , 07302 PABINEX-0160 ITEM DESC: POWERWARE 9390 MODEL 160, 160KVA, 3 PHASE SERIAL NUMBER: EB346CBA02 CONTRACT TYPE: PROACTIVE SERVICE PLAN 8 HR CONTRACT PERIOD: 02/04/2014 - 02/03/2015 BILLING PERIOD: 05/04/2014 - 08/03/2014	1		45748	1	1241.63	1.00	1241.63
2		0085NS120 ITEM DESC: PW9390 BATTERY CABINET, VARIOUS BATT TYPES & MFG SERIAL NUMBER: EB346CBA02BATT CONTRACT TYPE: SEALED BATTERY PREVENTIVE MAINTENANCE, ANY TI ME CONTRACT PERIOD: 02/04/2014 - 02/03/2015 BILLING PERIOD: 05/04/2014 - 08/03/2014 Order Notes: CONTRACT NUMBER: 10859, VERSION: 0.16	2		45752	1	693.00	1.00	693.00

*Received
St. John
10/20/14*

PAYMENT TERMS
NET 30 DAYS

PRODUCT TOTAL	1934.63
SALES/USE TAX	135.42
SHIPPING	
INVOICE IN USD DUE BY 09-03-14	2070.05

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 67, AND 42 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14, THEREOF.
NOTICE: PRICE(S) HEREON, FOLLOWING OUR COMPANY POLICY, MAY BE BASED UPON PRICE(S) IN EFFECT AT TIME OF SHIPMENT. THEREFORE MAY NOT BE THE SAME AS ON YOUR ORDER.

PLEASE REFER TO OUR INVOICE NO. 40345216
IN YOUR REMITTANCE

FAX COPY

REMIT TO:
Eaton Corporation
P.O. BOX 93531
CHICAGO IL 60673-3531



IF QUESTIONS, CALL BAKER, MICHAEL P
(412) 893-3662 (412-893-3240 FAX)
EMAIL: MICHAELPBAKER@EATON.COM

INVOICE TO:
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
POLICE DEPT
JERSEY CITY NJ 07302

SOLD TO: A/R NUMBER: 40434201
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
JERSEY CITY NJ 07302

CUSTOMER ID 291940	G. O. NUMBER FLD0342553	INVOICE DATE 02-10-14	INVOICE NUM 39218447
P. O. DATE 02-27-14	P. O. NUMBER 112549		PAGE NUM 1 OF 1

SHIPPED TO:
CITY OF JERSEY CITY
73-85 BISHOP ST
PUBLIC COMM
JERSEY CITY NJ 07302

SPECIAL MARKINGS/INSTRUCTIONS

UNION	SHIPPED FROM NJ	SUF. NE9	SHIP REL NUMBER 4522916	CARRIER	PRO NUMBER	GROSS WEIGHT	DATE SHIPPED 02-10-14
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CUST ITEM NUM	STYLE NUMBER	PRODUCT ID / DESCRIPTION	C-H ITEM NUMBER	B/L	PROD. CODE	QTY.	UNIT PRICE	MULT.	EXTENDED AMOUNT
	CATALOG NUMBER								
1		SERVICE REQUEST NUM: 2756482 BILLABLE SERVICES ITEM: BILLABLE SERVICES PROVIDED PER SERVICE REQUEST NUM ABO VE Order Notes: BATTERY REPLACEMENT SERVICE REQUEST CREATED ON 05-FEB -14 PRODUCT SERIAL NUMBER: EB346CBA02BATT	1	0KQ	4593	1	40777.00	1.0000	40777.00

Received
Sgt. John Joseph
10-22-14

PAYMENT TERMS
NET 30 DAYS

PRODUCT TOTAL	40777.00
SALES/USE TAX	2854.39
SHIPPING	
INVOICE IN USD DUE BY: 03-12-14	43681.39

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 67, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14, THEREOF.
NOTICE: PRICE(S) HEREON, FOLLOWING OUR COMPANY POLICY, MAY BE BASED UPON PRICE(S) IN EFFECT AT TIME OF SHIPMENT. THEREFORE MAY NOT BE THE SAME AS ON YOUR ORDER.

PLEASE REFER TO OUR INVOICE NO. 39218447
IN YOUR REMITTANCE

FAX COPY

REMIT TO:
Eaton Corporation
P.O. BOX 93531
CHICAGO IL 60673-9351

EATON

IF QUESTIONS, CALL BAKER, MICHAEL P
(412) 893-3662 (412-893-3240 FAX)
EMAIL: MICHAELPBAKER@EATON.COM

INVOICE TO:
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
POLICE DEPT
JERSEY CITY NJ 07302

SOLD TO: A/R NUMBER: 40434201
JERSEY CITY POLICE DEPT
73-85 BISHOP ST
POLICE DEPT
JERSEY CITY NJ 07302

CUSTOMER ID 291940	G. O. NUMBER CNT0354218	INVOICE DATE 05-05-14	INVOICE NUM 39747925
P. O. DATE	P. O. NUMBER 112549		PAGE NUM OF

SHIPPED TO:

LUMP NUMBER: 101							SPECIAL MARKINGS/INSTRUCTIONS		
SHIPPED FROM	SUP. NE9	SHIP REL NUMBER	CARRIER	PRO NUMBER	GROSS WEIGHT	DATE SHIPPED			

CUST ITEM NUM	STYLE NUMBER	PRODUCT ID / DESCRIPTION	CH ITEM NUMBER	B/L	PROD. CODE	QTY.	UNIT PRICE	MULT.	EXTENDED AMOUNT
	CATALOG NUMBER								
		-----SITE ADDRESS : CITY OF JERSEY CITY 73-85 BISHOP ST PUBLIC COMM JERSEY CITY, NJ, 07302 PABINEX-0160 ITEM DESC: POWERWARE 9390 MODEL 160, 160KVA, 3 PHASE SERIAL NUMBER: E9346CBA02 CONTRACT TYPE: PROACTIVE SERVICE PLAN 8 HR CONTRACT PERIOD: 02/04/2014 - 02/03/2015 BILLING PERIOD: 02/04/2014 - 05/03/2014 0005NS120 ITEM DESC: PW9390 BATTERY CABINET, VARIOUS BATT TYPES & MFG SERIAL NUMBER: E9346CBA02BATT CONTRACT TYPE: SEALED BATTERY PREVENTIVE MAINTENANCE, ANY TI ME CONTRACT PERIOD: 02/04/2014 - 02/03/2015 BILLING PERIOD: 02/04/2014 - 05/03/2014 Order Notes: CONTRACT NUMBER: 10859, VERSION: 0.15	1		45748	1	1241.63	1.00	1241.63
			2		45752	1	693.00	1.00	693.00

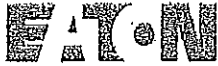
Received
Sgt John Tracey
10-22-14

PAYMENT TERMS
NET 30 DAYS

PRODUCT TOTAL	1934.63
SALES/USE TAX	155.42
SHIPPING	
INVOICE IN USD DUE BY	06-04-14 2070.05

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14, THEREOF.
NOTICE: PRICE(S) HEREON, FOLLOWING OUR COMPANY POLICY, MAY BE BASED UPON PRICE(S) IN EFFECT AT TIME OF SHIPMENT. THEREFORE MAY NOT BE THE SAME AS ON YOUR ORDER.

PLEASE REFER TO OUR INVOICE NO. 39747925
IN YOUR REMITTANCE



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Eaton ProActive Service Plan Scope of Work Attachment R-6

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Corrective Maintenance Coverage	Electronics Preventive Maintenance	Battery Preventive Maintenance	eNotify Remote Monitoring	Tech Support	Discounts
Eaton UPS	Yes	Yes	No	Yes	Yes	Yes
Eaton DC	Yes	Yes	No	No	Yes	Yes
Eaton PDU/PDR/RPP/STS	Yes	Yes	No	No	Yes	Yes
Flywheel	Yes	Yes	No	No	Yes	Yes
Non Eaton equipment (MVS)	Yes	Yes	No	No	Yes	No

- 1. Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance. Contractor shall replace the spare parts, which it so uses. **Exclusions:** certain wear parts are excluded from corrective coverage including external batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models will have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC capacitors).
- 2. Electronics Preventive Maintenance:** One (1) annual 7x24 UPS (or other equipment type) **Power Module Preventive Maintenance** – Calibration of all metering and protective features. Functional testing of all transfer conditions. Inspection of online performance and equipment history. Examination of interfaces to other Powertrain equipment. Visual check on batteries and battery environment. Written evaluation providing a record of equipment performance. A Contractor will perform the Preventive Maintenance at the time requested by Purchaser during the CPM. For Flywheel: major maintenance is excluded and is sold separately upon request per recommended interval. See Attachment R-2, UPS Power Module Preventive Maintenance **Scope of Work.**
- 3. eNotify Remote Monitoring & Diagnostic Service:** Contractor will provide Remote Monitoring Service. This service will only be available if customer provides and supports a CAT5 LAN/Ethernet cable connected to an email server (along with necessary IP addresses to facilitate



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one-way connectivity): Contractor will notify Purchaser contact when a major alarm occurs. A monthly UPS Monitoring Summary Report will be sent electronically via email to customer contact. Not available on all products or models.

Contractor's obligation shall be to perform remote monitoring start-up and validation of the remote monitoring system.

