

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

City Clerk File No. Res. 17-816

Agenda No. 10.A

Approved: OCT 25 2017

TITLE:



**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**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,

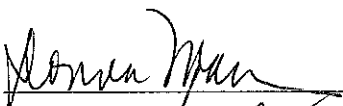
**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2017 Municipal Budget:

Grant Name	From	To
UASI	\$0.00	\$1,710,000.00
AARP	\$0.00	\$3,000.00
CSBG	\$529,955.00	\$925,281.00
Local Safety Program -Communipaw Ave	\$0.00	\$736,383.00
Local Safety Program -Dr. MLK Drive Blvd	\$0.00	\$399,714.00
Body Armor Replacement Fund (BARF)	\$0.00	\$71,364.00

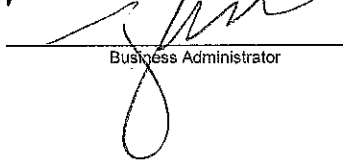
**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

Grant Name	From	To
UASI	\$0.00	\$1,710,000.00
AARP	\$0.00	\$3,000.00
CSBG	\$529,955.00	\$925,281.00
Local Safety Program -Communipaw Ave	\$0.00	\$736,383.00
Local Safety Program -Dr. MLK Drive Blvd	\$0.00	\$399,714.00
Body Armor Replacement Fund (BARF)	\$0.00	\$71,364.00

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

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

Corporation Counsel  
Certification Required   
Not Required


**APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert 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 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**Initiator**

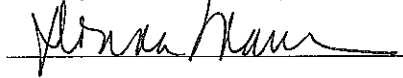
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	(201) 547-5990	Donnam@jcnj.org

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

**Resolution Purpose**

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 and appropriation in the municipal budget when such item has been made available after the adoption of the budget.

I certify that all the facts presented herein are accurate.



October 18, 2017

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

City Clerk File No. Res. 17-817

Agenda No. 10.B

Approved: OCT 25 2017

TITLE:



**RESOLUTION OF THE CITY OF JERSEY CITY  
AUTHORIZING THE CIRCULATION OF A PRELIMINARY  
OFFICIAL STATEMENT AND FINAL OFFICIAL  
STATEMENT IN CONNECTION WITH THE SALE OF THE  
CITY'S SPECIAL EMERGENCY NOTES, SERIES 2017C,  
SPECIAL EMERGENCY NOTES, SERIES 2017D, AND BOND  
ANTICIPATION NOTES, SERIES 2017E AND APPROVING A  
CONTINUING DISCLOSURE CERTIFICATE WITH  
RESPECT TO SAID NOTES OF THE CITY, AND  
AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN  
CONNECTION THEREWITH**

**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), has previously adopted an ordinance of the City numbered 13.118 and finally adopted by the Municipal Council of the City on November 13, 2013 ("Ordinance 13.118"), a resolution of the City adopted by the Municipal Council of the City on November 13, 2013 the (the "2013 Resolution"), an ordinance of the City numbered 14.132 and finally adopted by the Municipal Council of the City on October 22, 2014 ("Ordinance 14.132"), a resolution of the City adopted by the Municipal Council of the City on October 22, 2014 (the "2014 Resolution"), an ordinance of the City numbered 15.149 and finally adopted by the Municipal Council of the City on November 10, 2015 ("Ordinance 15.149"), a resolution of the City adopted by the Municipal Council of the City on November 10, 2015 (the "2015 Resolution"), a bond ordinance of the City numbered 13.031 and finally adopted by the Municipal Council of the City on April 10, 2013 ("Ordinance 13.031"), an ordinance of the City numbered 16.130 and adopted by the Municipal Council of the City on September 14, 2016 ("Ordinance 16.130") and a resolution of the City adopted by the Municipal Council of the City on September 14, 2016 (the "2016 Resolution") and a bond ordinance numbered 16.106 finally adopted by the Municipal Council of the City on July 13, 2016 ("Ordinance 16.106"); and

**WHEREAS**, the City intends to issue its Special Emergency Notes, Series 2017C (Federally Taxable) (the "Series 2017C Notes") in an amount not to exceed \$9,700,000 under Ordinance 13.118, Ordinance 14.132, Ordinance 15.149, the 2013 Resolution, the 2014 Resolution and the 2015 Resolution for the purpose of refunding a portion of the City's \$14,700,000 Special Emergency Notes, Series 2016C (Federally Taxable) which were issued on December 8, 2016 and mature on December 8, 2017; and

**WHEREAS**, the City intends to issue its Special Emergency Notes, Series 2017D (the "Series 2017D Notes") in an amount not to exceed \$4,000,000 under Ordinance 16.130 and the 2016 Resolution for the purpose of refunding a portion of the City's \$5,897,496 Special Emergency Notes, Series 2016D which were issued on December 8, 2016 and mature on December 8, 2017; and

**WHEREAS**, the City intends to issue its Bond Anticipation Notes, Series 2017E in an amount not to exceed \$7,980,000 (the "Series 2017E Notes", and together with the Series 2017C Notes and the Series 2017D Notes, the "Notes") under Ordinance 13.031 and Ordinance 16.106 for the purpose of refunding a portion of the City's \$9,605,194 Bond Anticipation Notes, Series 2016E which were issued on December 8, 2016 and mature on December 8, 2017; and

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

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

TITLE:


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

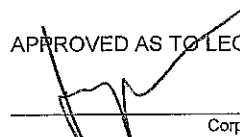
SECTION 1. Authorization for Official Statement. The distribution by the City, and its financial advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officers executing the same may approve, such approval to be evidenced by such City officers' execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned Notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

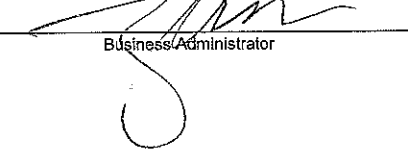
SECTION 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

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

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

APPROVED: 

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED:   
Business Administrator

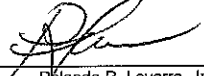
Certification Required   
Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert 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 AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S SPECIAL EMERGENCY NOTES, SERIES 2017C, SPECIAL EMERGENCY NOTES, SERIES 2017D, AND BOND ANTICIPATION NOTES, SERIES 2017E AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH**

**Initiator**

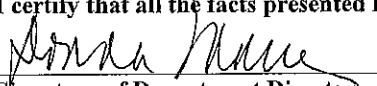
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jenj.org

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

**Resolution Purpose**

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

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/18/17  
Date

**EXHIBIT A**

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

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER \_\_\_\_, 2017

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

**NEW ISSUE**

**RATING: NOT RATED**

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

**CITY OF JERSEY CITY**  
in the County of Hudson, New Jersey

**\$21,680,000 NOTES**

**Consisting of:**

**\$9,700,000 SPECIAL EMERGENCY NOTES, SERIES 2017C (FEDERALLY TAXABLE),**

**\$4,000,000 SPECIAL EMERGENCY NOTES, SERIES 2017D,**

**and**

**\$7,980,000 BOND ANTICIPATION NOTES, SERIES 2017E**

**Dated: Date of Delivery**

**Due: December 7, 2018, as shown below**

The \$9,700,000 Special Emergency Notes, Series 2017C (Federally Taxable) (the "Taxable Notes"), the \$4,000,000 Special Emergency Notes, Series 2017D (the "Special Emergency Notes") and the \$7,980,000 Bond Anticipation Notes, Series 2017E (the "Bond Anticipation Notes", and together with the Special Emergency Notes, the "Tax-Exempt Notes") will be issued by the City of Jersey City, in the County of Hudson, New Jersey (the "City"). The Taxable Notes and the Tax-Exempt Notes are hereinafter referred to as the "Notes".

The Notes will be issued as fully registered Notes in the form of one certificate for the aggregate principal amount of each series of Notes and, when issued, will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of the Notes of each series will be made in book-entry-only form (without certificates) in denominations of \$5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to be beneficial owners of the Notes (see "DESCRIPTION OF THE BONDS AND THE NOTES – Book Entry Only System" herein). Interest on the Notes is payable at maturity. The Notes are not subject to redemption prior to their maturity.

\$ \_\_\_\_\_ %, Taxable Notes, Due December 7, 2018— Price \_\_\_\_\_ %  
\$ \_\_\_\_\_ %, Special Emergency Notes, Due December 7, 2018— Price \_\_\_\_\_ %  
\$ \_\_\_\_\_ %, Bond Anticipation Notes, Due December 7, 2018— Price \_\_\_\_\_ %

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

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

**ELECTRONIC AND FAXED PROPOSALS WILL BE RECEIVED FOR THE NOTES ON \_\_\_\_\_, 2017 UNTIL 11:00 AM. FOR MORE INFORMATION ON HOW TO BID, PLEASE REFER TO THE ENCLOSED NOTICE OF SALE.**



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

**MAYOR**

**Steven M. Fulop**

**CITY COUNCIL**

Rolando R. Lavarro, Jr., Council President  
Joyce Watterman, Councilwoman at Large  
Daniel Rivera, Councilman at Large  
Frank Gajewski, Ward A Councilman  
Chris L. Gadsden, Ward B Councilman  
Richard Boggiano, Ward C Councilman  
Michael Yun, Ward D Councilman  
Candice Osborne, Ward E Councilwoman  
Jermaine Robinson, Ward F Councilman

**CITY OFFICIALS**

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

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**BOND COUNSEL**

GluckWalrath LLP  
Trenton, New Jersey

**MUNICIPAL ADVISOR**

NW Financial Group, LLC  
Hoboken, New Jersey

**INDEPENDENT AUDITORS**

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

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

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

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

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

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

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

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APPENDIX A – CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY

APPENDIX B – INDEPENDENT AUDITORS' REPORT AND AUDITED FINANCIAL STATEMENTS

APPENDIX C – FORM OF BOND COUNSEL OPINION

APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE

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

**\$21,680,000 NOTES**

Consisting of:

**\$9,700,000 SPECIAL EMERGENCY NOTES, SERIES 2017C (FEDERALLY TAXABLE),**  
**\$4,000,000 SPECIAL EMERGENCY NOTES, SERIES 2017D,**  
and  
**\$7,980,000 BOND ANTICIPATION NOTES, SERIES 2017E**

**INTRODUCTION**

The purpose of this Official Statement is to provide certain information regarding the financial and economic condition of the City of Jersey City (the "City"), in the County of Hudson (the "County"), State of New Jersey (the "State" or "New Jersey") in connection with the sale and issuance by the City of its \$9,700,000 Special Emergency Notes, Series 2017C (Federally Taxable) (the "Taxable Notes"), its \$4,000,000 Special Emergency Notes, Series 2017D (the "Special Emergency Notes") and its \$7,980,000 Bond Anticipation Notes, Series 2017E (the "Bond Anticipation Notes", and together with the Special Emergency Notes, the "Tax-Exempt Notes"). The Taxable Notes and the Tax-Exempt Notes are hereinafter collectively referred to as the "Notes". This Official Statement (the "Official Statement"), which includes the cover page, the inside front cover pages and the Appendices attached hereto, has been authorized by the Mayor and City Council to be distributed in connection with the sale of the Notes and has been executed by and on behalf of the City by the Business Administrator and the Chief Financial Officer.

This Official Statement contains specific information relating to the Notes including their general description, certain matters affecting the financing, certain legal matters, historical financial information and other information pertinent to the sale, issuance and delivery of the Notes. This Official Statement should be read in its entirety.

All financial and other information presented herein has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historical information and, but only to the extent specifically provided herein, certain projections of the immediate future, and is not necessarily indicative of future or continuing trends in the financial position or other affairs of the City.

This Official Statement is "deemed final", as of its date, within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").

**DESCRIPTION OF THE NOTES**

The Notes shall be dated the date of delivery and mature on December 7, 2018. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Notes will be paid when due and at maturity at the office of the Chief Financial Officer of the City (unless a Paying Agent is appointed by the City). So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., as nominee for DTC; disbursements of such payments to the DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners of the Notes is the responsibility of the DTC Participants. The Notes will be issued in fully registered form in the denomination of \$5,000 or more, and, under certain circumstances, are exchangeable for one or more fully registered Notes of like principal amount, series and maturity in the denomination of \$5,000 or more.

## Book-Entry Only System

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interest in the Notes of each series, payment of principal and interest and other payments on the Notes to Direct and Indirect Participants (defined below) or Beneficial Owners (defined below), confirmation and transfer of beneficial ownership interests in the Notes and other related transactions by and between DTC, Direct and Indirect Participants and Beneficial Owners, is based on certain information furnished by DTC to the City. Accordingly, the City does not make any representations as to the completeness or accuracy of such information.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered notes registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Fully-registered Note certificates will be issued in the aggregate principal amounts of the Notes of each series and maturity, and will be deposited with DTC.

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

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

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

Redemption proceeds and principal and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR BENEFICIAL OWNERS.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE NOTES, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE NOTEHOLDERS OR REGISTERED OWNERS OF THE NOTES (OTHER THAN UNDER THE CAPTION "TAX MATTERS") SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE NOTES.

#### **Discontinuation of Book-Entry Only System**

If the City, in its sole discretion, determines that DTC is not capable of discharging its duties, or if DTC discontinues providing its services with respect to the Notes at any time, the City will attempt to locate another qualified Securities Depository. If the City fails to find such Securities Depository, or if the City determines, in its sole discretion, that it is in the best interest of the City or that the interest of the Beneficial Owners might be adversely affected if the book-entry only system of transfer is continued (the City undertakes no obligation to make an investigation to determine the occurrence of any events that would permit it to make such determination), the City shall notify DTC of the termination of the book-entry only system.