By permitting remote monitoring, End User acknowledges that Contractor may collect certain company specific (including information about End User that may be proprietary or confidential) and aggregate information about the End User's use of, and interaction with, the Product ("Company Specific Information" and "Aggregate Information" respectively). Contractor will not disclose Company Specific Information to third parties without end-user's written consent unless such Company Specific Information has been stripped of all identifiable, proprietary or confidential information ("Anonymized Information"). Anonymized and Aggregate Information may be used by Contractor for analysis and trending purposes and disclosed to third parties for purposes of comparisons and reliability reporting.

Remote monitoring shall include a monthly report summarizing alarms and important data relevant to UPS, battery or system performance. Contractor makes no warranty regarding, and has no obligation with respect to, the accuracy, completeness or omissions of any data, analysis or recommendation contained within this report. The End User must use reasonable judgment in interpreting this data and contact his or her local Eaton® sales representative or Contractor Technical Support with any questions.

4. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.
5. **Customer Web Account Access:** Contractor will provide Purchaser with web-based access to account information and site service records. Access will be password restricted for maximum security of Purchaser records. A history of service performed, as well as scheduled service calls will be available.
6. **Discounts on spare part kits and upgrades:** Contractor will provide a 30% discount on time and material services like standby scheduled service (battery replacements, recertification and custom quoted ((fixed price)) services are ineligible for discounts), optional spare part kits (not individual parts) and any field upgrade or modification performed by Eaton. Spare part kits are defined as an "A", "B", "C" or "D" level spare kit comprising between 80% and 10% of the replaceable parts for a specific Eaton product.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below. ¹Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS or related device and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit¹:

Below
100W/Jar 100W+/Jar

A. Measure and Record the following:

1. Individual cell/battery float voltages and overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 10% of the inter cell/battery connection	No	Yes
6. Ambient temperature	Yes	Yes
7. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier	Yes	Yes

B. Visually inspect conditions and appearance of the following:

1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware	Yes	Yes
4. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes

C. Perform cleaning of all accessible surfaces as required

Yes Yes

Performed Once Per Calendar Year:

The yearly maintenance procedure should include all of the above with the addition of the following:

1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Re-torque any connection where the resistance is above 20% of the average.	No	Yes

E. Reporting Each Preventive Maintenance Visit:

1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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Time and Material Service Rate Schedule (2014) Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

3-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)	
Mon. - Fri., Business Hours (8AM - 5PM):	\$ 270
Mon. - Fri., After Business Hours (5PM - 8AM):	\$ 345
Weekends and Holidays (Saturday 12:01AM - Sunday Midnight):	\$ 430
3-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)	
Equipment below 200kVA, Five day or less response (4 hour min.):	\$1,080 to \$1,720
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$1,620 to \$2,580
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$2,160 to \$3,440
1-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)	
Mon. - Fri., Business Hours (8AM - 5PM):	\$ 215
Mon. - Fri., After Business Hours (5PM - 8AM), Weekends and Holidays:	\$ 345
1-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)	
Equipment below 200kVA, Five day or less response (4 hour min.):	\$ 860 to \$1,380
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$ 1,290 to \$2,070
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$ 1,720 to \$2,760
Travel & Living Expenses	
Transportation:	
3-Phase Products:	Automobile mileage included in labor rates
1-Phase Products:	Automobile mileage at \$ 0.75 per mile
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual
Calculation of Labor and Mileage Charges:	
	Portal to Portal (travel labor and mileage)
Materials/Spare Parts:	
Minimum billing:	Current List Price \$130 Domestic, \$320 International
Parts Expedite Fees	
Mon. - Fri., Business Hours (8AM - 5PM):	\$ 130
Mon. - Fri., After Business Hours (5PM - 8AM):	\$ 290
Weekends and Holidays:	\$ 465
Freight Expense	
Freight - FOB Factory:	Actual
Same Day Delivery:	\$180 plus Actual Freight
Depot Repair Labor:	
Minimum Billing:	\$145 per hour
Expediting Fee:	\$145
	\$120

Note: 3-Phase products include Eaton BladeUPS, Best Power Unity UT3 310-360 models; 1-Phase products include Eaton 9155, Powerware 9150, Best Power Unity UT3K, UT8K



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Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Some ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

Covered ancillary device types:

- ISBM (9395)
- SBM – System Bypass Module
- SSBM
- MBP – Maintenance Bypass Panel
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- IDC – Integrated Distribution Cabinet
- IAC – Integrated Accessories Cabinet
- Switchgear (coverage not available for purchase)
- STS – Static Transfer Switch device
- PDU – Power Distribution Unit
- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch



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- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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Mr. Tkaczyk
CSE Lead 402596
February 4, 2014
Page No. 2

order to comply with tax regulations, we will be including sales/use tax when you are invoiced. If you are not liable for this tax, include an executed tax exemption or resale certificate for the appropriate state with your order.

We appreciate the opportunity to be of service. If you have any questions, please do not hesitate to call.

Sincerely,
Leane Picheria

Please sign and fax to 973-423-5702 or email to
lpicheria@datatec-inc.com

Approved by: [Signature]

Signature: Sgt John Tkaczyk

Title: IT Unit Commander

Date: 2-4-14

PO: # 112549

Bill to: 73-85 Bishop Street

Jersey City, NJ 07304

201-547-5226

201-705-4626

Please advise ship to address:

Ship to: Same

Attn: _____

Phone: _____

(Use "same" if same as address at top of letter.)

Desired Date of Service: Immediate

(Use "same" if same as address at top of letter.)

Please fax or email back pages 1 & 2.

Attachments: Eaton Corporation Terms and Conditions T-0
Delivery checklist

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

City Clerk File No. Res. 14.771

Agenda No. 10.W

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Self Contained Breathing Apparatus (SCBA) is a device worn by rescue workers, firefighters, and others to provide breathable air in an immediate danger to life and health atmosphere; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, AAA Emergency Supply, 635 North Broadway, White Plains, New York is an authorized dealer and distributor of Scott Health & Safety who is in possession of State Contract No. A80961, submitted a proposal for **Self Contained Breathing Apparatus (SCBA) Parts**; and

WHEREAS, funds are available for this contract in the Public Safety/Fire Operating Account;

Account	P.O. #	State Contract	Total Contract
01-201-25-265-210	115298	A80961	\$100,000.00

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned AAA Emergency Supply, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

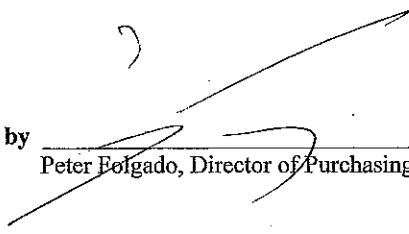
(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

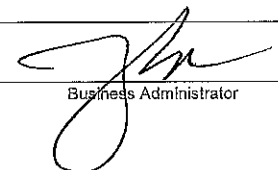
Account	P.O. #	State Contract	Total Contract
01-201-25-265-210	115298	A80961	\$100,000.00

Approved by  11/14/14 November 14, 2014
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv
11/14/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator


Corporation Counsel

Certification Required

Not Required

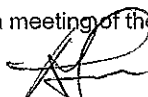
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11-25-14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

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 CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

Project Manager:

Department/Division	Department of Public Safety	Fire and Emergency Services
Name/Title	Jerome Cala	Assistant Director
Phone/email	201-547-4239	jcala@njcps.org

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

Contract Purpose

For parts for the SCBA, a device worn by firefighters to provide breathable air for first responders.

Cost (Identify all sources and amounts)

Operating Account/Fire
01 201 25 265 210

Contract term (include all proposed renewals)

1 year


Type of award

State contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/14/14
Date


Signature of Purchasing Director

11/14/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298



MEMORANDUM

To: Council Members
From: Jerome Cala, Assistant Director *JC*
Date: November 14, 2014
Subject: AAA Emergency Supply

As of November 14, 2014, for 01 201 25 265 210 (Fire)

Total budget amount:	\$ 225,000.00
Revised budget amount:	\$ 275,000.00
YTD expended:	\$ 79,185.84
Open encumbered:	\$ 147,291.19
Ending balance:	\$ 48,522.97



New Jersey Division of Revenue

Revenue NJBGS

**On-Line Business Registration Certificate
Service**

**CERTIFICATE NUMBER 1084658 FOR AAA EMERGENCY SUPPLY CO., INC.
IS VALID.**

Governor Chris Christie • Lt. Governor Kim Guadagno

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Search
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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

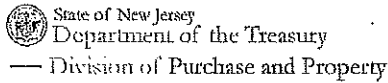
T-Number	Title	Vendor	Contract #
T0790_12-x-22281	FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT	SCOTT HEALTH & SAFETY	80961

[TOP](#)



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**Notice of Award
Term Contract(s)**