## **AUTHORIZATION OF THE NOTES**

The Series 2017C Notes and the Series 2017D Notes have been authorized and are to be issued pursuant to the Local Budget Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, effective January 1, 1962, and the acts amendatory thereof and supplemental thereto (the "Local Budget Law"), specifically N.J.S.A. 40A:4-53, and: (A) with respect to the Series 2017C Notes, (i) an ordinance of the City numbered 13.118 and adopted by the Municipal Council of the City on November 13, 2013 and a resolution of the City adopted by the Municipal Council of the City on November 13, 2013, (ii) an ordinance of the City numbered 14.132 and adopted by the Municipal Council of the City on October 22, 2014 and a resolution of the City adopted by the Municipal Council of the City on October 22, 2014, and (iii) an ordinance of the City numbered 15.149 and adopted by the Municipal Council of the City on November 10, 2015 and a resolution of the City adopted by the Municipal Council of the City on November 10, 2015; and (B) with respect to the Series 2017D Notes, an ordinance of the City numbered 16.130 and adopted by the Municipal Council of the City on September 14, 2016, and a resolution of the City adopted by the Municipal Council of the City on September 14, 2016. Pursuant to the Local Budget Law, the special emergency notes may be renewed from time to time, provided that at least 1/5 of all such special emergency notes, and the renewals thereof, mature and are paid in each year so that all the special emergency notes and renewals are paid no later than the last day of the fifth year following the date of the resolution authorizing such special emergency notes.

The Series 2017E Notes have been authorized and are to be issued pursuant to the Local Bond Law and a bond ordinance numbered 13.031 finally adopted by the Municipal Council of the City on April 10, 2013 (the "2013 Bond Ordinance") and a bond ordinance numbered 16.106 finally adopted by the Municipal Council of the City on July 13, 2016 (the "2016 Bond Ordinance", and together with the 2013 Bond Ordinance, the "Bond Ordinances").

By resolution adopted on April 10, 2013, the New Jersey Local Finance Board approved certain matters in connection with the 2013 Bond Ordinance. The Local Finance Board is authorized to establish certain conditions and requirements that the City must meet before approval for issuance is given.

The Bond Ordinances have been published in full after final adoption along with the statement that the twenty (20) day period of limitation, within which a suit, action or proceeding questioning the validity of the Bond Ordinances could be commenced, began to run from the date of the first publication of such statement. The Local Bond Law provides, that after issuance, all obligations shall be conclusively presumed to be fully authorized and issued by all laws of the State, and all persons shall be estopped from questioning their sale, execution or delivery by the City.

## **PURPOSE OF THE NOTES AND APPLICATION OF PROCEEDS**

The City will apply the proceeds from the sale of the Series 2017C Notes to (i) pay a portion of the maturing principal of the City's \$14,700,000 Special Emergency Notes, Series 2016C (Federally Taxable) (the "Series 2016C Special Emergency Notes") which were issued on December 8, 2016 and are payable on December 8, 2017; and (ii) pay a portion of the costs of issuing the Series 2017C Notes. Such Series 2016C Special Emergency Notes were issued to pay a portion of the maturing principal of certain prior notes relating to the payment of contractually required severance liabilities resulting from the layoff or retirement of City employees. The remaining \$5,000,000 of the principal of the Series 2016C Special Emergency Notes will be retired from funds appropriated from the City's fiscal year 2017 budget appropriations.

The City will apply the proceeds from the sale of the Series 2017D Notes to (i) pay a portion of the maturing principal of the City's \$5,897,496 Special Emergency Notes, Series 2016D (the "Series 2016D Special Emergency Notes") which were issued on December 8, 2016 and mature on December 8, 2017, and (ii) pay a portion of the costs of issuing the Series 2017D Notes. Such Series 2016D Special Emergency Notes were issued to pay a portion of the maturing principal of certain prior notes relating to the costs associated with the clean-up and recovery from Hurricane Sandy, and to provide for the preparation and execution of a complete program of



revaluation of real property. The remaining \$1,897,496 of the principal of the Series 2016D Special Emergency Notes will be retired from funds appropriated from the City's fiscal year 2017 budget appropriations.

The City will apply the proceeds from the sale of the Series 2017E Notes to (i) pay a portion of the maturing principal of the City's \$9,605,194 Bond Anticipation Notes, Series 2016E (the "Series 2016E Notes") which were issued on December 8, 2016 and are payable on December 8, 2017; and (ii) pay a portion of the costs of issuing the Series 2017E Notes. Such Series 2016E Notes were issued to pay a portion of the maturing principal of certain prior notes relating to various capital improvements, and to aid in the redevelopment of a redevelopment project consisting of various infrastructure improvements. The remaining \$1,625,194 of the principal of the Series 2016E Special Emergency Notes will be retired from funds appropriated from the City's fiscal year 2017 budget appropriations.

### SECURITY AND SOURCE OF PAYMENT

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

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

*The Notes are not entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1, et seq., as amended, the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq., as amended, or the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.).*

### NO DEFAULT

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

### MARKET PROTECTION

Other than the Notes, the City does not anticipate issuing any additional series of notes and bonds in 2017. The City expects to issue approximately \$9,724,000 in bond anticipation notes in January 2018 to refund certain maturing bond anticipation notes.

The Jersey City Redevelopment Agency (the "JCRA") intends to issue approximately \$10,000,000 in revenue bonds during the fourth quarter of 2017 to finance certain costs relating to a redevelopment project. Such revenue bond will be secured primarily by certain subsidy payments to be made by the City to the JCRA in amounts equal to the debt service on such bonds.

### CITY OF JERSEY CITY

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

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

## RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK

### Financial Overview

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

The calendar year that ended December 31, 2016 resulted in an excess of \$29,344,622 in operations and the City's fund balance was \$78,604,581, unaudited. The calendar year that ended December 31, 2015 resulted in an excess of \$20,295,394 in operations and the City's audited fund balance was \$50,705,610. The calendar year that ended December 31, 2014 resulted in an excess of \$33,812,449 in operations and the City's audited fund balance was \$56,132,966. The calendar year that ended December 31, 2013 resulted in an excess of \$12,410,182 in operations and the City's audited fund balance was \$38,733,517.

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

### Financial Results

**2017 Budget.** The City's budget for the 2017 Calendar year was introduced on March 22, 2017 and adopted on July 10, 2017. The Municipal Tax levy increased to \$228,298,260. The City's 2017 budget anticipated \$67,113,917 in State Aid.

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

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

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

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

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

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

**CERTAIN STATUTORY PROVISIONS FOR THE PROTECTION  
OF GENERAL OBLIGATION DEBT**

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

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

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

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

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

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

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

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

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

On December 31, 2016, the City's percentage of statutory net debt was 2.04% and was comprised of the following:

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
Municipal Purposes	\$720,645,887	\$264,941,826	\$455,704,061
School Purposes	\$28,742,258	\$28,742,258	\$0

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

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

## **Short-Term Financing**

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

## **MUNICIPAL BUDGET**

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

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

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

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

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

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

## Real Estate Taxes

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

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

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

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

## Miscellaneous Revenues

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

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

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law was amended and became effective on July 7, 2004. The Cap Law provides that the City shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the City may, by ordinance approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the City for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15b restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number

of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote in excess of fifty percent (50%).

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

### **Deferral of Current Expenses**

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

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

### **Budget Transfers**

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

### **Fiscal Year**

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

## Budget Process

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

## TAX INFORMATION ON THE CITY

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

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

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

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

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property taxes will continue to be collected by the municipal tax collector and the purchaser will receive as a credit against his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled to receive, all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval of the sale by the Division.

## **Tax Appeals**

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

## **DEBT INFORMATION ON THE CITY**

### **Debt Statements**

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

## **TAX MATTERS**

### **Tax-Exempt Notes**

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

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

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

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



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

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

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

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

## **Taxable Notes**

The following is a general discussion of certain of the anticipated federal tax consequences of the purchase, ownership and disposition of the Taxable Notes by the original purchasers of the Taxable Notes. Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Taxable Notes. This discussion is based upon the Code, regulations, rulings and decisions now in effect, all of which are subject to change at any time, possibly with retroactive effect, and does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which will be subject to special rules. This discussion assumes that Taxable Notes will be held as "capital assets" under the Code and that the Taxable Notes are owned by U.S. Holders (as defined below). Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Taxable Notes.

As used herein, the term "U.S. Holder" means a beneficial owner of a bond that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any State or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a court within the United States

and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

Interest Income. INTEREST ON THE TAXABLE NOTES IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. The City will report annually (or more frequently if required) to owners of record and to the IRS in respect of interest paid on the Taxable Notes.

Backup Withholding. Under the Code, payments on the Taxable Notes may under certain circumstances, be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such Noteholder is not subject to backup withholding. Owners of the Taxable Notes should consult their own tax advisors as to their qualification for exemption for backup withholding and the procedures for obtaining the exemption.

Disposition and Defeasance. Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Bond or a Taxable Note, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder's adjusted tax basis in the Taxable Notes.

The City may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Taxable Notes to be deemed to be no longer outstanding under the Resolution (a "defeasance"). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Taxable Notes subsequent to any such defeasance could also be affected.

**ALL POTENTIAL PURCHASERS OF THE TAXABLE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE IMPLICATION OF THE TAX CONSEQUENCES UNDER THE CODE.**

**State Taxation**

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

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

**LITIGATION**

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

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

### APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, the issuance, the sale and the delivery of the Notes are subject to the approval of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel to the City, whose approving legal opinion will be delivered with the Notes substantially in the form set forth in Appendix C hereto. Certain legal matters will be passed on for the Underwriters (as hereinafter defined) by their counsel DeCotiis, Fitzpatrick, Cole & Giblin, LLP, and for the City by its Corporation Counsel.

### MUNICIPAL BANKRUPTCY

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

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

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

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

### CONTINUING DISCLOSURE

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

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

### **LEGALITY FOR INVESTMENT**

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

### **MUNICIPAL ADVISOR**

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

### **UNDERWRITING**

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

The Taxable Notes are being purchased by \_\_\_\_\_ (the "Taxable Notes Underwriter", and together with the Tax-Exempt Underwriter, the "Underwriters"), at an aggregate price of \$ \_\_\_\_\_. The Taxable Notes are being reoffered to the public at a price of \$ \_\_\_\_\_. The Taxable Notes Underwriter is obligated to purchase all of the Taxable Notes if any Taxable Notes are purchased.

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

## RATING

The Notes have not been rated.

## CLOSING CERTIFICATES

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

## PREPARATION OF OFFICIAL STATEMENT

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

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

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

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

## FINANCIAL STATEMENTS

The comparative balance sheets – regulatory basis of the various funds of the City as of and for the years ended December 31, 2015 and 2014, and the related comparative statement of operations and changes in fund balance – regulatory basis, statement of revenues – regulatory basis and statement of appropriations – regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance – regulatory basis, of the General Capital Fund, for the years then ended, together with the related notes to the Financial Statements for the years then ended, are presented in Appendix B to the Official Statement. The financial statements referred to above

have been audited by Donohue, Girona, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor, as stated in its report appearing in Appendix B.

Also included in Appendix B are unaudited balance sheets – regulatory basis of the various funds of the City as of December 31, 2016 and the related unaudited statement of operations and changes in fund balance – regulatory basis for the year ended December 31, 2016, without accompanying note disclosures. The unaudited financial statements referred to above have been abstracted from the annual financial statement (unaudited) of the City for the year ended December 31, 2016, as stated in the accountant’s compilation report prepared by Donohue, Girona, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor.

### **ADDITIONAL INFORMATION**

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

### **MISCELLANEOUS**

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

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

### **THE CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Robert J. Kakoleski, Business Administrator

By: \_\_\_\_\_  
Donna L. Mauer, Chief Financial Officer

Dated: November \_\_\_\_, 2017

**APPENDIX A**

**CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY**

## THE CITY OF JERSEY CITY

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

### MUNICIPAL COUNCIL

<u>Name</u>	<u>Title</u>	<u>Date First In Office</u>
Rolando R. Lavarro	Council President	November 14, 2011
Daniel Rivera	Councilman-at-Large	July 1, 2013
Joyce Watterman	Councilwoman-at-Large	July 1, 2013
Frank Gajewski	Ward A Councilman	July 1, 2013
Chris L. Gadsden	Ward B Councilman	November 13, 2016
Richard Boggiano	Ward C Councilman	July 1, 2013
Michael Yun	Ward D Councilman	July 1, 2013
Candice Osborne	Ward E Councilwoman	July 1, 2013
Jermaine Robinson	Ward F Councilwoman	January 21, 2017

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

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

### Administration

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

#### **STEVEN M. FULOP, Mayor**

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



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

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

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

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

#### **ROBERT J. KAKOLESKI, Business Administrator**

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

#### **MARK ALBIEZ, Mayor's Chief of Staff**

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

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

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

#### **JEREMY A. FARRELL, ESQ., Corporation Counsel**

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

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

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

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

**ANTHONY CRUZ, Director of Housing, Economic Development and Commerce**

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

**DONNA MAUER, Chief Financial Officer**

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

**City Employees**

As of December 31, 2016, the City had 2,923 employees. The following table shows a breakdown of the City's employees over the past five years:

**CITY EMPLOYEES**

	<u>Permanent</u>	<u>Temporary</u>	<u>Grants/ Enterprise Fund</u>	<u>Water Utility</u>	<u>Total<sup>(1)</sup></u>
December 31, 2016	2,793	90	36	4	2,923
December 31, 2015	2,581	76	67	5	2,729
December 31, 2014	2,392	70	34	6	2,502
December 31, 2013	2,381	68	55	6	2,510
December 31, 2012	2,408	41	33	7	2,489

<sup>(1)</sup> Total does not include Seasonal Employees

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

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

follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.15%; January 2015 – 2.25%; January 2016 – 1.95%. Negotiations are ongoing and moving in a positive direction. A successor agreement is expected soon.