T-0790

**FIREFIGHTER PROTECTIVE CLOTHING AND
EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to: VIKTORIYA.USACHENOK

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [Subcontractor List Adobe PDF \(123 kb\)](#)
- [NOA Price Lists Link](#)
- [Amendment #1 - Product Addition Adobe PDF \(60 k](#)
- [Amendment #2 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #3 - Product Addition Adobe PDF \(13 k](#)
- [Amendment #4 - Product Addition Adobe PDF \(19 k](#)
- [Amendment #5 - Price Adjustment Adobe PDF \(61 k](#)
- [Amendment #6 - Price List Update\(s\) Adobe PDF \(4 kb\)](#)
- [Amendment #7 - Product Addition Adobe PDF \(14 k](#)
- [Amendment #8 - Product Addition Adobe PDF \(14 k](#)
- [Amendment #9 - Product Addition Adobe PDF \(19 k](#)
- [Amendment #10 - Price List Update\(s\) Adobe PDF \(kb\)](#)
- [Amendment #11 - Additional Distributors Adobe PD](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0790
Contract #:	VARIOUS
Contract Period:	FROM: 04/01/12 TO: 03/31/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22281
Bid Open Date:	12/19/11
CID #:	1039827

Vendor Name & Address:	PARATECH INC 1025 LAMBRECHT RD PO BOX 1000 FRANKFORT, IL 60423
Contact Person:	THOMAS R MICHELMORE
Contact Phone:	815-469-3911
Order Fax:	815-469-7748
Contract#:	80970
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	QUAKER SAFETY PRODUCTS CO 1121 RICHLAND COMMERCE DR SUITE A QUAKERTOWN, PA 18951
Contact Person:	MICHELE A HICKMAN
Contact Phone:	215-536-2991
Order Fax:	215-538-2164
Contract#:	80950
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SCOTT HEALTH & SAFETY 4320 GOLDMINE RD MONROE, NC 28110
Contact Person:	JENNIFER M INNIS
Contact Phone:	704-291-8300
Order Fax:	704-291-8330
Contract#:	80961
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	STANFIELDS LTD 1 LOGAN ST TRURO NS CANADA B2N5C2,
Contact Person:	F THOMAS STANFIELD
Contact Phone:	902-895-5406
Order Fax:	902-893-8187
Contract#:	80954
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE

Dealer/Distributor Name & Address:	W EIMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653
Contact Person:	UNKNOWN
Contact Phone:	610-857-8070
Contract#: 80959	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
Contact Person:	SCOTT T COLARUSSO
Contact Phone:	732-502-8060
Dealer/Distributor Name & Address:	APPROVED FIRE PROTECTION 114 ST NICHOLAS AVE SO PLAINFIELD NJ 07080
Contact Person:	RICHARD PANNONE
Contact Phone:	908-755-2222
Dealer/Distributor Name & Address:	CONTINENTAL FIRE & SAFETY INC 2740 KUSER ROAD HAMILTON NJ 08621
Contact Person:	GREGORY G GORE
Contact Phone:	800-313-1846
Dealer/Distributor Name & Address:	FIREFIGHTER ONE LLC 34 W ILSON DRIVE SPARTA NJ 07871
Contact Person:	JONATHON VAN NORMAN
Contact Phone:	973-810-2670-4000
Dealer/Distributor Name & Address:	FLEMINGTON DEPT STORE 151 RTE 31 FLEMINGTON NJ 08822
Contact Person:	MARTIN RESNICK
Contact Phone:	908-782-7662
Dealer/Distributor Name & Address:	PUBLIC SAFETY OUTFITTERS INC 545 WOODBURY-GLASSBORO RD SEWELL NJ 08080
Contact Person:	JOSEPH LOVERDI
Contact Phone:	856-589-2997
Dealer/Distributor Name & Address:	UNION FIRE EQUIPMENT CORP 2515 VAUXHALL ROAD PO BOX 1786 UNION NJ 07083-1786
Contact Person:	CHARLES E HALL
Contact Phone:	908-964-9604
Contract#: 80961	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	AAA EMERGENCY SUPPLY CO INC 635 NORTH BROADWAY WHITE PLAINS NY 10603
Contact Person:	MARIO G MANFREDI
Contact Phone:	914-949-0512
Dealer/Distributor Name & Address:	FIRE FIGHTERS EQUIP CO 3053 ROUTE 10 DENVERVILLE NJ 07834
Contact Person:	FRED YAWGER
Contact Phone:	973-366-4466
Dealer/Distributor Name & Address:	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL PA 19006
Contact Person:	ANDREW E POMPE
Contact Phone:	610-363-2270
Dealer/Distributor Name & Address:	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
Contact Person:	LEE J TAMBURRINO
Contact Phone:	856-783-0720

Vendor: PARATECH INC		Contract Number: 80970			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00065	COMM CODE: 340-07-029143 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ. BRAND: PARATECH P/L DATED 11/1/11 - LIST PRICE	1.000	EACH	5.00%	N/A
Vendor: QUAKER SAFETY PRODUCTS CO		Contract Number: 80950			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 340-34-036624 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - QUAKER SAFETY MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 12/12/11 (LIST PRICE) P/L #: REV. NEW	1.000	EACH	25.00%	N/A
Vendor: SCOTT HEALTH & SAFETY		Contract Number: 80961			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 340-34-041065 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: PASS DEVICE - SCOTT AVIATION (PERSONAL ALERT SAFETY SYSTEM) MUST MEET PEOSHA AND NFPA 1982-1983 EDITION P/L DATED: 2/1/12 - COMMERCIAL	1.000	EACH	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 340-34-029091 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SCBA - SCOTT AVIATION (SELF CONTAINED BREATHING APPARATUS) MUST BE IN FULL COMPLIANCE WITH NFPA 1981-1987 EDITION, NIOSH AND OSHA CFR-29 1910.156 (CR) STANDARDS P/L DATED: 2/1/12 - COMMERCIAL	1.000	EACH	10.00%	N/A
Vendor: STANFIELDS LTD		Contract Number: 80954			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 345-56-059532 [FIRST AID AND SAFETY EQUIPMENT AND ...]	1.000	EACH	25.00%	N/A

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

REQUISITION

FROM: MSU (REDACTED) PG 1

NOVEMBER 7, 2014

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
2	LOCTITE BLACK MAX (P/N 50756-01)	MSU
2	LO-PHENYL SILICONE (P/N 50729-00)	MSU
50	DIAPRAGM & VALVE ASSY(200083-01)	MSU
150	EZ FLO LABEL (31000073)	MSU
50	REGULATOR COVER (804110-03)	MSU
8	SHOULDER PAD & HARN (804428-01)	MSU
20	BELT, WAIST-SHOULDER (804481-01)	MSU
12	WAIST ASSY FEMALE (804426-01)	MSU
12	WAIST ASSY MALE (804427-01)	MSU
100	STRAP, GUAGE RETAIN (10008535)	MSU
10	WAIST PAD ASSY (804471-01)	MSU
10	HAND WHEEL ASSY (36755-02)	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU ([REDACTED]) PG 2

NOVEMBER 7, 2014

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
12	CYLINDER BUMPER (804113-01)	MSU
150	COVER LABEL 4.5 (10005894)	MSU
20	LOW CYL TRANSFER (10008922)	MSU
20	VALVE ASSY & CHECK (802295-01)	MSU
50	SLEEVE (10005774)	MSU
50	SEAT VALVE (10005775)	MSU
50	O-RING (36862-06)	MSU
25	BACK-UP RING (10005305)	MSU
25	O-RING (10007565)	MSU
20	GUAGE BOOT (804091-01)	MSU
20	GUAGE ASSY (200674-01)	MSU
12	GUAGE LINE (804094-01)	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU ([REDACTED]) PG 3

NOVEMBER 7, 2014

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
25	DIAPHR RETAINING RING (10007881)	MSU
25	PURGE BODY (10008734)	MSU
20	RETAINING RING (36684-047)	MSU
25	PURGE STEM ASSY (803351-01)	MSU
50	PURGE KNOB PIN (33481-007)	MSU
25	HOSE ASSY-HUD (200016-02)	MSU
25	CONSOLE BD SE+ (40015105)	MSU
6	CONSOLE HOUSING (40015103)	MSU
6	TOP ENCLOSURE KIT (805938-01)	MSU
6	BOTTOM ENCL KIT (804381-01)	MSU
12	O-RING (50854-00)	MSU
12	WIRE SHEATH KIT (40015101)	MSU

JERSEY CITY FIRE DEPARTMENT

AND

EMERGENCY SERVICES

REQUISITION

FROM: MSU [REDACTED] PG 4

NOVEMBER 7, 2014

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
10	RIC ASSY (802228-05)	MSU
100	RIC COUPLING BOOT (200684-01)	MSU
50	HOUSING ASSY (200188-01)	MSU
25	TRANSDUCER (200190-01)	MSU
10	MOUNTING BRACKET (31000354)	MSU
50	BATTERY COVER ASSY (200189-01)	MSU
25	PRESSURE TRANSDUCER (31000443)	MSU
25	RETAINING CLIP (31000380)	MSU
25	VALVE STEM NUT (33220-01)	MSU
25	VALVE STEM (37093-02)	MSU
25	O-RING (37079-01)	MSU
50	PACKING WASHER (37091-02)	MSU

**JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES**

R E Q U I S I T I O N

FROM: MSU ([REDACTED]) PG 5

NOVEMBER 7, 2014

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
50	O-RING (37082-01)	MSU
100	HOSE ASSY REPAIR KIT (200951-01)	MSU
20	HUD DRIVER MOD. ASSY (200187-03)	MSU
50	LABEL APPROVAL (10009421)	MSU
50	LABEL, NFPA 1981 (1500039)	MSU
40	U-PIN GUAGE LINE (31000382)	MSU
15	REGULATOR BODY (2000204-14)	MSU
15	BACKFRAME ASSY (804172-01)	MSU
15	CYLINDER GUAGE (803393-01)	MSU
30	RETAINING SCREW HUD (31000180)	MSU
25	SCREW FLAT HEAD (1500061)	MSU
50	REGULATOR GASKET (10005368)	MSU

Approved as essential:

Fax to AAA

Order By FF C. TODD, MSU-B

Respectfully,

Signature Battalion Chief

Joseph M. Monaco

Deputy Chief

FF. Todd

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

City Clerk File No. Res. 14.772

Agenda No. 10.X

Approved: NOV 25 2014

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH
COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE
PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CANDIDATES FOR
THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

WHEREAS, Resolution No. 14-250, approved on April 9, 2014, awarded a professional services contract to Comprehensive Psychological Services for the psychological evaluations of firefighter candidates for the Department of Public Safety/Division of Fire; and

WHEREAS, the term of the contract is from April 1, 2014 to March 31, 2015, and

WHEREAS, the contract amount is \$19,000.00; and

WHEREAS, the City of Jersey City (City) needs to increase the contract amount with Comprehensive Psychological Services by an additional \$11,325.00 because the City is hiring additional firefighters and it is the obligation of the appointing authority to ensure that it fairly considers every candidate and that the City acts responsibly in its hiring procedures; and

WHEREAS, funds in the amount of \$11,325.00 are available in Account No. 14-01-201-25-265-312; and

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

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of \$11,325.00 increasing the total contract amount with Comprehensive Psychological Services from \$19,000.00 to \$30,325.00 is hereby approved; and
3. Notice of this contract amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

(Continued on page 2)

City Clerk File No. Res. 14.772

Agenda No. 10.X NOV 25 2014

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CANDIDATES FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of \$11,325.00 are available in Account No. 14-01-201-25-265-312. P.O. 113202

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 AMENDING A PROFESSIONAL SERVICES CONTRACT WITH COMPREHENSIVE PSYCHOLOGICAL SERVICES FOR THE PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER CONDIDATES FOR THE DEPARTMENT OF PUBLIC SAFETY//DIVISION OF FIRE

Initiator

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	jcala@njcps.org

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

Resolution Purpose

A resolution authorizing a change order of an existing contract for the psychological testing of the fire fighting candidates.

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

11/17/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298



MEMORANDUM

To: Council Members
From: Jerome Cala, Assistant Director *J*
Date: November 14, 2014
Subject: Comprehensive Psychological Services

As of November 14 2014, for 01 201 25 265 312 (Public Safety/Fire)

Total budget amount:	\$ 150,000.00
Revised budget amount:	\$ 120,000.00
YTD expended:	\$ 29,303.50
Open encumbered:	\$ 59,536.50
Ending balance:	\$ 31,160.00



CITY OF JERSEY CITY

DIVISION OF PURCHASING

394 Central Avenue, Ste 2, Jersey City, NJ 07307

TEL. NO. (201) 547-5155

FAX NO. (201) 547-6585

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: Janis Feuchack	PURCHASE ORDER NO. 113202
APPROVED: <i>J. Feuchack</i>	REQUISITION NO. R
DEPT./DIV. Public Safety/Division of Fire	ORIGINAL AMOUNT \$ 19,000
DATE: November 14, 2014	BUD. YEAR: 2014 FUND: 01 G/L NO: 201
VENDOR NAME: Comprehensive Psychological	CAFR: 25 SUB LDGR: 265 OBJ: 312
	VENDOR NO. CO123075

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 19,000 INCREASE BY \$ 11,325
IT SHOULD BE \$ 30,325 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____ LGFS BATCH NO. _____
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Increase PO to cover the cost of psychological testing for the new firefighting candidates

BUYER: _____
 REMARKS: _____

PETER FOLGADO
PURCHASING DIRECTOR

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

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

City Clerk File No. _____ Res. 14.773

Agenda No. _____ 10.Y

Approved: _____ NOV 25 2014

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF THE 6TH STREET EMBANKMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent and advise the City of Jersey City in the acquisition of the 6th Street Embankment; and

WHEREAS, the City of Jersey City approved a professional services agreement with John J. Curley, Esq. to provide these services at the hourly rate of \$175.00 per hour for a maximum fee of \$75,000; and

WHEREAS, such 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, John Curley, Esq. is an attorney qualified to perform these services; and

WHEREAS, in May, 2012, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, John J. Curley, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Mr. Curley from making any reportable contributions during the term of the contract; and

WHEREAS, John J. Curley, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John J. Curley, Esq. 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 the costs of these services in **Account No.: 04-215-55-887-990**; and

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

1. The agreement with John J. Curley, Esq to represent and advise the City of Jersey City in connection with the acquisition of the 6th Street Embankment be amended to increase the contract amount by an additional \$75,000 for a total amount of \$200,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

City Clerk File No. Res. 14.773

Agenda No. 10.Y NOV 25 2014

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF THE 6TH STREET EMBANKMENT

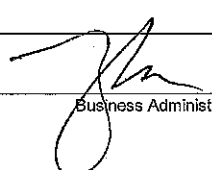
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 04-215-55-887-990 for payment of this resolution. P.O. # 115396



Donna Mauer, Chief Financial Officer

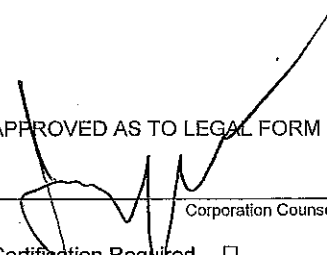
APPROVED: _____



Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

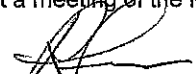
APPROVED 6-1-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL		ABSTAIN		OSBORNE	✓			WATTERMEN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

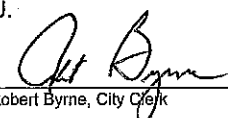
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

Resolution Amending a Professional Services Agreement with John Curley, Esq. to represent the City in condemnation matters relating to the acquisition of the 6th Street Embankment

Project Manager

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-6545	jfarrell@jcnj.org

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

Contract Purpose

Due to complexity of this matter, additional services are required.

Cost (Identify all sources and amounts)

\$75,000

Contract term (include all proposed renewals)

One year

Type of award fair/open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

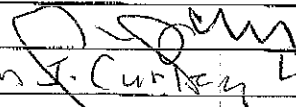
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): John J. Curley / Managing Member

Representative's Signature: 

Name of Company: John J. Curley LLC

Tel. No.: 201 217-0700

Date: 10/24/14

(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.



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

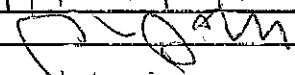
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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: John J. Curley / Managing Member
Representative's Signature: 
Name of Company: John J. Curley LLC
Tel. No.: 201 217-0700 Date: 10/24/20

**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 : John J. Curley LLC
Address : 1202 Plaza Ten, Harknesside Fin. Cent. Jersey City NJ
Telephone No. : 201 217-0700 07311
Contact Name : John J. Curley

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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>John J. Curvey</i>	<i>121 Christie St. Unit 16 MS 07605</i>

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: *John J. Curvey LLC*
 Signed: *[Signature]* Title: *Managing Member*
 Print Name: *John J. Curvey* Date: *10/28/14*

Subscribed and sworn before me this *24* day of *Oct*, *2014*
 My Commission expires: *[Signature]*
[Signature] (Affiant)
John J. Curvey Managing Member
 (Print name & title of affiant) (Corporate Seal)

KATHERINE HOERNLEIN
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 15, 2018

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
JOHN J CURLEY LLC

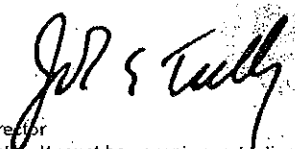
ADDRESS:
**1200 PLZ TEN HARBORSIDE FIN'L
JERSEY CITY NJ 07311**

EFFECTIVE DATE:
01/18/00

TRADE NAME:

SEQUENCE NUMBER:
1128260

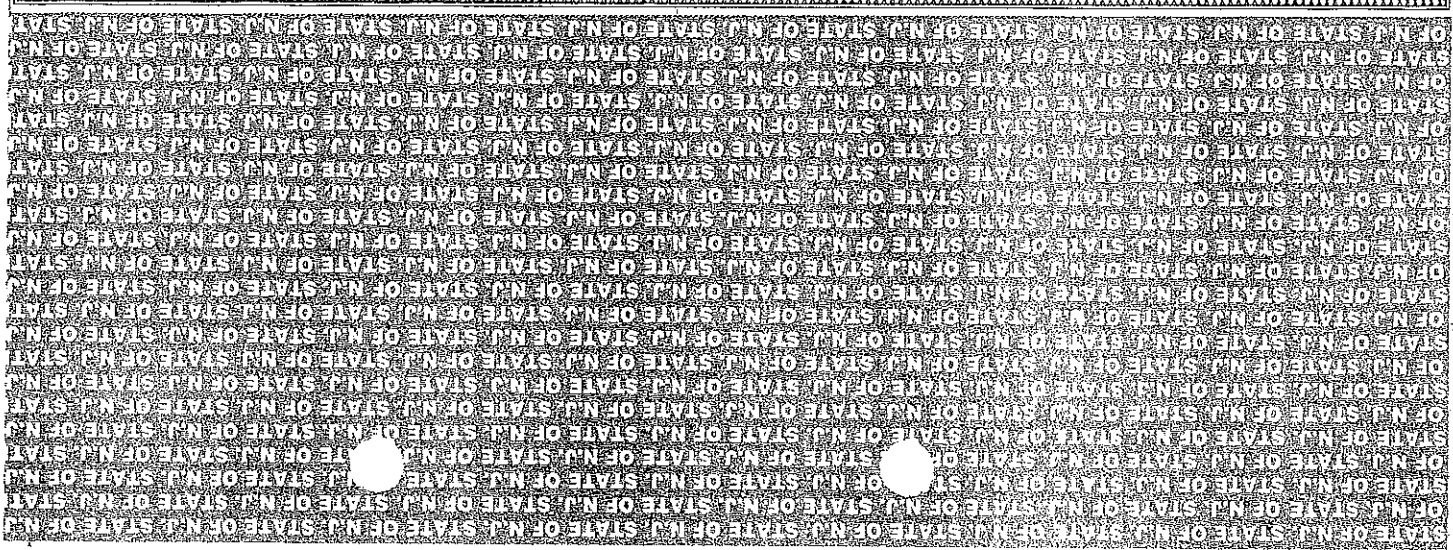
ISSUANCE DATE:
02/18/05



Director

FORM-BRC(08-01)

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



CERTIFICATE OF EMPLOYEE INFORMATION REPORT

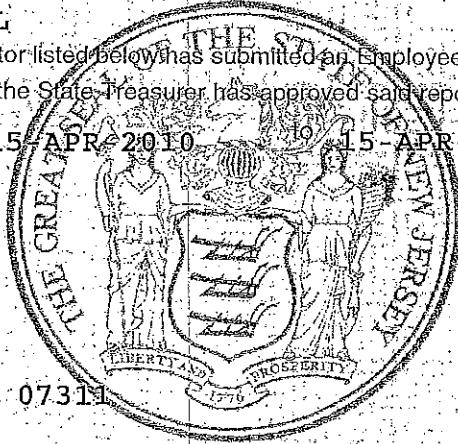
RENEWAL

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-APR-2010~~ to ~~15-APR-2017~~

JOHN J. CURLEY LLC
1202 PLAZA TEN
JERSEY CITY

NJ 07311



A handwritten signature in black ink, appearing to be "D. A. ...", written over a horizontal line.

State Treasurer

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

City Clerk File No. Res. 14.774

Agenda No. 10.Z

Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO & KENNY TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in workers' compensation court; and

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

WHEREAS, the City issued a Request For Qualifications for these services and is awarding this contract under the fair an open provisions of the Pay-To-Play N.J.S.A. 19:44A-20.5; and

WHEREAS, Florio & Kenny possesses the skills and expertise to perform these services; and

WHEREAS, a portion of Workers' Compensation active cases filed in Workers Compensation Courts in Hudson County shall be referred to Florio & Kenny; and

WHEREAS, Florio & Kenny agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for workers' compensation cases; and

WHEREAS, for a given matter, Florio & Kenny shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Florio & Kenny 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; and

WHEREAS, funds are to be provided by the City's Insurance Fund Commission to pay for these services; and

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

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

City Clerk File No. Res. 14.774
Agenda No. 10.Z NOV 25 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO & KENNY TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

1. A one year contract effective as of November 1, 2014 is awarded to Florio & Kenny for a total amount not to exceed \$50,000.00;
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
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. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution

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

Matthew Hogan, Risk Manager

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 professional services agreement with Florio & Kenny to provide legal defense services for workers' compensation matters for the City of Jersey City

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Matt Hogan	Risk Manager
Phone/email	201-547-5034	matthew@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 defense counsel services for active workers compensation claims filed against the City of Jersey City.

Cost (Identify all sources and amounts)

\$50,000.
Risk Management: 14-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) Year; effective 11/1/14 to 11/1/15

Type of award Fair & Open

If "Other Exception", enter type

Additional Information

Florio & Kenny responded to the Law Department's Request for Qualifications. Florio & Kenny is listed on the City's 7/30/14 list of Qualified Firms for Workers Compensation.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date 11/12/14

Signature of Department Director

Date 11/19/14

AGREEMENT

This Agreement dated the ____ day of _____, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of Florio & Kenny ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending workers' compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay Special Counsel for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred workers' compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

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

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

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

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance.

A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

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

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Workers' Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

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

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

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

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal

hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

Robert Byrne
City Clerk

Witness:

CITY OF JERSEY CITY

Robert Kakoleski
Business Administrator

FLORIO & KENNY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FLORIO & KENNY
Trade Name:	
Address:	5 MARINE VIEW PLAZA SUITE 103 HOBOKEN, NJ 07030
Certificate Number:	1179768
Effective Date:	September 19, 2005
Date of Issuance:	August 25, 2011

For Office Use Only:
20110825104121368

(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): Edward J. Florio, Senior Partner

Representative's Signature: _____

Name of Company: Florio & Kenny, L.L.P.

Tel. No.: 201-659-8011 Date: 10/23/14

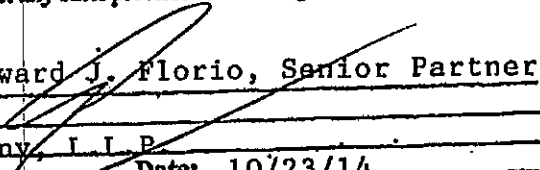
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Senior Partner of Florio & Kenny, I.L.P. (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): Edward J. Florio, Senior Partner
Representative's Signature: 
Name of Company: Florio & Kenny, I.L.P.
Tel. No.: 201-659-8011 Date: 10/23/14

**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 : Florio & Kenny, L.L.P.
Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030
Telephone No. : 201-659-8011
Contact Name : Edward J. Florio

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

**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 Florio & Kenny, L.L.P. (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 Florio & Kenny, L.L.P. (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: Florio & Kenny, L.L.P.

Signed _____

Title: Senior Partner

Print Name: Edward J. Florio

Date: 10/23/14

Subscribed and sworn before me
this 23rd day of October, 2014.
My Commission expires:

Anna Tarabokija
(Affiant)
Anna Tarabokija
(Print name & title of affiant) (Corporate Seal)

ANNA TARABOKIJA
A Notary Public of New Jersey
My Commission Expires 09/25/18

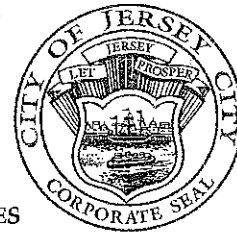
****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

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

City Clerk File No. Res. 14.775

Agenda No. 10.Z.1

Approved: NOV 25 2014



TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHASAN, LEYNER & LAMPARELLO, PC TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in workers' compensation court; and

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

WHEREAS, the City issued a Request For Qualifications for these services and is awarding this contract under the fair an open provisions of the Pay-To-Play N.J.S.A. 19:44A-20.5; and

WHEREAS, Chasan, Leyner & Lamparello, PC possesses the skills and expertise to perform these services; and

WHEREAS, a portion of all new workers' compensation claim petitions filed in Workers Compensation Courts outside of Hudson County shall be referred to Chasan, Leyner & Lamparello, PC; and

WHEREAS, Chasan, Leyner & Lamparello, PC agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for workers' compensation cases; and

WHEREAS, for a given matter, Chasan, Leyner & Lamparello, PC shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Chasan, Leyner & Lamparello, PC 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; and

WHEREAS, funds are to be provided by the City's Insurance Fund Commission to pay for these services; and

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

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

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHASAN, LEYNER & LAMPARELLO, PC TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

1. A one year contract effective as of December 1, 2014 is awarded to Chasan, Leyner & Lamparello, PC for a total amount not to exceed \$50,000.00;
2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
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. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution

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

Matthew Hogan, Risk Manager

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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 professional services agreement with Chasan, Leyner & Lamparello, PC to provide legal defense services for workers' compensation matters for the City of Jersey City

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Matt Hogan	Risk Manager
Phone/email	201-547-5034	matthew@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 defense counsel services for new workers compensation claims filed against the City of Jersey City in courts outside of Hudson County.

Cost (Identify all sources and amounts)

\$50,000.
Risk Management: 14-14-298-56-000-856

Contract term (include all proposed renewals)

One (1) Year; effective 12/1/14 to 12/1/15

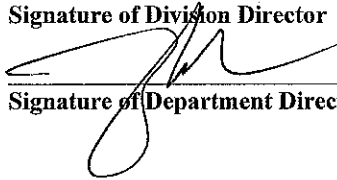
Type of award Fair & Open

If "Other Exception", enter type

Additional Information

Chasan, Leyner & Lamparello, PC responded to the Law Department's Request for Qualifications. Chasan, Leyner & Lamparello, PC is listed on the City's 7/30/14 list of Qualified Firms for Workers Compensation.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Signature of Department Director

Date
11/19/14
Date

AGREEMENT

This Agreement dated the ___ day of _____, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of Chasan, Leyner & Lamparello ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending workers' compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay Special Counsel for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred workers' compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. Special Counsel shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

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

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal

of any attorney from the City's assignments for any reason.