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

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

**THE POLICE OFFICERS' BENEVOLENT ASSOCIATION** represents approximately six hundred and forty eight (648) Police Officers and Detectives below the rank of Sergeant. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.3%; January 2015 – 2.25%; January 2016 – 1.95%. The contract also included the lowering of the starting salary for new hires and other significant reduction in benefits for additional cost savings. Negotiations have begun but not as far along as the public safety unions.

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

**JERSEY CITY SUPERVISORS' ASSOCIATION** represents approximately eighty five (85) civilian Supervisors holding titles above the rank of “foreman”, but below the level of Division Head. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - \$0; January 1, 2012 - \$0; April 1, 2012 - \$1,350; January 1, 2013 - \$1,400 and January 1, 2014 - \$1,500. Negotiations are currently ongoing. A tentative agreement has been reached but not ratified by the membership of City Council yet.

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

**JERSEY CITY PUBLIC EMPLOYEES, LOCAL 246**, represents approximately four hundred eighty (480) employees who are subordinate to Supervisors in the Mayor's Office, the Department of Administration, the Department of Finance, the Department of Law, the Department of Health and Human Services, and the Department of Housing, Economic Development and Commerce, the Office of the City Clerk, the Office of the Tax Assessor, the Department of Fire (non-uniformed) and the Department of Public Safety (non-uniformed). A new three and half year contract was ratified by the City Council in May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - \$0; January 1, 2012 - \$0; April 1, 2012 - \$1,000; January 1, 2013 - \$1,000 and January 1, 2014 - \$1,250. A 4-year deal has been agreed to as follows: January 1, 2015 - \$1,125, January 1, 2016 - \$1,125; January 1, 2017 - \$1,400 and January 1, 2018 - \$1,500.

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A-68B, AFL-CIO** represents three (3) employees holding titles of boiler operators or chief engineer. A new three and half

year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2012 - \$0; January 1, 2013 - \$0; April 1, 2013 - \$1,350; January 1, 2014 - \$1,400 and January 1, 2015 - \$1,500. Negotiations have not begun.

### **The Jersey City Public Schools**

The public school system of the City, the second largest school district in the State, served a total enrollment of approximately 27,672 students for school fiscal year 2016-17. The system employs professional and non-professional personnel, including teacher's aides. The student population is provided with a comprehensive school program including college preparatory programs, vocational training and special education classes housed in regular elementary and secondary schools. In school fiscal year 2016-17, the school district had 4,665 full-time employees. The school system currently includes 25 elementary schools, four middle schools, eight high schools, one regional day, one adult education school and 40 childcare sites.

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

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

### **Related Authorities and Functions**

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

### **City Budget Requirements - General**

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

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

The Business Administrator and Budget Director prepare the Municipal Budget of the City for the Mayor. During the month of November, all department heads are required to submit requests for appropriations for the next budget year and appear before the Business Administrator, the Budget Director and the Council at public hearings to explain their departmental requests. The Mayor then submits his recommended budget to the Council. The Council may reduce any item or items in the budget by a majority vote but may increase any item or items only upon an affirmative vote of two-thirds of the members of the Council. After the budget is introduced, it may be approved on first reading by majority vote of the Council. After the Council approves the budget, it is submitted to the Director for approval and advertised. A public hearing is held. Upon completion of the public hearing, the budget is adopted by the Council and submitted to the Division for certification.

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

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

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

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

### **Public School Budgeting Process**

Under the provisions of the New Jersey Public Education Act of 1975, as amended, the Superintendent of a State-operated school district, after preparation of and hearing on a proposed budget, is required to fix and determine the amount of money necessary to be appropriated for the school year and is required to certify the amounts to be raised by taxes. The City may appeal to the Commissioner of Education the amount determined necessary. The Commissioner, upon receipt of such appeal and completion of the hearing process, shall determine the amount necessary for the district to provide a thorough and efficient educational program including the implementation of the plan to correct deficiencies. The City may apply to the Director of the Division for a determination that the local share of revenues needed to support the district's budget results in an unreasonable tax burden. Based upon this review, the Director certifies the amount of revenues, which can be raised locally to support the budget of the State-operated district. Any difference between the amount which the Director certifies and the total amount of local

revenues required by the budget approved by the Commissioner is paid by the State in the fiscal year in which the expenditures are made, subject to the availability of appropriations. The State supplemented the City's school tax revenues with \$20,000,000 for the Fiscal Year 1999. Since Fiscal Year 2000, the State has not supplemented the City's school tax revenues.

### **Limitation on Expenditures**

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

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

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

Additionally, legislation constituting P.L. 2010, c. 44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions

and subject to a number of adjustments. The exclusions from the limit include increases required for capital expenditures, including debt service, increases in pension contributions in excess of 2%, certain increases in health care over 2%, and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above 2% not otherwise permitted under the law by an affirmative vote in excess of 50%.

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

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

#### **Anticipation of Real Estate Taxes**

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

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

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

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

#### **Anticipation of Miscellaneous Revenues**

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

#### **Deferral of Current Expenses**

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

approved by the Director if all emergency appropriations made during the year exceeds 3% of the total current and utility operating appropriations in the budget for that year.

### **Protection of Municipal Funds and Investment Policy**

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

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

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, notes and bonds).
- 2) U.S. Government money market funds.
- 3) Any obligation that a Federal agency or a Federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependable on any index or other external factor.
- 4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.
- 5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by The Department of Treasury, Division of Investments.
- 6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.
- 7) Deposits with the State of New Jersey Cash Management Fund.
- 8) Repurchase agreements of fully collateralized securities, if:
  - a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A: 5-15.1;
  - b) The custody of the collateral is transferred to a third party;
  - c) The maturity of the agreement is not more than 30 days;
  - d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act. ("GUDPA").
  - e) A master repurchase agreement providing for the custody and security of the collateral is executed.

Compliance with the State statutes may not assure that the City's investments will have the liquidity, security or adequate deposit insurance to protect the City against all losses. For example, the relevant deposit statute, N.J.S.A.17:9-44, only requires public depository banks to maintain collateral for deposits of public funds exceeding insurance limits (\$100,000) generally equal to five percent of the average daily balance of public funds. Additionally, the State has the power to require that all banks holding public funds contribute amounts sufficient to



reimburse an eligible municipality if any bank holding public funds becomes insolvent. However, it is unclear how quickly other state-qualified depositories could act to reimburse an exposed municipality through the State supervised program which may result in limited liquidity and a shortage of cash for the City and other municipalities in the State. Furthermore, it is currently unclear whether the State of New Jersey Cash Management Fund could maintain sufficient liquidity during a period of economic stress if many municipalities including the City sought the immediate return of cash.

### **CITY INDEBTEDNESS AND DEBT LIMITS**

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

#### **Debt Limits**

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

#### **Exception to Debt Limit - Extensions of Credit**

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

In calendar years ending December 31, 2014, December 31, 2015 and December 31, 2016, total debt as a percentage of the equalized value of the City was 2.59%, 2.26% and 2.04%, respectively.

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

#### **Exception to Debt Limit - Real Property Tax Appeal Refunding Notes**

The City revalued the real property located in the City in 1988. See "CITY REVENUES -- Equalization Rate and Tax Collection Rates". After the revaluation, the number of tax appeals increased substantially. In order

to file a tax appeal, a property owner must first pay the taxes that are owed. If the appeal is successful, the taxes are then refunded to the owner. The refund may occur in a fiscal year subsequent to the fiscal year in which the owner paid the taxes. Because of the magnitude of the tax appeals and the amount that was required to be refunded, the Local Finance Board and the Municipal Council have allowed the City to issue tax refunding obligations to finance the tax refunds. The tax refunding obligations issued to date are one-year notes, renewable annually for five to seven years after their date of issuance, with the amortization schedule approved by the Local Finance Board. As of December 31, 2015, \$2,738,740 principal amount of real property tax appeal refunding notes were outstanding. As of December 31, 2016 principal amount was fully paid and none were outstanding.

### **Debt Statements**

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

In calculating the debt limit, the City is allowed to deduct certain types of debt. Deductions from gross debt are allowed for school purposes of an amount equal to 8% of average equalized valuations and for any additional State School Building Aid Bonds authorized (P.L. 1968, c. 177, as amended P.L. 1971, c. 10, as amended and P.L. 1978, c. 74). The deduction from municipal gross debt includes bonds issued and bonds authorized but not issued to meet cash grants-in-aid for a housing authority, redevelopment agency or municipality acting as its local redevelopment entity (Section 40A:12A-37(d) of the Local Redevelopment and Housing Law) and funds in hand (including proceeds of bonds held to pay other bonds).

The following table sets forth the amount of debt that the City has outstanding, authorized but not yet issued as well as deductions for each purpose (school, municipal and water) and the amount of debt that the City has authorized for each purpose but has not yet incurred. In addition, the table sets forth the amount of debt that has been issued by public bodies but that the City is or may be responsible for paying. See "Other City-Related Indebtedness". The table then sets forth the amount of the debt that, pursuant to State law, is excluded from the calculation of the debt limitations imposed on the City. Such deductions include debt for school purposes (a portion of which are subject to their own debt limitation), debt for the water utility because it operates on a self-liquidating basis, refunding debt, debt issued in anticipation of grants and bonds issued by public entities (even though the City may be responsible for all or a portion of the debt service on such debt). As shown in the table, although the City's gross debt as of December 31, 2016 was \$749,388,145, only \$455,704,061 of that debt is included for purposes of calculating the debt limitation on the City.

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

**Annual Debt Statement  
As of December 31, 2016**

Gross Debt:		
School Purposes:		
Issued and Outstanding:		
Bonds .....	\$27,155,000	
Authorized But Not Issued .....	1,587,258	
Total School .....		\$28,742,258
Municipal Purposes:		
Issued and Outstanding:		
Bonds .....	465,793,000	
Notes .....	26,898,194	
Green Trust Loan .....	1,056,008	
Authorized But Not Issued .....	27,443,458	
Total Municipal .....		521,190,660
Issued by Public Bodies Guaranteed by the Municipality:		
Jersey City Municipal Utilities Authority .....		<u>199,455,227</u>
Total Gross Debt .....		\$749,388,145
Statutory Deductions:		
For School Purposes - Statutory 8% .....	28,742,258	
For Jersey City Municipal Utilities Authority - Water .....	27,121,599	
For ERI Pension Refunding .....	38,365,000	
For Bonds Issued by Public Bodies Guaranteed by the Municipality .....	199,455,227	
Total Statutory Deductions .....		<u>293,684,084</u>
Statutory Net Debt .....		<u>\$455,704,061</u>
Statutory Net Debt Percentage .....		2.040%

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2016.

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

**Statutory Debt as of December 31, 2016**

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
School Purposes	\$28,742,258	\$28,742,258	\$ -0-
Municipal Purposes	521,190,660	65,486,599	455,704,061
Other Public Bodies Guaranteed by City	<u>199,455,227</u>	<u>199,455,227</u>	<u>-0-</u>
<b>Total</b>	<b><u>\$749,388,145</u></b>	<b><u>\$293,684,084</u></b>	<b><u>\$455,704,061</u></b>
Average Equalized Valuation of Real Property (Yrs. 2014-2016)			\$22,343,602,064
Statutory Net Debt			2.040%
Debt Limitation Per N.J.S.A. 40A:2-6 (Municipalities -- 3.50% of Three Year Average Equalized Valuation)			782,026,072
Total Net Debt			<u>455,704,061</u>
Remaining Net Debt Capacity			<u>\$ 326,322,011</u>

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2016.

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

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Gross Debt <sup>(1)</sup>	\$749,388,145	\$775,072,007	\$844,917,507	\$852,306,655	\$896,400,051
Net Debt Statutory <sup>(2)</sup>	455,704,061	450,883,637	482,163,575	475,739,968	488,571,624
Population <sup>(3)</sup>	247,597	247,597	247,597	247,597	247,597
Gross Debt per Capita	3,027	3,130	3,412	3,442	3,620
Net Debt per Capita	1,841	1,821	1,947	1,921	1,973
Net Debt - Statutory Percentages	2.04%	2.26%	2.59%	2.60%	2.61%

<sup>(1)(2)</sup> The figures representing Gross Debt and Net Debt Statutory are derived from the Annual Debt Statements of the City.

<sup>(3)</sup> Source: U.S. Department of Commerce, Bureau of the Census.