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

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

Assignment

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

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Workers' Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

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

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

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

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal

hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

Robert Byrne
City Clerk

Witness:

CITY OF JERSEY CITY

Robert Kakoleski
Business Administrator

CHASAN, LEYNER &
LAMPARELLO

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

City Clerk File No. Res. 14.776

Agenda No. 10.Z.2

Approved: NOV 25 2014

TITLE:

RESOLUTION HONORING PRISCILLA GARDNER, MLS, DIRECTOR OF THE JERSEY CITY FREE PUBLIC LIBRARY



WHEREAS, Priscilla Weaver Gardner was born in Johnsonville, South Carolina and received her early education in Johnsonville's primary, secondary and high schools; and

WHEREAS, after high school graduation in 1969, Priscilla moved to Jersey City. She studied at Jersey City State College where she received her BA degree in early education. Furthering her education, she earned a Masters Degree in Library Science from Rutgers School of Library and Information Science in 1981; and

WHEREAS, Priscilla's connection with the Jersey City Public Library began three days after her arrival in Jersey City where she started as a Junior Library Assistant. Priscilla's hard work earned her promotion after promotion as she worked tirelessly at the Miller Library Branch for thirty years; and

WHEREAS, The Computer Learning Center at the Miller Branch was the brainchild of her husband, Tony Gardner and was the first such center in the city; and

WHEREAS, Priscilla Gardner became Library Director on March 15, 2002, the first African American to do so. Her vision has increased the number of library card holders in Jersey City dramatically and through the establishment of the Jersey City Free Public Library Foundation she has raised money for capital projects for the Library System; and

WHEREAS, through her efforts a new Bookmobile was purchased that is ADA compliant and brings learning to our various communities. Priscilla's achievements have included capital improvements including a renovation of the Main Library, which when completed, will include an elevator and new restrooms. Other projects undertaken during Priscilla's management have included major improvements at the Five Corner's Branch, Miller Branch, and Greenville Branch. An historic achievement occurred when The Glenn D. Cunningham Library and Community Center opened in 2004, it was the first new library built in Jersey City in 42 years; and

WHEREAS, through her efforts, the Jersey City Public Library now has 272 computers in the Library System. Priscilla Gardner's tireless work has changed the face of the Jersey City Public Library and brought it into the 21st century; and

WHEREAS, Priscilla Gardner has dedicated 45 years of her professional life to the Jersey City Public Library and the people of Jersey City, both young and old, able bodied and disabled.

NOW, THEREFORE, BE IT RESOLVED that Jersey City Municipal Council does hereby honor Priscilla Gardner for her dedication to the Jersey City Public Library and the citizenry of the City of Jersey City.

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.777

Agenda No. 10.Z.3

Approved: NOV 25 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE KOREAN WAR VETERAN ASSOCIATION, HUDSON COUNTY, FOR THE RESTORATION OF THE KOREAN WAR VETERANS MEMORIAL IN JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City [City] City is the owner of certain personal property known as the Korean War Veterans Memorial, which is located at the southern most terminus of Washington Boulevard, abutting Portside [Property]; and

WHEREAS, by the adoption of Resolution 14-721 on November 12, 2104, the City agreed to accept a gift from the Uijeongbu Arts Center [Uijeongbu] for the sum of \$100,000 for the use by the Hudson County Korean War Veterans Association to restore, refurbish the Property in accordance with certain specifications; and

WHEREAS, Hudson County Korean War Veterans Association is a non-profit organization willing to undertake the work [Entity]; and

WHEREAS, the Korean War Veterans Memorial will further preserve the City's heritage; and

WHEREAS, the Entity desires to undertake the work at no cost to the City; and

WHEREAS, in order to restore the Property, the Entity requires the permission of the City to access the Memorial and surrounding public street, and to draw down on the gift of Uijeongbu as the work is completed; and

WHEREAS, the Entity has agreed to indemnify and insure the City against any damages arising from its work; and

WHEREAS, the City agrees to permit the Entity or its duly designated agents, servants, employees, contractors or invitees, to access the public street and the Property for the purposes set forth above of and to be reimbursed for work, and for no other purpose whatsoever; and

WHEREAS, the Entity shall commence work as soon as practicable following the approval of the within resolution and shall expire no later than sixteen (16) months from the date the within resolution is adopted; and

WHEREAS, pursuant to N.J.S.A. 40A:5-29, the City of Jersey City is authorized to accept the donation of goods and services as a gift, subject to conditions.

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

1. Korean War Veteran Association, Hudson County, is hereby authorized access to the Korean War Veterans Memorial located at the southern most terminus of Washington Boulevard, and the public street adjacent thereto, for the above stated public purposes for a period not to exceed sixteen (16) months. The Association shall be reimbursed for the cost it incurs to restore the Korean War Memorial in an amount not to exceed \$100,000, the amount donated by Uijeongbu. Work shall commence immediately and be completed within sixteen (16) months from the date of the within resolution; and

City Clerk File No. Res. 14.777

Agenda No. 10.Z.3 NOV 25 2014

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE KOREAN WAR VETERAN ASSOCIATION, HUDSON COUNTY, FOR THE RESTORATION OF THE KOREAN WAR VETERANS MEMORIAL IN JERSEY CITY**

- 2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement substantially in the form attached hereto.

JM/he
11/19/14

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolanda F. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Business Agreement for the Additional Formation of a Korean War Veterans Memorial in City of Jersey City

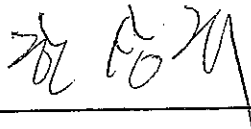
This Agreement has been drawn up for Uijeongbu Arts Center for additional construction of Korean War Veterans Memorial in City of Jersey City and the parties here to agreed upon the following points on November 12, 2014

1. Uijeongbu Arts Center shall deposit the construction amount being financed by Gyeonggi-do in the account in the name of the City of Jersey City, Hudson County. The City of Jersey City, Hudson County shall transfer this amount into the account in the name of the Hudson County Korean War Veterans Association for construction of the Additional Memorial.
2. The Korean War Veterans Association, Hudson County shall submit a copy of the Construction Contract and required documents related to the remittance as requested by Uijeongbu Arts Center.
3. The Korean War Veterans Association in Hudson County shall commence the construction within 90 days after receipt of the project cost and shall complete the construction within days from the date of commencement of the construction. In case the Korean War Veterans Association should fail to perform this obligation, the Association shall return the down payment to Uijeongbu City Arts Center.
4. Responsibility for safety accidents related to additional memorial construction, Civil and Criminal legal liabilities and ex post factor management thereof shall lie with the Korean War Veterans Association, Hudson County, New Jersey.
5. The Korean War Veterans Association, Hudson County shall submit a Construction Process Report and Construction cost settlement report to Uijeongbu Arts Center within 30 days after completion of the construction.

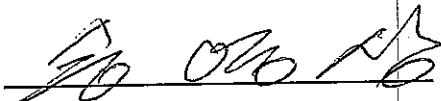
This Agreement has been executed in the Korean language and the English language in quadruplicate and the four copies of the Agreement shall have identical legal effects.

November 12, 2014

Uijeongbu City



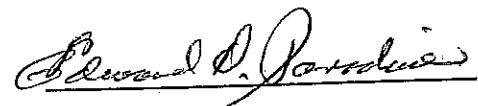
Uijeongbu Arts Center



City of Jersey City



Korean War Veterans Association, Hudson County



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

City Clerk File No. Res. 14.721

Agenda No. 10.H

Approved: NOV 12 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A MAXIMUM DONATION OF \$100,000 FROM THE CITY OF UIJEONGBU, SOUTH KOREA, A PROSPECTIVE SISTER CITY TO REFURBISH THE KOREAN WAR MEMORIAL BY HUDSON COUNTY KOREAN WAR VETERANS ASSOCIATION, A 501(C)(3) NONPROFIT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Korean War Memorial at the southern terminus of Washington Blvd needs to be refurbished with the repairs and enhancements described in the fact sheet attached hereto [improvements]; and

WHEREAS, the South Korean City of Uijeongbu has agreed to donate the maximum of \$100,000 to the City of Jersey City to fund these improvements, subject to certain terms and conditions; and

WHEREAS, the City of Uijeongbu has identified the Hudson County Korean War Veterans Association a local 501(c)(3) nonprofit entity, which is both willing and qualified to undertake the construction of the improvements; and

WHEREAS, the City of Jersey City would act as a liaison and enter into an agreement with the City of Uijeongbu to accept the gift and the nonprofit that will undertake the construction of the improvements; and

WHEREAS, the City of Jersey City is authorized to accept gifts, subject to conditions, pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law.

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 the City of Uijeongbu, South Korea whereby the City will accept the maximum amount of \$100,000 as a gift to fund the construction of improvements by the Hudson County Korean War Veterans Association, the 501(c)(3) nonprofit.
2. The City of Uijeongbu, South Korea, and its officials and citizens, are hereby thanked for their generosity and support of our shared commitment to the preservation and enhancement of the Korean War Memorial in the City of Jersey City and to the cause of peace and global goodwill it represents.

JM/he
11/3/14

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

APPROVED: _____
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.12.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN			ABSENT	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 THE KOREAN WAR VETERAN ASSOCIATION, HUDSON COUNTY, FOR THE RESTORATION OF THE KOREAN WAR VETERANS MEMORIAL IN JERSEY CITY

Initiator

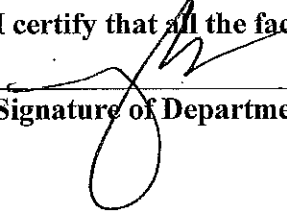
Department/Division	Administration	Administration
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	(201) 547-4642	RKakoleski@jcnj.org

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

Resolution Purpose

City is the owner of certain personal property known as the Korean War Veterans Memorial. Uijeongbu Arts Center has agreed to donate the sum of \$100,000 to the City for the use by the Hudson County Korean War Veterans Association to restore, refurbish the Property. Korean War Veterans Association, Hudson County, is a non-profit organization willing to undertake the work [Entity]. The Entity desires to undertake the work at no cost to the City or Uijeongbu. In order to restore the Property, the Entity requires the permission of the City to access the Memorial and surrounding public street, and to draw down on the gift of Uijeongbu as the work is completed.

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. 14.778

Agenda No. 10.Z.4

Approved: NOV 25 2014

TITLE:



RESOLUTION CORRECTING THE EXPIRATION DATES OF THE TERMS OF OFFICE OF RAMY A. EID, FULL-TIME MUNICIPAL COURT JUDGE AND MARK CURTIS, PART-TIME MUNICIPAL COURT JUDGE OF THE CITY OF JERSEY CITY

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-710, appointing Ramy A. Eid, as a Full-Time Judge of the Jersey City Municipal Court of the on October 22, 2004 for a term to commence upon adoption of a resolution and expire on October 15, 2017, pursuant to N.J.S.A. 2B:12-4(a); and

WHEREAS, this resolution incorrectly stated the expiration date of Mr. Eid's term as October 15, 2017.

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-711, appointing Mark Curtis, as a Part-Time Judge of the Jersey City Municipal Court of the on October 22, 2004 for a term to commence upon adoption of a resolution and expire on October 15, 2017 pursuant to N.J.S.A. 2B:12-4(a); and

WHEREAS, this resolution incorrectly stated the expiration date of Mr. Curtis's term as October 15, 2017.

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a), an appointment for an expired term is for a full three (3) year term and it is desired to correct those errors to conform with the statute.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the term of appointment of Ramy A. Eid as a Full-Time Judge of the Jersey City Municipal Court has commenced and will expire on March 11, 2017.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City, that the term of appointment of Mark Curtis, as a Part-Time Judge of the Jersey City Municipal Court has commenced and will expire on October 22, 2017.

RB:slg

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.779
Agenda No. 10.Z.5
Approved: NOV 25 2014



**TITLE: RESOLUTION IN SUPPORT OF A UNITED STATES DEPARTMENT OF DEFENSE
PROPOSED REGULATION STRENGTHENING THE MILITARY LENDING ACT
(MLA) TO PROTECT SERVICE MEMBERS FROM PREDATORY LENDING**

WHEREAS, in 2006 Congress enacted and President George W. Bush signed into law the Military Lending Act ("MLA") and which sought to end abusive lending practices targeting military personnel and their families. In its request for Congressional action on this issue, the United States Department of Defense reported that "predatory lending undermines military readiness, harms the morale of troops and their families, and adds to the cost of fielding an all-volunteer fighting force"; and

WHEREAS, the MLA addresses predatory lending to service members by reducing the annual cost of consumer credit to active duty military families to thirty-six (36%) percent, including the cost of any add-on products. These protections extend to three common credit products, specifically predatory payday, car title, and tax refund loans. In addition, the MLA and present regulations do not cover inactive personnel, retirees, or veterans; and

WHEREAS, the MLA has been largely effective at curbing the abusive practices of some lenders aimed at military families. A 2012 report on the MLA by the Consumer Federation of America (CFA), a national coalition of consumer watchdog groups, found a "70 percent drop in the number of payday loan outlets after the MLA took effect" in the area near one military base in California. In addition, CFA found that "[r]elief societies report a sharp drop in the number of clients needing financial assistance as a result of using payday or car title loans. State regulators report few violations with the lenders they supervise"; and

WHEREAS, notwithstanding existing protections under the MLA, the Department of Defense recently reported that eleven (11%) percent of enlisted service members took out loans with interest rates over 36 percent over the past year as a result of the MLA loopholes; and

WHEREAS, under the proposed revisions to the MLA regulations, coverage under the MLA would better align with the Truth in Lending Act and apply to most credit products, including payday loans; vehicle title loans; refund anticipation loans; deposit advance loans; installment loans; unsecured open-end lines of credit; and credit cards. Mortgages or purchase-money loans, like car loans, would continue to be excluded from the law. In addition, under the proposal lenders can no longer require service members and their dependents to waive certain legal rights or mandate arbitration of disputes when they apply for a loan; and

WHEREAS, the State of New Jersey has a long history of protecting consumers against predatory lending by enforcing a criminal usury cap of thirty (30%) percent. Nonetheless, active-duty service members from New Jersey and their families are very likely to be stationed in states where there are few or no borrower protections. Currently, thirteen (13) states have title loan loopholes and eleven (11) states have payday loopholes. Altogether, fifty-two (52%) percent of all service members are stationed in those states. As service members tend to be a mobile population, they are also susceptible to taking out high-interest loans via the Internet; and

WHEREAS, the City of Jersey City is home to approximately 5,000 veterans, and Hudson County is home to over 14,000 veterans. Additionally, New Jersey is home to over 5,900 active duty soldiers and 384,726 veterans; and

WHEREAS, on November 12, 2014, sixty-five (65) members of Congress, including five members of New Jersey's Congressional delegation, signed a letter to the United States Secretary of Defense Charles Hagel, expressing their support for a proposed Department of Defense rule that would expand the types of consumer credit products covered under the MLA and close loopholes to protect service members from predatory lending practices; and

City Clerk File No. Res. 14.779
Agenda No. 10.2.5 NOV 25 2014

TITLE: _____

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby urges Secretary of Defense Charles Hagel to support the proposed revisions to the United States Department of Defense regulations to strengthen the Military Lending Act to protect service members from predatory lending, and the City Clerk is hereby directed to forward this resolution to Secretary Hagel forthwith.

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 11.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando B. 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 IN SUPPORT OF A UNITED STATES DEPARTMENT OF DEFENSE PROPOSED REGULATION STRENGTHENING THE MILITARY LENDING ACT (MLA) TO PROTECT SERVICE MEMBERS FROM PREDATORY LENDING

Initiator

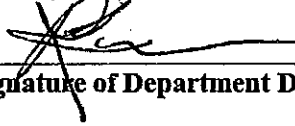
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr., Council Pres.	
Phone/email	x5468	

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

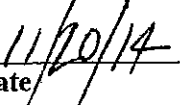
Resolution Purpose

By way of this resolution, the City of Jersey City hereby urges Secretary of Defense Charles Hagel to support the proposed revisions to the United States Department of Defense regulations to strengthen the Military Lending Act to protect service members from predatory lending, and directs the City Clerk to forward this resolution to Secretary Hagel.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

TAMMY DUCKWORTH
8TH DISTRICT, ILLINOIS

COMMITTEE ON ARMED SERVICES

COMMITTEE ON OVERSIGHT
AND GOVERNMENT REFORM

www.duckworth.house.gov

104 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3711

1701 WOODFIELD DRIVE, SUITE 500
SCHAUMBURG, IL 60173
(847) 413-1959

info.duckworth@mail.house.gov

Congress of the United States
House of Representatives
Washington, DC 20515-1308

November 12, 2014

The Honorable Charles Timothy Hagel
Secretary of Defense
U.S. Department of Defense
1000 Defense Pentagon
Washington, DC 20301-3010

Dear Mr. Secretary:

We are writing to express our support for the recent Department of Defense proposed rule to protect service members from payday lenders, auto title lenders and other abusive lenders. Last year 54 Members of Congress wrote to you asking that you close loopholes in regulation that allowed predatory lending practices to continue harming our military members and their families. We appreciate your attention to our concerns and commend you for taking action to address them.

When service members take on high-cost debt with abusive terms, they are forced to make difficult choices between paying off a loan with rates averaging as high as 392%, forgoing other necessities, such as utilities or grocery bills, or taking out additional loans. This accumulation of debt is factored into eligibility for security clearance and advancement, putting their jobs at risk.

To address these concerns, Congress adopted, and the Department of Defense implemented, the Military Lending Act in 2007. The act was designed to put in place strong rules for lenders that do business with members of the military, including a 36 percent cap on interest and fees. The MLA also prohibits other harmful practices such as securing loans with vehicle titles, post-dated checks or direct access to borrowers' bank accounts.

However, current protections apply to only three narrowly defined types of products: closed-end payday loans of \$2,000 or less and repayable in 91 days or less; closed-end vehicle title loans repayable in 181 days or less; and tax refund loans. Unfortunately, lenders have been quick to exploit loopholes in these narrow definitions. The Department of Defense's recent report found that 11 percent of enlisted service members took out loans with interest rates over 36 percent over the past year as a result of the MLA loopholes.