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

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Bonds:					
General	\$440,203,000	\$437,405,950	\$ 468,125,950	\$ 460,262,950	\$ 483,478,950
School	27,155,000	39,510,000	47,130,000	55,220,000	64,445,000
Water	25,590,000	28,645,000	31,130,000	34,450,000	37,425,000
Other	<u>199,455,227</u>	<u>199,163,381</u>	<u>208,862,507</u>	<u>206,156,132</u>	<u>222,200,627</u>
Total Outstanding Bonds	692,403,227	704,724,331	755,298,457	756,089,082	807,549,577
Notes:					
General	26,898,194	40,602,842	33,297,813	39,436,000	33,952,196
School	-0-	-0-	-0-	-0-	-0-
Water	-0-	-0-	-0-	-0-	-0-
Other (Loan)	<u>1,056,008</u>	<u>1,159,954</u>	<u>1,622,571</u>	<u>2,083,185</u>	<u>2,541,842</u>
Total Outstanding Notes	<u>27,954,202</u>	<u>41,762,796</u>	<u>34,920,384</u>	<u>41,519,185</u>	<u>36,494,038</u>
Total Bonds and Notes Issued and Outstanding	720,357,429	746,487,127	790,218,841	797,608,269	844,043,615
Bonds and Notes Authorized but Not Issued					
General	25,911,859	14,228,631	27,015,111	27,014,831	24,672,882
School	1,587,258	4,265,245	6,216,026	6,216,027	6,216,026
Water	1,531,599	10,091,004	21,467,528	21,467,528	21,467,528
Other	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Total Bonds and Notes Authorized But Not Issued	29,030,716	28,584,880	54,698,665	54,698,386	52,356,436
Total Issued and Outstanding, and Authorized But Not Issued	<u>\$749,388,145</u>	<u>\$775,072,007</u>	<u>\$ 844,917,506</u>	<u>\$ 852,306,655</u>	<u>\$ 896,400,051</u>

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

Included in the debt shown on this table are tax appeal refunding notes of the City outstanding for the 5 year period. The following table sets forth the amount of tax appeal refunding notes that were issued and outstanding in each of the four years preceding such date.

**Real Property Tax Appeal Refunding Notes Outstanding**

<u>Year</u>	<u>Amount Issued<sup>(1)</sup></u>	<u>Balance end of year</u>
December 31, 2016	-0-	-0-
December 31, 2015	-0-	2,738,740
December 31, 2014	-0-	6,917,870
December 31, 2013	-0-	11,097,000
December 31, 2012	-0-	15,276,196

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City and unaudited Calendar Year 2016 Annual Financial Statement.

<sup>(1)</sup> These amounts do not include tax appeal refunding notes issued to refund prior issues of tax refunding notes.

The table below sets forth the total overlapping debt of the City for the last five years. The County of Hudson (the "County") debt overlap was 34.28% in 2016, 33.84% in 2015, 32.42% in 2014, 31.54% in 2013, and 32.35% in 2012. The overlap for all other debt was 100%. The City's percentage of overlap for County debt is determined by the State based on (i) the assessed value of Class II Railroad Property in the City and (ii) the true value of real property in the City. The sum of these two figures is used to calculate a percentage of the sum of the assessed value of Class II Railroad Property in the County, plus the true value of real property in the County. Overlapping debt is debt for which the City is not required to levy taxes.

**Schedule of Overlapping Debt <sup>(1)</sup>**

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
Jersey City Municipal Utilities Authority <sup>(2)</sup>	\$ 199,455,227	\$ 199,163,381	\$ 208,862,507	\$ 206,156,132	\$ 222,200,627
Hudson County <sup>(3)</sup>	<u>337,512,996<sup>(4)</sup></u>	<u>420,990,123<sup>(5)</sup></u>	<u>352,730,118<sup>(6)</sup></u>	<u>346,822,019<sup>(7)</sup></u>	<u>360,727,455<sup>(8)</sup></u>
<b>TOTAL</b>	<u>\$ 536,968,223</u>	<u>\$ 620,153,504</u>	<u>\$ 561,592,625</u>	<u>\$ 552,978,151</u>	<u>\$ 582,928,082</u>

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

<sup>(1)</sup> The outstanding debt of the Hudson County Utilities Authority, the Rockaway Valley Regional Sewerage Authority and the Hudson County Improvement Authority are not included (see further discussion herein).

<sup>(2)</sup> The Jersey City Sewerage Authority was reorganized as the Jersey City Municipal Utilities Authority on January 15, 1998.

<sup>(3)</sup> Hudson County reports on a calendar year ending December 31.

<sup>(4)</sup> This figure represents 34.28% of the total County Gross Debt of \$ 984,703,577.

<sup>(5)</sup> This figure represents 33.84% of the total County Gross Debt of \$1,244,155,190

<sup>(6)</sup> This figure represents 32.42% of the total County Gross Debt of \$1,088,024,659.

<sup>(7)</sup> This figure represents 31.54% of the total County Gross Debt of \$1,099,534,929.

<sup>(8)</sup> This figure represents 32.35% of the total County Gross Debt of \$1,114,984,494.

The table below lists the principal and interest repayment schedule on all outstanding bonds of the City from 2017 through 2040.

**Combined Principal and Interest Repayment Schedule  
Outstanding Bonds of the City  
As of December 31, 2016**

<b>CALENDAR YEAR</b>	<b>COMBINED TOTAL</b>	<b>GENERAL</b>	<b>PENSION</b>	<b>WATER</b>	<b>SCHOOL</b>
2017	\$ 72,945,251	\$ 55,354,727	\$ 3,711,710	\$ 5,189,955	\$ 7,105,818
2018	73,296,840	53,668,057	7,233,435	5,250,243	5,561,763
2019	73,157,100	58,544,985	3,880,375	3,880,940	5,256,763
2020	76,782,940	64,349,812	4,021,257	3,953,011	2,869,646
2021	71,347,663	60,964,114	4,166,738	3,427,963	2,788,848
2022	45,427,173	37,898,854	4,354,641	1,985,527	1,188,150
2023	37,420,749	30,806,135	4,630,161	794,903	1,189,550
2024	30,164,117	24,103,464	4,077,966	798,238	1,184,450
2025	25,011,663	21,863,200	1,498,789	467,249	1,182,425
2026	22,979,672	19,723,453	1,608,334	465,085	1,182,800
2027	22,980,619	19,611,790	1,728,871	462,559	1,177,400
2028	16,456,429	14,132,877	1,859,306	464,245	-
2029	16,453,639	13,985,472	1,993,685	474,482	-
2030	11,040,859	8,435,170	2,136,052	469,638	-
2031	11,085,113	8,325,381	2,285,315	474,418	-
2032	11,106,145	8,192,454	2,445,246	468,446	-
2033	11,152,524	8,065,946	2,614,479	472,099	-
2034	7,580,449	7,580,449	-	-	-
2035	7,443,599	7,443,599	-	-	-
2036	7,222,680	7,222,680	-	-	-
2037	6,557,338	6,557,338	-	-	-
2038	6,423,825	6,423,825	-	-	-
2039	6,288,563	6,288,563	-	-	-
2040	6,130,500	6,130,500	-	-	-
<b>TOTAL</b>	<b>\$ 676,455,449</b>	<b>\$ 555,672,844</b>	<b>\$ 54,246,357</b>	<b>\$ 29,499,000</b>	<b>\$ 30,687,613</b>

In addition to the debt service requirements on outstanding bonds, the City also pays debt service on notes. Notes generally mature within one year from their date of issuance. Notes, other than tax appeal refunding notes, may be renewed three times without principal payments and must then be amortized over a ten-year period (unless refunded by bonds). The debt service payable on notes depends on the interest rate established upon the renewal of the notes. For Calendar Year 2013 the amount was \$5,543,710, for Calendar Year 2014 the amount was \$5,634,563, for Calendar Year 2015 the amount was \$5,108,063 and for Calendar Year 2016 the amount was \$6,928,999. For Calendar Year 2017, the City budgeted \$2,619,270 for debt service on the notes.

**Other City-Related Obligations**

**Rockaway Valley Regional Sewerage Authority.** In compliance with a court decree, the City entered into an agreement, dated July 30, 1971, with the Rockaway Valley Regional Sewerage Authority ("RVRSA"), whereby the City agreed to share in the operating costs of the RVRSA which provides sewerage treatment services in the vicinity of the City's watershed properties. In 2013, 2014 and 2015, the JCMUA contributed \$2,730,857.

Under the same agreement, the City is also required to pay a share of the capital and operating cost of construction of an advanced treatment sewerage facility, which the RVRSA has designed. Under the current plans,

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

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

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

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

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

The indebtedness of the JCMUA as of December 31, 2016 was \$199,455,227. The JCMUA imposes user charges on all sewer users in its service area, at the rate of \$5.64 per 100 cubic feet of water consumption. The JCMUA imposes user charges on all water users in its service area, at the rate of \$4.14 per 100 cubic feet of water consumption. From its user charge revenues, the JCMUA is required to pay its debt service costs and operating costs of the pumping stations and collector system. The JCMUA also pays, from user charges, operating charges of PVSC which are the obligation of the City.

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

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

The JCMUA and the City agreed in the Amended and Restated Water Services Franchise and Service Agreement dated as of May 1, 2003 (the "2003 Amended Water Franchise Agreement") to: a) provide for the acquisition by the JCMUA from the City of an extension of the franchise granted under the Initial Water Franchise



Agreement, in order to operate the Water System through March 31, 2028 (the "2003 Project") and b) provide for the City to continue to provide security to the holders of obligations of the JCMUA which are issued for or with respect to the Water System for the extended franchise period.

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

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

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

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

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

### **The County of Hudson**

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

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

The gross debt of the County as of December 31, 2016 was \$984,702,577 and its net statutory debt was \$554,555,286.

## Municipal Qualified Bond Act

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

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

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

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

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

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

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

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
<b>Qualified Revenues:</b>					
Energy Receipt Tax:	\$53,091,740	\$53,091,740	\$ 52,031,160	\$ 51,682,679	\$ 50,323,109
Consolidated Municipal Property Tax Relief Act:	<u>10,752,945</u>	<u>10,752,945</u>	<u>11,813,525</u>	<u>12,162,006</u>	<u>13,526,987</u>
<b>Total Qualified Revenues:</b>	<u>\$63,844,685</u>	<u>\$63,844,685</u>	<u>63,844,685</u>	<u>63,844,685</u>	<u>63,850,096</u>
<b>Debt Service:</b>					
General Improvement Bonds:	35,904,554	42,287,805	43,533,669	43,127,075	37,404,452
Water Bonds:	<u>3,837,778</u>	<u>3,493,569</u>	<u>4,361,300</u>	<u>5,254,995</u>	<u>5,520,939</u>
<b>Total Debt Service:</b>	<u>\$39,742,332</u>	<u>\$45,781,374</u>	<u>\$ 46,894,969</u>	<u>\$ 48,427,070</u>	<u>\$ 42,925,391</u>
<b>Coverage Ratio:</b>	1.60	1.39	1.36	1.32	1.49

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and Calendar Year 2016 Unaudited Annual Financial Statements

The City has outstanding bonds, notes and loans for municipal purposes which are not entitled to the benefits of the Municipal Qualified Bond Act. The debt service for the calendar year ending December 31, 2016 was \$19,657,505 for such bonds, \$6,929,000 for notes and \$126,223 for such loans. The debt service for the calendar year ending December 31, 2015 was \$6,934,388 for such bonds, \$5,108,103 for such notes and \$531,945 for such loans. The debt service for the calendar year ending December 31, 2014 was \$5,507,931 for such bonds, \$5,108,063 for such notes and \$531,945 for such loans. The debt service for the calendar year ending December 31, 2013 was \$4,781,723 for such bonds, \$5,543,710 for such notes, and \$527,833 for such loans. The debt service for the calendar year ending December 31, 2012 was \$4,153,674 for such bonds, \$7,996,577 for such notes and \$606,233 for such loans. The City may also be responsible for the payment of debt service on the bonds issued by certain independent authorities. See "CITY INDEBTEDNESS AND DEBT LIMITS -- Other City-Related Obligations" herein.

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

#### School Qualified Bond Act

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

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

an amount which will be sufficient to pay debt service on such bonds as it becomes due. For purposes of The School Qualified Bond Act, "State school aid" means funds made available to local school districts pursuant to the Quality Education Act of 1990, N.J.S.A. 18A:7D-4.

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

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

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

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

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

	<b>December 31, 2016</b>	<b>December 31, 2015</b>	<b>December 31, 2014</b>	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Qualified School Revenues:	\$422,092,541	\$417,805,515	\$ 417,859,150	\$ 419,644,829	\$ 475,981,648
Total School Debt Service:	13,361,441	9,999,304	10,483,807	12,190,025	12,574,607
Coverage Ratio:	31.59	41.78	39.86	34.43	37.85

#### **New Jersey School Bond Reserve Act**

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

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

account is to be funded in an amount equal to 1% of the aggregate of such issued and outstanding bonded indebtedness for all such indebtedness issued on or after July 1, 2003.

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

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

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

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

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

## CITY FINANCIAL INFORMATION

### Audit Requirement

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

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

## **Accounting Principles and Fund Structure**

### **Accounting Principles.**

The City does not prepare its financial statements in accordance with generally accepted accounting principles ("GAAP"). The City prepares its financial statements in accordance with the accounting policies prescribed by the Division, which differ from those prescribed under GAAP. The accounting policies prescribed by the Division are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B for a more complete discussion of the City's accounting policies.

### **Fund Structure.**

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

### **Basic Financial Statements.**

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

### **Reporting Entity.**

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

## **Uniform Chart of Accounts**

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

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

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

## **Current Fund – Revenues and Expenditures**

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

The information presented in the following tables has been derived from the City's Audited Financial Statements for fiscal years ending December 31, 2012, December 31, 2013, December 31, 2014, December 31, 2015 and Unaudited Annual Financial Statement ending December 31, 2016. The fund balance does not reflect a cash surplus and the balance consists primarily of receivables. The amount of the fund balance that may be used in the succeeding year's budget consists of receivables which have a high probability of being realized in the succeeding fiscal year and which are permitted by the Director to be included in the succeeding year's budget. The fund balances as of 2011 through 2015, and the amounts included in the budget for each succeeding year are shown below:

<b>Fiscal Year Ending</b>	<b>Current Fund Fund Balance</b>	<b>Used in Succeeding Year Budget</b>
December 31, 2016	\$78,604,581	\$39,954,250
December 31, 2015	50,705,610	20,745,651
December 31, 2014	56,132,966	25,722,750
December 31, 2013	38,733,517	16,413,000
December 31, 2012	33,530,567	16,707,232

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and Calendar Year 2016 Unaudited Annual Financial Statements.

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

	Revenues In Thousands									
	December 31, 2016		December 31, 2015		December 31, 2014		December 31, 2013		December 31, 2012	
	<u>Budgeted<sup>(1)</sup></u>	<u>Realized</u>	<u>Budgeted<sup>(1)</sup></u>	<u>Realized</u>	<u>Budgeted<sup>(1)</sup></u>	<u>Realized</u>	<u>Budgeted<sup>(1)</sup></u>	<u>Realized</u>	<u>Budgeted<sup>(1)</sup></u>	<u>Realized</u>
<b>Fund Balance Utilized.....</b>	\$ 20,746	\$ 20,746	\$ 25,723	\$ 25,723	\$ 16,413	\$ 16,413	\$ 16,707	\$ 16,707	\$ 16,010	\$ 16,010
<b>Municipal Levy.....</b>	223,726	238,704	219,785	222,266	217,414	232,324	217,731	222,768	201,986	211,137
<b>Addition to School Tax Levy.....</b>	7,702	7,702	5,429	5,429	5,774	5,774	6,714	6,714	6,926	6,926
<b>Minimum Library Tax .....</b>	7,220	7,220	6,575	6,575	6,190	6,190	5,902	5,902	6,209	6,209
<b>Delinquent Taxes.....</b>	1,161	587	2,100	1,461	851	957	342	1,028	1,890	725
<b>Miscellaneous Revenue Anticipated:</b>										
Building Aid Allowance for Schools .....	5,659	5,926	4,569	4,569	4,709	4,709	5,476	5,476	5,649	5,649
Consolidated Municipal Property Tax Relief Aid .....	10,432	10,432	10,753	10,753	11,814	11,814	12,162	12,162	13,527	13,527
Miscellaneous .....	234,372	234,466	206,920	218,345	199,379	210,750	186,206	208,191	178,689	192,510
Energy Receipt Tax .....	53,092	53,092	53,092	53,092	52,031	52,031	51,683	51,683	50,318	50,318
Municipal Utilities Authority Franchise .....	20,000	20,000	19,000	19,000	14,500	14,500	13,000	13,000	12,500	12,500
Special Municipal Aid .....	-	-	-	-	-	-	-	-	-	-
<b>Total Miscellaneous Revenue Anticipated.....</b>	<u>323,555</u>	<u>323,916</u>	<u>294,334</u>	<u>305,759</u>	<u>282,433</u>	<u>293,804</u>	<u>268,527</u>	<u>290,512</u>	<u>260,683</u>	<u>274,504</u>
<b>Unanticipated Revenues (Non Budget)</b>	<u>-</u>	<u>2,905</u>	<u>-</u>	<u>1,185</u>	<u>-</u>	<u>2,013</u>	<u>-</u>	<u>1,699</u>	<u>-</u>	<u>1,369</u>
<b>Total Revenues .....</b>	<u>\$584,110</u>	<u>\$601,780</u>	<u>\$553,940</u>	<u>\$568,398</u>	<u>\$ 529,075</u>	<u>\$ 545,512</u>	<u>\$ 515,923</u>	<u>\$ 545,329</u>	<u>\$ 493,704</u>	<u>\$ 516,880</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Financial Statement.

<sup>(1)</sup> Includes amendments to the budget subsequent to adoption, such as grant awards.



	Appropriations In Thousands				
	December <u>31, 2016</u>	December <u>31, 2015</u>	December <u>31, 2014</u>	December <u>31, 2013</u>	December <u>31, 2012</u>
<b>Operating Expenses</b>					
Salaries and Wages .....	\$ 229,957	\$ 216,605	\$ 213,570	\$ 198,098	\$ 190,700
Pensions .....	58,290	51,059	48,948	51,184	49,374
Health Benefits .....	107,158	78,578	75,556	75,014	77,483
Deferred Charges .....	8,427	8,983	8,074	22,609	5,810
Other Expenses .....	96,407	131,090	116,251	113,279	121,014
Reserve for Uncollected Taxes	<u>3,847</u>	<u>3,500</u>	<u>1,847</u>	<u>1,528</u>	<u>3,760</u>
Total .....	504,086	489,815	<u>464,246</u>	<u>461,712</u>	<u>448,141</u>
Capital Debt Service .....	62,034	50,321	45,431	51,691	42,426
School Debt Service .....	13,361	9,999	10,484	12,190	12,575
Tax Refunds and Operational Debt Service <sup>(1)</sup>	<u>4,629</u>	<u>11,528</u>	<u>14,295</u>	<u>7,013</u>	<u>13,175</u>
Total .....	<u>\$ 584,110</u>	<u>\$ 561,663</u>	<u>\$ 534,456</u>	<u>\$ 532,605</u>	<u>\$ 516,317</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statements.

<sup>(1)</sup> Represents payments for bonds issued by prior administrations to finance operating deficits and refunds of past property tax over-charges.

**Statement of Operations and Changes in Fund Balance In Thousands**

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
<b>Revenue and Other Income Realized:</b>					
Fund Balance Utilized.....	\$ 20,746	\$ 25,723	\$ 16,413	\$ 16,707	\$ 16,010
Miscellaneous Revenue Anticipated.....	338,838	305,759	293,804	290,512	274,503
Current Year Taxes.....	470,782	452,048	446,147	440,629	427,104
Delinquent Taxes.....	587	1,461	957	1,028	725
Non-Budget Revenue.....	2,905	1,185	2,013	1,699	1,369
Other Credits to Income:					
Unexpended Balance of Appropriations Reserves.....	13,972	7,569	8,105	4,674	11,482
Cancellation of Reserves.....	-0-	468	4,616	1,477	918
Cancellation of Contracts Payable & Checks.....	1,395	1,711	591	1,032	293
Miscellaneous.....	13,391	5.80	104	691	434
Interfunds Liquidated.....	311	246	5,392	214	30
Total Revenue and Other Income Realized.....	<u>865,926</u>	<u>796,750</u>	<u>778,142</u>	<u>758,661</u>	<u>732,868</u>
<b>Expenditures:</b>					
Budget and Emergency Appropriations:					
Appropriations Within "CAP" Operations:					
Salaries and Wages.....	228,897	216,603	213,570	198,098	190,670
Other Expenses.....	160,850	179,688	153,234	159,532	165,760
Deferred Charges and Statutory Expenditures.....	56,519	51,059	48,948	51,184	49,374
Appropriations Excluded from "CAP" Operations:					
Salaries and Wages.....			-	-	-
Other Expenses.....	44,344	29,949	37,573	35,782	32,040
Capital Improvements.....	1,200	314	1,000	600	1,341
Municipal Debt Service.....	66,663	61,809	59,726	58,705	54,978
Deferred Charges -- Municipal.....	8,427	8,983	8,074	14,988	5,810
Local School District Purposes.....	13,381	9,756	10,484	12,190	12,575
Reserve for Uncollected Taxes.....	3,847	3,500	1,847	1,528	3,760
School Taxes.....	113,283	111,062	109,149	107,392	105,403
County Taxes.....	117,725	105,866	102,513	97,853	97,428
Amount Due County on Added & Omitted Taxes.....	1,071	851	2,160	-	-
Miscellaneous.....	1,033	4,702	3,911	8,304	5,569
Interfunds Created.....	41	311	246	96	214
Total Expenditures.....	<u>817,281</u>	<u>784,455</u>	<u>752,435</u>	<u>746,251</u>	<u>724,922</u>
Excess (Deficit) in Revenue.....	48,645	12,295	25,707	12,410	7,946
Adjustments to Income before Fund Balance:					
Special Emergency Authorization Storm Sandy Over expenditure of Appropriations.....					16,000
Expenditures included above which are by Statute.....			-	-	7,620
Deferred Charges to Budget of Succeeding Year:			606	-	
Special Emergency Appropriations.....		8,000			
Revaluation of Properties.....			-	-	-
Contractual Severance Liabilities.....			7,500	9,500	-
Excess in Operations After Adjustment.....	48,645	20,295	33,813	21,910	31,566
Fund Balance Beginning of Year.....	<u>50,705</u>	<u>56,133</u>	<u>38,734</u>	<u>33,531</u>	<u>17,975</u>
Amount Utilized as Anticipated Revenue.....	99,351	76,428	72,547	55,441	49,541
Fund Balance, End of Year.....	<u>20,746</u>	<u>25,723</u>	<u>16,413</u>	<u>16,707</u>	<u>16,010</u>
	<u>\$78,605</u>	<u>\$50,705</u>	<u>\$ 56,134</u>	<u>\$ 38,734</u>	<u>\$ 33,531</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statements.

## CITY REVENUES

### Overview

The City derives its revenues from a variety of local taxes, user charges and miscellaneous revenues, as well as from Federal and State unrestricted and categorical grants. Local revenues provided approximately 8% of total revenues in Calendar Year 2016 while Federal and State aid, including unrestricted aid and categorical grants, provided 11.6%. A discussion of the City's principal revenue sources follows.

### Cash Flow Management

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

### Real Estate Tax

The real estate tax, the single largest source of the City's local revenues, is the primary source of funds for the City's Current Fund. The City derived approximately 39.86% of its total revenues for Calendar Year 2016 from the City's portion of the real estate tax.

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

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

<u>Year</u>	<u>Total</u>	<u>Municipal<sup>(1)</sup></u>	<u>Percent of Total</u>	<u>County</u>	<u>Percent of Total</u>	<u>County Open Space Tax</u>	<u>Percent of Total</u>	<u>School</u>	<u>Percent of Total</u>
2016	\$77.01	\$37.83	49.12%	18.96	24.62%	\$0.36	0.47%	\$19.86	25.79%
2015	74.82	37.73	50.43%	17.49	23.38%	0.17	0.23%	19.43	25.97%
2014	74.34	37.68	50.69%	17.12	23.03%	0.17	0.23%	19.37	26.06%
2013	74.66	38.45	51.50%	16.51	22.11%	0.07	0.09%	19.63	26.29%
2012	71.84	35.85	49.90%	16.33	22.73%	0.32	0.45%	19.34	26.92%

<sup>(1)</sup> Includes library tax

Source: Derived from the County Board of Taxation Certification

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

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

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

**Equalization Rate and Tax Collection Rates**

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

**Assessed Valuations**

<u>Year</u>	<u>Land</u>	<u>Improvements</u>	<u>Land and Improvements<sup>(1)</sup></u>	<u>Personal Property</u>	<u>Net Valuation Taxable<sup>(2)</sup></u>	<u>Equalization Ratio</u>	<u>Equalized Valuation of Taxable Real Property</u>
2016	\$1,655,155,703	\$4,493,719,645	\$6,148,875,348	\$17,185,090	\$6,093,045,338	27.63	\$22,375,519,222
2015	1,578,755,314	4,401,341,030	5,980,096,344	17,672,253	5,997,768,597	30.02	20,246,400,032
2014	1,548,586,503	4,430,998,768	5,916,171,471	16,605,073	5,932,776,544	30.02	19,707,433,281
2013	1,503,278,191	4,362,050,129	5,795,484,581	19,086,697	5,814,571,278	31.24	18,570,573,832
2012	1,500,089,405	4,376,448,593	5,786,339,559	21,453,769	5,807,793,328	32.72	17,705,865,624
2011	1,515,126,836	4,442,100,557	5,834,023,804	19,573,239	5,853,597,043	31.35	18,628,899,568
2010	1,528,404,530	4,492,765,836	5,874,234,666	16,691,940	5,890,926,606	29.43	19,976,714,590

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

<sup>(1)</sup> Includes partial exemptions and abatements.

<sup>(2)</sup> Excludes properties exempt from real property taxes.

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

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

The following table sets forth the amount of taxes levied in each year and the amount and percentage of such levy collected or canceled. In addition, the table sets forth the amount and percentage of delinquent taxes from all prior years collected in a particular year, the amount transferred to tax lien, the tax lien balance, and the value of foreclosed property acquired by the City. The tax collection rate in the Calendar Year ending December 31, 2016 was 98.70%.