We strongly urge the Department of Defense to adopt the proposed rule to expand these narrow definitions of consumer credit and ensure that the Military Lending Act protects service members from unsustainable and abusive credit by:

- Extending Military Lending Act protections, including the 36 percent interest and fee cap and other protections, to all forms of credit targeting members of the military;
- Protecting service members from abusive open-end credit products while ensuring access to credit cards with reasonable rates and fees;
- Ensuring that military relief societies, which provided more than \$140 million in low-cost emergency loans in 2012, can continue to lend.

The proposed rule provides the inclusive definition of consumer credit necessary to ensure that all service members are covered by the consumer protections envisioned by Congress in 2007 and will help preserve our force's readiness.

Thank you for your time and consideration of this important matter. We look forward to receiving your response.

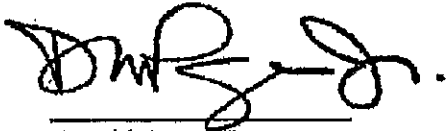
Sincerely,



Tammy Duckworth
Member of Congress



Robert A. Brady
Member of Congress



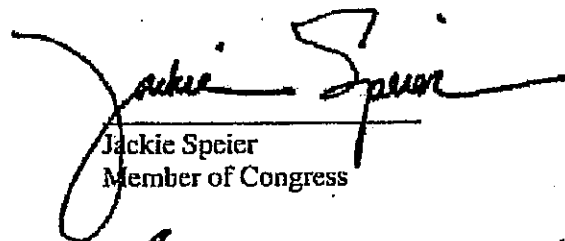
Donald Payne, Jr.
Member of Congress



James Langevin
Member of Congress



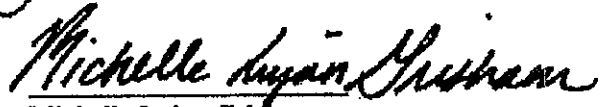
David Cicilline
Member of Congress



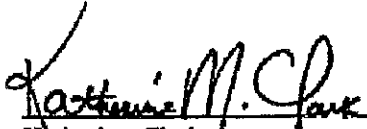
Jackie Speier
Member of Congress

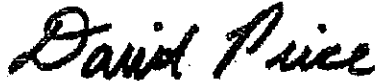



Joaquin Castro
Member of Congress




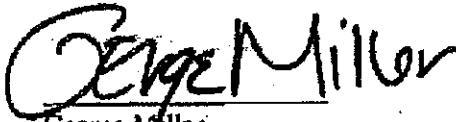
Michelle Lujan Grisham
Member of Congress

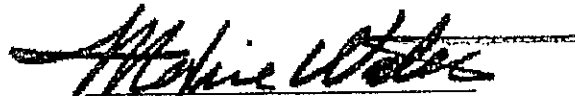

Katherine Clark
Member of Congress



David Price
Member of Congress


Marcy Kaptur
Member of Congress



Al Green
Member of Congress



George Miller
Member of Congress


Maxine Waters
Member of Congress

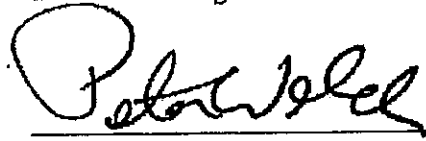

Lois Capps
Member of Congress



Elijah E. Cummings
Member of Congress



Henry C. "Hank" Johnson
Member of Congress

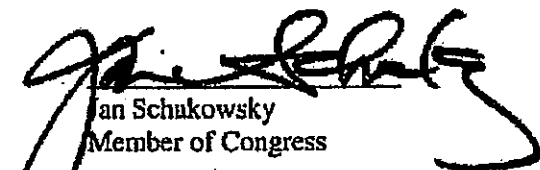

Keith Ellison
Member of Congress



Bobby Rush
Member of Congress


Peter Welch
Member of Congress


G. K. Butterfield
Member of Congress


Charles B. Rangel
Member of Congress


Jan Schakowsky
Member of Congress


Bill Pascrell, Jr.
Member of Congress



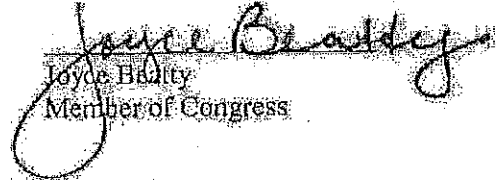
Frank Pallone, Jr.
Member of Congress



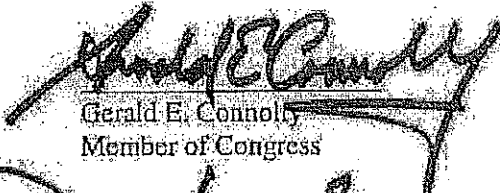
Mark Pocan
Member of Congress



Ann Kirkpatrick
Member of Congress



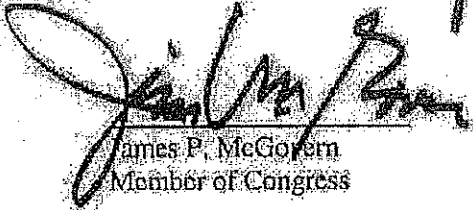
Joyce Beatty
Member of Congress



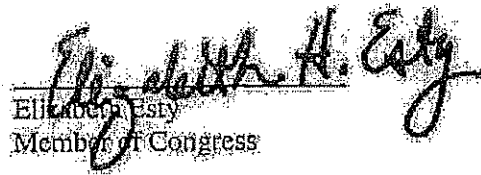
Gerald E. Connolly
Member of Congress



Denny Heck
Member of Congress



James P. McGovern
Member of Congress



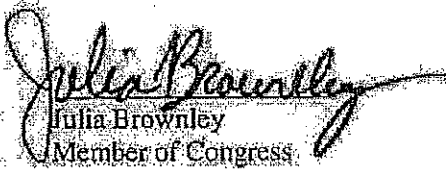
Elizabeth Esty
Member of Congress



Alan Lowenthal
Member of Congress



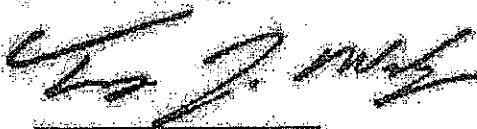
Cheri Bustos
Member of Congress



Julia Brownley
Member of Congress



Ron Barber
Member of Congress



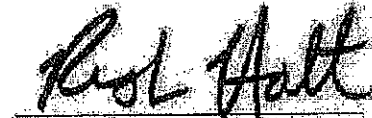
Tim Walz
Member of Congress



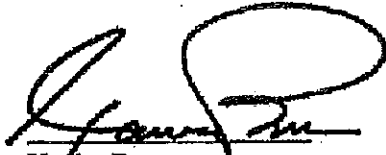
Earl Blumenauer
Member of Congress





Mike Quigley
Member of Congress

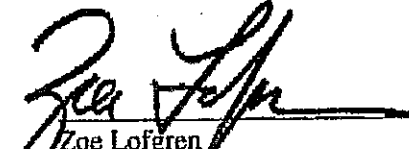


Rush Holt
Member of Congress



Xavier Becerra
Member of Congress



Sunder Levitt
Member of Congress

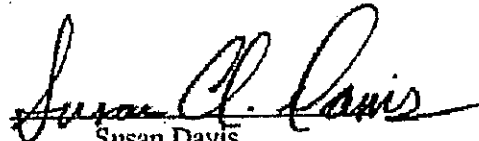

Chellie Pingree
Member of Congress



Zoe Lofgren
Member of Congress



Matthew Cartwright
Member of Congress



Mark Takano
Member of Congress

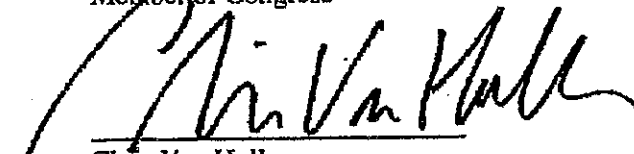

Raul M. Grijalva
Member of Congress



Susan Davis
Member of Congress

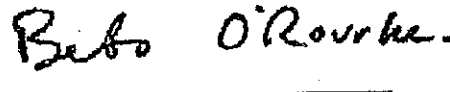

Carol Shea-Porter
Member of Congress


Juan Vargas
Member of Congress

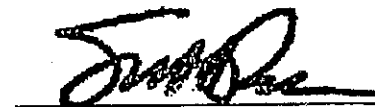

Niki Tsongas
Member of Congress



Chris Van Hollen
Member of Congress



Mike Honda
Member of Congress



Beto O'Rourke
Member of Congress



Albio Sires
Member of Congress



Scott Peters
Member of Congress

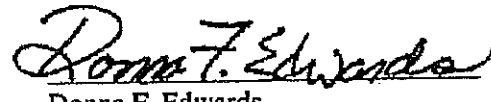

Steve Cohen
Member of Congress

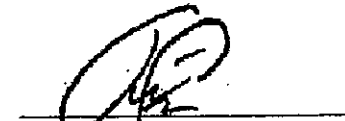

Luis V. Gutierrez
Member of Congress



Adam Schiff
Member of Congress

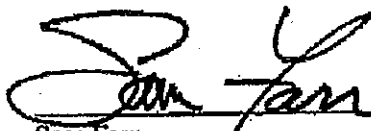

Michele Bachmann
Member of Congress


Sanford D. Bishop, Jr.
Member of Congress


Donna F. Edwards
Member of Congress


Andre Carson
Member of Congress


Louise Slaughter
Member of Congress


Sam Farr
Member of Congress