**Analysis of Real Estate Tax Billings and Collections**

<b><u>Tax Billings</u></b>	<b><u>December 31, 2016</u></b>	<b><u>December 31, 2015</u></b>	<b><u>December 31, 2014</u></b>	<b><u>December 31, 2013</u></b>	<b><u>December 31, 2012</u></b>
Municipal <sup>(1)</sup>	\$241,000,084	\$229,124,333	\$230,850,029	\$230,843,162	\$210,197,174
School	113,282,750	116,490,978	114,923,807	114,105,988	112,329,149
County	<u>118,795,203</u>	<u>106,716,687</u>	<u>104,672,969</u>	<u>97,852,919</u>	<u>97,428,307</u>
<b>Total Billings</b>	<b><u>\$473,078,037</u></b>	<b><u>\$452,331,998</u></b>	<b><u>\$450,446,805</u></b>	<b><u>\$442,802,069</u></b>	<b><u>\$419,954,630</u></b>
Taxes Collected	466,934,181	448,547,898	444,300,251	439,100,320	416,731,470
Percent Collected	98.70%	99.16%	98.64%	99.16%	99.23%
Taxes Canceled or Remitted	4,639,135	3,316,205	6,720,278	2,606,875	603,231
Delinquent Taxes Collected, Including Liens	586,858	1,461,339	912,146	1,027,576	2,180,348
Total Current and Delinquent Collected	467,521,039	451,864,103	445,212,397	440,127,896	418,911,818
Percent Collected <sup>(2)</sup>	98.83%	99.89%	98.84%	99.40%	99.75%
Delinquent Tax Balance Current Year	1,504,721	467,897	715,416	201,344	270,070
Prior Year's Tax Balance	2,760,607	3,660,742	2,768,273	2,566,929	2,379,507
Taxes Receivable Balance Transferred to Tax Title Liens	4,265,328	3,125,278	3,660,742	2,632,909	2,649,577
Current Year	-0-	265,880	39,202	65,980	16,399
Tax Title Lien Balance	37,154	659,482	422,969	326,028	114,206
Foreclosed Property Balance	1,455,500	1,680,900	1,455,500	1,591,500	1,652,600

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and the 2016 Unaudited Annual Financial Statements.

(1) Includes Minimum Library Tax of \$7,220,380 for 2016, \$6,574,673 for 2015, \$6,190,185 for 2014, \$5,901,949 for 2013 and \$6,209,626 for 2012.

(2) Includes receipts and balances of current taxes, delinquent taxes and tax title liens.

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

### Ten Largest Assessed Valuations in the City

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

#### Tax-Exempt Properties

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

#### Tax-Exempt Properties in the City

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

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

#### Properties in Tax Abatement

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

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

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

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

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

<u>Year Ending</u>	<u>PILOT Revenue</u>
December 31, 2016	\$137,388,598
December 31, 2015	130,861,698
December 31, 2014	121,966,019
December 31, 2013	122,615,865
December 31, 2012	115,715,886

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statements.

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

Listed below are the five entities which were responsible for the highest PILOT payments in Calendar Year 2016.

**Five Largest PILOT Payers**

<u>Name</u>	<u>Calendar Year Payment Amount</u>
K. Hovanian@77 Hudson Street	\$5,127,958.88
Vector 1	4,487,422.52
GSJC 30 Hudson Street UR	4,432,741.21
Port Liberte II	4,009,345.30
Cali Harbor Plaza	3,731,479.14
<b>TOTAL</b>	<b><u>\$21,788,947.05</u></b>

Source: Derived from the Calendar Year 2016 Unaudited Annual Financial Statement of the City.

## Delinquent Taxes

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

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

### Delinquent Taxes and Tax Title Liens

<u>Year Ending</u>	<u>Balance of Delinquent Taxes at Start of Year</u>	<u>Budgeted Amount of Delinquent Taxes to Be Collected</u>	<u>Percent of Delinquent Taxes Budgeted to be Collected</u>	<u>Amount of Delinquent Taxes Collected</u>	<u>Percent of Delinquent Taxes Collected</u>
December 31, 2016	\$3,784,760	\$1,160,785	30.67%	\$586,859	15.51%
December 31, 2015	3,125,278	2,100,000	0.67%	1,461,339	0.47%
December 31, 2014	2,768,273	851,494	0.31%	912,146	0.33%
December 31, 2013	2,649,577	342,386	0.13%	1,027,577	0.39%
December 31, 2012	2,751,621	1,889,554	0.69%	725,068	0.26%

Source: Derived from the Calendar Year 2016 Unaudited Financial Statement of the City.

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

## Property Tax Reform

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

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

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

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

## State Aid Programs

The State of New Jersey provides financial support to local governments and school systems through various programs aimed at reducing reliance on the local property tax base. As described below, the City received or receives (i) urban enterprise aid, (ii) aid on distributed tax and (iii) aid on State reimbursement for certain categories of taxpayers. The State maintains a variety of smaller programs of grants-in-aid to municipalities in such fields as housing,



neighborhood preservation, health, and social services, and has assumed funding of other programs previously financed by the City, thereby relieving the City from funding such costly programs. The City is allowed a credit for certain administrative charges under Federal programs.

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

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

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

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

**State Aid to Jersey City**

	<u>December</u> <u>31, 2016</u>	<u>December</u> <u>31, 2015</u>	<u>December</u> <u>31, 2014</u>	<u>December</u> <u>31, 2013</u>	<u>December</u> <u>31, 2012</u>
Urban Enterprise Zone Funds	\$ -	\$ -	\$ -	\$ 501,725	\$ 2,010,808
Energy Receipt Tax	53,091,740	53,091,740	52,031,160	51,682,679	50,317,698
Building Aid Allowance for School <sup>(2)</sup>	5,926,086	4,569,847	4,709,375	5,475,816	5,648,572
Consolidated Municipal Property Tax Relief Act	<u>10,431,997</u>	<u>10,752,945</u>	<u>11,813,525</u>	<u>12,162,006</u>	<u>13,526,987</u>
<b>TOTALS:</b>	<u>\$69,465,660</u>	<u>\$68,430,369</u>	<u>\$ 68,554,060</u>	<u>\$ 69,822,226</u>	<u>\$ 71,504,065</u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statement.

<sup>(1)</sup> Supplemental School Tax Relief allows state-operated schools to reduce the tax levy for school purposes.

**Tax Exemption Reimbursement.** The State reimburses municipalities for the full cost of mandated property tax deductions and exemptions for certain categories of taxpayers. The State reimbursed the City for

seniors/veterans/disabled citizens for the calendar years ending December 31, 2012, December 31, 2013, December 31, 2014, December 31, 2015 and December 31, 2016, \$708,973, \$653,544, \$408,960, \$516,989 and \$401,802, respectively.

### **Summary of State/Federal Aid to School Districts**

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

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

### **The Quality Education Act of 1990**

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

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

### **Comprehensive Educational Improvement and Financing Act of 1996**

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

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

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

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

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

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

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

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

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

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

districts. CEIFA was not held unconstitutional as applied to the non-special needs districts. The School District is not a special needs district.

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

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

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

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

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

### **Summary of Federal Aid to School Districts**

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

## **Welfare**

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

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

## **Transit**

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

## **Higher Education**

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

## **Medical Care Services**

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

## **CITY EXPENDITURES**

The City has historically spent the largest percentage of its operating budget on public safety and statutory expenditures. For Calendar Year 2016, appropriations for public safety personnel equaled 31.65% of the budget and statutory expenditures were 10% of the budget as adopted. The remaining 58.35% of the municipal budget was appropriated for the legal, financial and administrative management of the City, and the provision of public works, human resources, recreation and housing and development services and programs.

## **CAPITAL IMPROVEMENT PROGRAM**

The City maintains and continuously reviews a six-year program for capital improvements. Priority within the program is given to the maintenance of the existing infrastructure, to completion of projects under construction and to projects deemed necessary to the economic strength of the City. For the calendar years 2016 to 2021, inclusive, the City expects to appropriate approximately \$25 to \$35 million annually for capital projects for the City. The City anticipates the funding of these projects to be provided through the future sale of notes or bonds and grant programs.

Major projects of the general capital program of the City for the calendar years 2016 to 2021, inclusive, are: acquisition of new fire apparatus and public works equipment and machinery; continued development of recreation facilities building reconstruction; acquisition and installation of new computer systems; street resurfacing and widening; construction of a new police precinct building; cleaning and re-lining the City's 150-year-old aqueduct system; improvements to public libraries; bridge improvements; and sewer reconstruction. The City estimates that its funding

needs to meet general capital improvement program objectives (excluding water utility payments) for the six-year period will be \$205 million. The City is also making major infrastructure improvements, including the construction of new water and sewer lines and roads in connection with major development projects in the City. See "CITY ECONOMIC AND DEMOGRAPHIC INFORMATION" and "ECONOMIC DEVELOPMENT" herein. Many of these projects will be financed primarily through direct developer contributions or local improvement assessments.

## THE WATER SYSTEM

### Background

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

### General Description

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

United Water is responsible for the full operation of the Water System under a contract with the MUA expiring March 31, 2018, and currently bills all of the users of the Water System. The City has estimated that economic benefits will be derived from the privatization of the operation of the Water System over the term of the contract with United Water (which ends in 2018) due to the sale of excess water to United Water, anticipated savings in costs of operations, anticipated increases in revenues from the Water System due to repairs of leaking pipes, and improvements in billing and collection. Upon expiration of the current contract with United Water, it is expected that the Authority will use its resources and personnel to operate the Water System or enter into a similar short-term private operating agreement. The Authority does not expect that, after the expiration of the operating contract with United Water, the cost to the Authority of either operating the Water System or entering into a similar short-term operating agreement will be significantly greater than the annual service fee currently paid by the MUA to United Water.

### Water Rate Covenant

Under the terms of the Water System Service Contract, the Authority has covenanted to make, impose, charge and collect Water Service Charges in each fiscal year in accordance with the provisions of the Act so that Water Revenues for each fiscal year will be at least sufficient to pay (a) Water Operating Expenses in such fiscal year, (b) all interest on and principal of all Water Bonds and the City Water Bonds (as defined in the Water System Service Contract) as the same shall become due and payable without recourse to or withdrawal from the Water Bond Reserve Fund, (c)

payments to the City required under the Water System Service Contract, and (d) all other amounts that are required to be paid pursuant to the Water System Service Contract. Water Revenues include any excess sewer revenues anticipated to be available for deposit in the Water Revenue Fund established by the Water System Service Contract.

**PENSION FINANCING**

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

**State Plans**

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

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

**City Plans**

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

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

	<b>December 31, 2016</b>	<b>December 31, 2017</b>
Normal Contribution <sup>(1)</sup>	\$ 1,667,756	\$ 1,734,467
Accrued Liability contribution	<u>7,173,577</u>	<u>7,459,249</u>
Total contribution	<u>\$ 8,841,333</u>	<u>\$ 9,193,716</u>

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

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

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

Series 2003A dated January 15, 2003 (Federally Taxable) and \$17,456,000 Pension Obligation Refunding Bonds Series 2003B dated March 15, 2003 (Federally Taxable).

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

**City Contributions to Employee Pensions**

	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
<b>State of New Jersey</b>					
Public Employees' Retirement System	\$3,796,490	\$2,767,829	\$2,157,151	\$2,483,300	\$2,526,878
Consolidated Police and Firemen's Pension Fund	58,994	46,592	46,544	167,303	167,303
Police and Firemen's Retirement System of New Jersey	38,097,772	34,790,479	33,941,159	34,982,452	33,343,616
<b>City of Jersey City</b>					
Municipal Employees' Pension Fund	8,841,332	7,782,323	7,500,558	8,413,998	8,090,382
Employees Non-Contributory Pension (R.S. 43:8 B-1)	260,000	246,020	220,800	225,000	225,000
Pensioned Employees (R.S. 43:4-1)	59,735	65,000	69,600	72,000	72,000
Payments to Widows & Dependents-Members of Police & Fire Depts.	<u>779</u>	<u>780</u>	<u>720</u>	<u>720</u>	<u>720</u>
<b>TOTAL</b>	<u><b>\$51,115,102</b></u>	<u><b>\$45,699,023</b></u>	<u><b>\$43,936,532</b></u>	<u><b>\$ 6,344,773</b></u>	<u><b>\$44,425,899</b></u>

Source: Derived from the Calendar Year 2012-2015 Audited Financial Statements of the City and 2016 Unaudited Annual Financial Statements.

**Post-Employment Benefits**

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

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

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



## INSURANCE

### Insurance Fund Commission

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

## LITIGATION

### General

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

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

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

### Pending Litigation

The following information has been compiled as of April 2017. The cases listed below have a potential monetary exposure in excess of \$500,000.00.

#### Valerie Montone v. Jersey City Police Department et al.

This federal lawsuit involves allegations by a retired police sergeant that the defendants (former Mayor Healy and former Chief of Police Troy) did not promote her because of her political affiliation and gender. This matter has been litigated in state and federal court. After discovery, summary judgment was granted to the Jersey City defendants on both the state and federal causes of action; however, the plaintiff appealed the matter to the Third Circuit Court of Appeals. The Third Circuit reversed the district courts holding and remanded the matter to the lower court. Although the reversal of the order for summary judgment is a setback, the defendants are prepared to defend this lawsuit on the merits. Recently, at a conference before the Federal trial judge, the plaintiff's attorney made an "informal" demand, \$5,000,000 to settle. Thus, there is a significant monetary exposure for economic damages and attorney fees. Retired Judge Faith Hochberg is currently mediating the matter. If the matter does not settle, a trial date will be set.

#### Astriab et al v. City of Jersey City.

This lawsuit is the companion case to Montone matter. In this case, eight other sergeants allege that because Montone was wrongfully not promoted to Lieutenant, they could not be promoted since they were behind her on the promotion list. With regard to damages, they claim they are entitled to the difference in pay and benefits between what

they would have received if they had been promoted and what they actually have received, including pay, benefits and pension contributions/value. These claimed damages continue to accrue as the case proceeds. This matter has the same procedural history as Montone case. Although the Summary Judgment obtained in this case was reversed, the defendants maintain that the defenses to the plaintiffs' claims are viable and the case will be defended on its merits. The plaintiffs also claim attorney fees and back pay. If they prevail, the combined award could exceed \$1,000,000.00.

212 Marin Blvd. v. City of Jersey City (Sixth Street Embankment cases).

Various lawsuits brought by several entities regarding the property known as the Sixth Street Embankment. The alleged owners contend that the City has interfered with their development rights and violated their constitutional rights. These matters have been pending for several years despite numerous attempts to achieve a settlement. The City continues to defend against all claims.

Realty Appraisal v. City of Jersey City.

Plaintiff alleges that the City unlawfully terminated a contract to conduct a citywide property revaluation. The City lost the bench trial. The City has filed an appeal. If the appeal is unsuccessful, the City owes more than \$1,000,000.00 in damages for services performed and lost profit.

Bruno v. City of Jersey City.

This matter involves claims for wrongful death and personal injury. Plaintiffs allege in their complaints that on July 27, 2012, co-defendant Frederico Bruno illegally entered their apartment located at 110-112 Rutgers Avenue, Jersey City. Mr. Bruno waited for Ms. Figueroa, Ms. Calderon and infant Damien Rose Bruno to arrive. Upon their arrival, Mr. Bruno violently attacked plaintiffs resulting in the death of Damien Rose Bruno, and bodily injuries to Ms. Figueroa and Ms. Calderon. Plaintiffs allege that the day before incident, Bruno appeared at a Jersey City police station to inquire about any open arrest warrants. Plaintiffs allege that Bruno had open warrants at the time, but was not detained. Plaintiffs allege that the Police Department failed to enforce the restraining order or act on the outstanding warrant. The trial is scheduled for June 24, 2017. Plaintiffs demand is \$12,000,000.

Mays v City of Jersey City.

Plaintiff, the City's Deputy Tax Assessor, has brought a claim in federal court for race discrimination and retaliation. She also alleges a whistleblower claim under CEPA. Discovery is ongoing. Written discovery is complete, plaintiff has been deposed, and plaintiff's counsel has deposed approximately ten defense witnesses. If plaintiff is able to prove her claims at trial, she could obtain an award between \$200,000 - \$300,000 for her severe emotional distress, as well as an attorneys' fees award between \$250,000 - \$300,000.

Anglin et al v. Jersey City Fire Dispatch.

Plaintiffs are the Administrators of the Estates of four decedents who died in a house fire, and five relatives who claim emotional distress damages from perceiving the death of their family members in the fire. In the lawsuit, they claim that a City dispatcher sent the firefighters to the wrong address resulting in the deaths. The City has asserted various immunities and the plaintiffs contend that they have overcome the bar of the immunities. Discovery is in the preliminary states. Exposure could surpass \$1,000,000.

MEPT v. City of Jersey City, et al.

In 2009, the City of Jersey City entered into financial agreements with MEPT Journal Square, LLC, MEPT Journal Square Tower North Urban Renewal, LLC, and MEPT Journal Square Tower South Urban Renewal, LLC (collectively the "Plaintiffs") for long term tax abatements (30 years) for the development of certain real property. The agreements were entered into pursuant to the appropriate ordinance and resolution. Plaintiffs agreed to and made a contribution to the City's Affordable Housing Trust Fund (\$710,769). Plaintiffs also entered into a Prepayment and Contribution Agreement under which the Plaintiffs agreed to and did prepay a certain amount of money (\$2 million) that was to be credited against the service charges to be collected over the first four years following completion of construction of their projects. Approximately six years after the financial agreements were executed, Plaintiffs

abandoned this project and sold the property. Indeed, the Plaintiffs failed to develop the property as originally intended. In 2015, Plaintiffs filed this declaratory action seeking the refund of the prepayment and the Affordable Housing Trust Fund payment for a total sum of \$2,710,769. On December 4, 2015, Plaintiffs moved for a summary proceeding for a declaratory judgment under N.J.S.A. 2A:16-50 in order to have all monies refunded to them. On October 4, 2016, the court entered an order of judgment in favor of the Plaintiffs directing the City to pay \$2,710,769 to Plaintiffs. Shortly thereafter, the City moved for reconsideration of the court's order and this motion was denied. The City filed a notice of appeal, which is currently pending. The City also filed a motion to stay the enforcement of the October 4 order pending the appeal. The motion for a stay is currently pending.

Wriedan v. City of Jersey City et al.

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

Pych et al. v. City of Jersey City et al.

On December 31, 2013, the Plaintiffs' decedent drowned as a result of him losing control of his motor vehicle which became submerged in the waters of the Morris Canal. Plaintiffs allege that the accident occurred on dangerous property owned, controlled or maintained by the City. The City contends that the accident occurred on privately owned property. Discovery is ongoing. If the City is unsuccessful, exposure for the wrongful death and survivorship claim could exceed \$500,000.

D'Onofrio v. City of Jersey City, et al.

The plaintiffs' decedent was struck and killed by a vehicle while crossing Baldwin Avenue. Plaintiffs claim that there was a nonfunctioning street light in the area that contributed to the accident. The City contends that the accident occurred as a result the negligence of the decedent and co-defendant. If plaintiff prevails, exposure could surpass \$500,000.

Estate of Lavon King v. City of Jersey City, et al.

In this matter, a Jersey City police officer fatally shot decedent after he tried to disarm the officer. Plaintiffs contend that the officer unnecessarily used excessive force in violation of the decedent's constitutional rights. The City contends that the officer used reasonable force. If plaintiff succeeds, exposure could surpass \$500,000.

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

During the calendar years 2012 through 2016, the City paid the following amounts in judgments and settlements:

<u>Year</u>	<u>Amount Paid*</u>
CY 2016	\$2,348,280
CY 2015	1,181,928
CY 2014	1,460,362
CY 2013	494,286
CY 2012	324,735

\*Source: Jersey City Insurance Fund Commission

## Environmental Issues

There are many privately and governmentally owned parcels of real estate in the City containing various levels of environmental contaminants. With respect to privately owned real estate, the City, State and Federal health and safety officers have undertaken and continue to compel compliance by the owners with the existing regulations. The City aggressively uses its building inspectors and health officers to monitor and compel abatement of harmful environmental hazards. With respect to environmental contamination which does not pose an immediate or substantial public safety or health issue, the City is increasingly using local business incentives to stimulate previously dormant property for conversion to useful economic initiatives including the removal of environmental contaminants. The City itself monitors its own real estate and has undertaken and is currently performing building and facility improvement programs to remove all violations of Federal, State and City environmental regulations.

## CITY ECONOMIC AND DEMOGRAPHIC INFORMATION

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

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

## Population

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

### Population Trend (Calendar Year)

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

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

**School Enrollment**

**Average Daily Enrollment**

<u>Fiscal Year</u>	<u>Student Enrollment</u>	<u>Percent Change</u>
2016-2017	27,672	-.44%
2015-2016	27,794	-2.75%
2014-2015	28,562	-4.50
2013-2014	29,909	4.50
2012-2013	28,621	2.65
2011-2012	27,886	-0.50

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

**Residential Dwelling Units**

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

**Housing Characteristics**

Owner Occupied	28,888
Total Units.....	110,140

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

**Employment**

**Labor Force - The City of Jersey City**

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

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

**Overview of Jersey City**

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

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

Waterway Ferries, or the Holland Tunnel. An expansive above-ground light rail system that opened in April of 2000 connects Jersey City to neighboring municipalities.

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

### Employment

From January to December of 2015 Jersey City's unemployment dropped from 6.0% to 5.3%. The significant unemployment rate decrease is due to several large firms either relocating to Jersey City or expanding current operations within existing Jersey City facilities. JPMorgan Chase, RBC, Forbes, Imperial Bag, Nautica, and Ahold are some of the largest companies relocating or expanding Jersey City operations. Jersey City has also seen an increase in construction jobs with more than 4,000 jobs recently started or planned as part of approved upcoming projects.

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

#### Largest Private Employers in Jersey City\*

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

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

### Tourism

Tourism is a growing industry for Jersey City with three new hotels (700 new hotel rooms) under construction. While Liberty State Park, Liberty National Golf Course, Ellis Island, and the Statue of Liberty attract millions of visitors each year, in 2014, Jersey City proudly hosted the Seattle Seahawks and Denver Broncos, their families, and many of

their fans for the week leading up to the Super Bowl. Jersey City is also home to one of the largest 4<sup>th</sup> of July fireworks displays in the country.

### **Higher Education**

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

Sources: Saint Peter's University Website: [www.saintpeters.edu](http://www.saintpeters.edu);  
New Jersey City University Website: [www.njcu.edu](http://www.njcu.edu);  
Hudson County Community College Website: [www.hccc.edu](http://www.hccc.edu)

### **Healthcare**

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

### **Economic Incentives**

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

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

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

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

### **The Hudson River Waterfront**

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

Since the early 1980's, more than 18 million square feet of office space, and over 18,000 new residential units, and five hotels providing nearly 1,500 rooms have been completed. Redevelopment of the waterfront and nearby

neighborhoods has been brisk, accelerating with the construction and opening of the Hudson Bergen Light Rail system. Plans for the redevelopment of formerly industrial land along Jersey City's waterfront currently include as much as 30 million square feet of office space and more than 35,000 new residential units.

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

### **The Hackensack River Waterfront**

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

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

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

### **Journal Square**

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

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



Contemporary, and a variety of community groups) and ACE Theatrical Group, the premiere theatre restoration company in the country, is planned to manage the construction and renovation of the facility.

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

### **Transportation Improvements and Funding**

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

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

- FY 2008-2009 Subregional Study Program grant for Update to the Circulation Element of the Jersey City Master Plan in the amount of \$250,000;
- FY 2010 – 2011 Subregional Study Program Grant co-sponsored with Hudson County for a Study to improve transportation connections between the Cities of Hoboken and Jersey City in the amount of \$300,000;
- FY 2012-2013 Subregional Study Program grant for the Liberty State Park Circulator Cost-Benefit Analysis in the amount of \$220,000;
- FY 2012-2013 Subregional Study Program grant for the Morris Canal Greenway Plan in the amount of \$220,000; and
- FY 2012-2013 Subregional Study Program grant co-sponsored with Hudson County for The Jersey City/Journal Square/Bayonne Bus Rapid Transit Study in the amount of \$250,000.

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

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

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

### **Miscellaneous Infrastructure Improvements and Public Amenities**

- The Exchange Place PATH station was renovated in 1990 at a cost of \$65,000,000. The PATH provides a 3-minute ride from Exchange Place to the World Trade Center Station. The Port Authority's \$1.3 billion project to replace PATH's entire 340 car fleet and to overhaul the PATH signal system thereby enabling a significant increase in the number of train movements while improving on-time performance and efficiency is underway, with the entire rolling stock upgraded between 2008 and 2012 and signal system enhancements still underway.
- The \$1 billion Hudson Bergen Light Rail Transit System (HBLR) launched operation on April 15, 2000. Since then ridership has steadily grown as the system expands further north and south. It now connects with Hoboken's Lackawanna Station, which is adjacent to Jersey City and is a hub for regional commuter train service. It also now connects to a new Park & Ride station on Tonnel Avenue in North Bergen that attracts commuters from Bergen County and other North Jersey locations, and which has been highly successful. Direct service is provided between the Park & Ride and the Jersey City waterfront employment center. A new

extension to 8<sup>th</sup> Street in Bayonne opened in January 2011. Hudson County and Bergen County municipalities have urged NJTransit to expand the HBLR into Bergen County, with all municipalities with current or potential HBLR infrastructure passing resolutions in favor of this plan.

- Ferry service connects the Exchange Place/Paulus Hook, Hudson Exchange, Port Liberté and Liberty Harbor North areas to lower Manhattan, and also connects Exchange Place/Paulus Hook to 39<sup>th</sup> Street in Manhattan.
- The City has completed its renovations of the Owen Grundy Pier Park at the foot of Exchange Place. This is one of several significant public spaces that exist along the Jersey City Waterfront.
- The Hudson River Waterfront Walkway is advancing toward completion along the waterfront as development of properties adjacent to the waterfront continues. It is now possible to walk from the Goldman-Sachs tower at the south eastern corner of Paulus Hook and Downtown to the Newport area and into Hoboken. The Newport Walkway now connects to Hoboken at the Hoboken Train Station and Newport Associates Development Co. has completed “Newport Green” a Waterfront park at Fourteenth Street. The development of Veterans Park will include the critical portion of the waterfront walkway at the park’s edges along the Hudson River and the Morris Canal.
- New Jersey Department of Transportation is in the process of the reconstruction of the 12<sup>th</sup> and 14<sup>th</sup> Street viaducts from Route 139 to Jersey Avenue. The next phase will be the reconstruction of Route 139. NJ DOT is planning to construct a new Wittpenn Bridge over the Hackensack River and a new St. Pauls Avenue Viaduct that will link the bridge to Route 139, Tonnelle Avenue, Route 1&9 Truck, and a proposed new road parallel to Tonnelle Avenue. NJDOT is also planning to build a bridge on Jersey Avenue across the Morris Canal to allow easier travel from downtown Jersey City into Liberty State Park, Bergen Lafayette, and other parts of the city. Currently only a small foot bridge exists.
- Capital Improvement, Federal Grant, and UEZ Funding have been pooled to finance the re-surfacing and beautification of Christopher Columbus Drive. This is the main and most visible travel route from the NJ Turnpike to downtown neighborhoods and the waterfront.
- Jersey City launched the CitiBike bike-share system in September 2015. Because CitiBike is the same system used in New York City, residents can now seamlessly integrate into the broader regional bike-share network across the Hudson River. As of March 2016, only six months after the programs launch, 75,000 rides had already been taken.

#### **Key districts and development areas within Jersey City**

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

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

**Liberty Industrial Park.** In January 1996 construction was completed by the New York Daily News of a new 410,000 square foot printing plant. The Daily News has moved both their Brooklyn and Kearny operations to this new facility. The project represents a \$180 million investment by the Daily News. Sysco Food Services of Metro New York has renovated the former Allied/Sterns building into 345,000 square feet of freezer/warehouse space. This project

provides over 500 jobs. The total project cost was \$25 million, \$ 8 million of which was provided through the City and HUD by a Section 108 Loan.

**Port Jersey/Greenville Yards.** On the southernmost portion of the waterfront, the Port Jersey Corporation has developed 3,000,000 square feet for industrial distribution buildings since assuming control of the urban renewal project in 1969. The Corporation has invested \$150 million to date. The Port Authority of New York and New Jersey has constructed an imported automobile facility on its 80-acre portion of Port Jersey and on 65 acres of the Greenville Yards. Iron Mountain Information Management has leased 123,000 square feet at 100 Harbor Drive, providing more than 100 full time jobs. In addition, Summit Import Corp. and Preferred Freezer Services have recently opened warehouse facilities in Greenville Yards. Preferred Freezer is also undertaking building a second new facility freezer. Keystone Properties constructed two warehouse facilities consisting of over 500,000 square feet of available warehouse space.

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

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

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

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

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

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

powerhouse into an entertainment destination for the waterfront. The Cordish Company plans to breathe life into the deteriorating power plant just as it has successfully done in the Baltimore Inner Harbor.

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

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

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

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

Existing Commercial/office building of Harborside are as follows:

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

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

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

cobblestone street leading to the park, rehabilitating some building, and replacing others. The blocks in the Hamilton Park historic district neighborhood are filled with classic row houses and lush, tree-lined streets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Monticello Avenue.** The Monticello Redevelopment Plan covers Monticello Avenue between Communipaw Avenue and Montgomery Street. It encompasses 19 blocks geographically located at the center of Jersey City. The goal

is to establish a historically preserved and revitalized neighborhood - a shopping district with a mix of retail, restaurant and service businesses, as well as arts-related venues and activities that reflect the diversity and strong sense of community that prevail in the area. The 12 unit "Rock Garden Plaza" and the 6 unit "120-122 Monticello Avenue" with approximately 7,000 square feet of childcare space on the ground floor, have been completed.

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

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

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

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

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

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

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

**APPENDIX B**

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



**APPENDIX C**  
**FORM OF BOND COUNSEL OPINION**

**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**EXHIBIT B**

## FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its \$9,700,000 Special Emergency Notes, Series 2017C (Federally Taxable) (the "Taxable Notes"), its \$4,000,000 Special Emergency Notes, Series 2017D (the "Special Emergency Notes") and its \$7,980,000 Bond Anticipation Notes, Series 2017E (the "Bond Anticipation Notes", and together with the Special Emergency Notes, the "Tax-Exempt Notes"). The Taxable Notes and the Tax-Exempt Notes are hereinafter collectively referred to as the "Notes". The Notes are being issued pursuant to ordinances and resolutions duly adopted by the Municipal Council. The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of New Jersey.

**SECTION 3. Reporting of Significant Events.**

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

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;
5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax-exempt status of the Notes;
7. modifications to rights of Noteholders, if material;
8. Note calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Notes, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or

similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

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

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

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

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

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

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

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

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

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

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

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

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

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of

liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

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

Date: \_\_\_\_\_, 2017

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

By: \_\_\_\_\_  
Donna L. Mauer, Chief Financial Officer



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

City Clerk File No. Res. 17-818

Agenda No. 10.C

Approved: OCT 25 2017

TITLE:

**RESOLUTION OF THE JERSEY CITY  
MUNICIPAL COUNCIL ACCEPTING THE BEST  
PRACTICES INVENTORY QUESTIONNAIRE**



**COUNCIL  
adoption of the following resolution:**

**offered and moved**

**WHEREAS**, the State's Fiscal Year 2018 Appropriations Act (P.L. 2017, c.99) requires municipalities to complete a Best Practices Inventory; and

**WHEREAS**, Local Finance Notice 2017-14 dated August 1, 2017 directs that the City of Jersey City must complete the Inventory and return it to the Division of Local Government Services by October 20, 2017; and;

**WHEREAS**, the Chief Financial Officer has coordinated with the Business Administrator to gather the necessary information needed to complete the Best Practices Inventory Questionnaire and have certified same; and

**WHEREAS**, the data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

**WHEREAS**, the results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act; and

**WHEREAS**, the Act requires the completed questionnaire be an agenda item for discussion at a Municipal Council meeting and the Municipal Clerk to certify to such; and

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City accepts the Best Practices Inventory Questionnaire as prepared by the Chief Financial Officer and Business Administrator.

APPROVED: *Rolando R. Lavarro, Jr.*

APPROVED AS TO LEGAL FORM  
*Robert Byrne*  
Corporation Counsel

APPROVED: *[Signature]*  
Business Administrator

Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
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 JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE**

**Initiator**

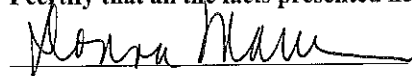
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	(201) 547-5990	Donnam@jcnj.org

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

**Resolution Purpose**

The results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act.

**I certify that all the facts presented herein are accurate.**



October 18, 2017

Best Practices Worksheet CY 2017/SFY2018

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments	
Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to <a href="mailto:contracts@perc.state.nj.us">contracts@perc.state.nj.us</a> . Has your municipality filed all current contracts with PERC?		
Yes	Has your municipality adopted a written vehicle use policy prohibiting personal use of municipal vehicles (except for commuting), and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? <b>Only answer "N/A" if your municipality does not have any municipally-owned vehicles.</b>		
Yes	Active monitoring management of a municipality's ratable base is fundamental to helping ensure fiscal stability. There should be communication with the municipal tax assessor to ensure that the municipality has sufficient time to factor potential exposure to tax appeal judgements into their budgetary planning. <u>Does your municipality have an established written policy requiring its tax assessor to notify the chief financial officer and the governing body of all tax appeals upon filing, but no later than June 1st each year?</u> The policy should, at minimum, require the assessor's report to break down by property class the number of pending appeals, the current assessed value, and the reduction in assessed value if all appeals were successful. If there are appeals for which complete information is unavailable as of June 1, those appeals should be reported as information becomes available. <b>Only answer "N/A" if your municipality is in Gloucester County (county assessor pilot program) or participates in the Monmouth County assessment demonstration program.</b>		

**Best Practices Worksheet CY 2017/SFY2018**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	<b>Answer</b>	<b>Question</b>	<b>Comments</b>
4	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
	Yes	The "Director's Ratio" (the average ratio of assessed to true market value) for each municipality as determined by the Director of the Division of Taxation, in the Table of Equalized Valuations promulgated annually pursuant to <u>N.J.S.A. 54:1-35.1</u> . A Director's Ratio of lower than 85 percent generally denotes lack of uniformity in assessments and indicates a need for revaluation. <u>N.J.A.C. 18:12A-1.14</u> . <u>If the ratio of assessed values to market values in your municipality is presently less than 85%, has your municipality at minimum awarded a contract for the updating of tax maps and earmarked funds in its budget for the hiring of relevant firms and/or professionals?</u>	
6	Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2017 that covers the 2016 calendar year?</u>	
7	Yes	While outside employment by municipal officials can sometimes be acceptable, it is imperative that no conflicts of interest impinge on municipal governance. Does your municipality have 1) an established documented process requiring department heads to submit notice of outside employment, and 2) upon receiving such notice, does your municipality have a documented process within its human resources function to determine whether or not a conflict of interest exists?	<b>Section 15 of the City's Policies &amp; Procedures Manual "Restrictions of other Employment"</b>

**Best Practices Worksheet CY 2017/SFY2018**

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments	
Yes	<p>Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of an authority is often appropriate, and many authorities successfully fulfill their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. N.J.S.A. 40A:5A-20 allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether their existing authorities 1) continue to serve the public interest, and 2) are more efficient than other potential alternatives in providing services and financing public facilities. <u>Within the past year, 1) has the above-referenced discussion appeared as a listed agenda item on a scheduled governing body meeting, and 2) do the findings and conclusion appear in publicly-available meeting minutes?</u> <b>Please identify the meeting date under "Comments".</b></p>	<p><b>Discussion of Municipal Utilities Authority - September 27, 2017</b></p>	
No	<p>Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. <u>Have all audit findings from the 2015 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2016 audit?</u> <b>If the answer is no, please list the repeat findings, along with the date the corrective action plan was submitted to DLGS, under Comments. Only answer "N/A" if there were no audit findings in 2015.</b></p>	<p><b>2015 Correction Action Plan was submitted on 11/30/16. CY 2016 Audit not completed.</b></p>	
Yes	<p>Payments In Lieu of Taxed (PILOTs) are often used as a tool for economic development. It is imperative that municipalities monitor PILOT agreements to ensure recipients complying with all agreement terms, including but not limited to timely payment and reporting. Does your municipality 1) have an official designated to monitor exemptions granted pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) and Five-Year Exemptions/ Abatements granted pursuant to N.J.S.A. 40A:21-1 et seq., and 2) have in place a documented process for ensuring compliance with the terms of each PILOT agreement?</p>	<p><b>Established the Office of Abatement and Compliance to monitor</b></p>	

**Best Practices Worksheet CY 2017/SFY2018**

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	No	N.J.S.A. 40A:5-4 requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of their fiscal year. Further, N.J.S.A. 40A:5-6 requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. <u>Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.</u>	
12	Yes	Pursuant to N.J.S.A. 40A: 2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. <u>Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?</u>	
	Yes	While the issuance and renewal of bond anticipation notes can be a reasonable and prudent financing mechanism, failing to take advantage of low interest rates on permanent financing can cause municipalities to incur unnecessary carrying costs and inflated costs of issuance. Has your municipality evaluated its outstanding bond anticipation notes and developed a strategy to move toward permanent financing?	

Best Practices Worksheet CY 2017/SFY2018

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments	
N/A	Pursuant to <u>N.J.S.A. 40A:11-25</u> , the Director of the Division of Local Government Services must approve all prequalification regulations enacted by contracting units subject to the Local Public Contracts Law. Prequalification requirements can be fixed according to experience, financial ability, capital, and equipment. Absent Director approval, bid prequalification regulations are of no force and effect and may not be required as a condition of bid acceptance on any public contract. Local Finance Notice 2016-12 goes into further detail concerning prequalification regulations under the Local Public Contracts Law. Is your municipality following the process set forth in <u>N.J.S.A. 40A:11-25</u> , including seeking Director approval prior to implementing and enforcing all prequalification regulations? <b>"N/A" is only applicable where the municipality has not adopted any prequalification regulations.</b>		
15 Yes	<u>N.J.A.C. 5:30-3.8(a)</u> requires that the introduced annual municipal budget incorporate a User-Friendly Budget section. Is your municipality providing the public with its introduced User-Friendly Budget at least one week prior to the date of the public hearing on adopting the annual budget?		
No	Unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u> , <u>N.J.S.A. 40A:4-5</u> requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and <u>N.J.S.A. 40A:4-10</u> requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). <u>Did your municipality introduce and adopt its current year budget no later than the dates provided by law or as extended by the Director in Local Finance Notice 2016-20?</u> <b>This question may only be answered N/A if your municipality is under State Supervision or if the Division instructed the municipality to delay budget adoption.</b>		

Best Practices Worksheet CY 2017/SFY2018

Jersey City City (Hudson)		
0906	Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments
17	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? <b>Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.</b>	
Yes	Is your municipality collecting at least the amount set forth by the Chapter 78 Grid for health benefit contributions (or 1.5% of base salary, whichever is greater) for all officers and employees?	
Yes	Payments for waivers filed before May 21, 2010, and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments lower than the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. <u>Does your municipality 1) refrain from paying waiver payments in excess of the statutory maximum; 2) deduct employee healthcare contribution obligations from the total premium cost when calculating waiver payments; and 3) refrain from incorporating healthcare waiver payments in any labor agreement?</u> "N/A" is only applicable where the municipality has a policy of not making payments in lieu of health benefits.	



**Best Practices Worksheet CY 2017/SFY2018**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
20	Yes	The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). Exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period. <u>Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?</u>	
	No	<u>For any employees covered by a collective bargaining agreement, has your municipality instituted a policy to not compensate said employees for sick leave accumulated after a certain date?</u> If such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining, your answer can be "N/A". If answering "N/A", the municipality must identify under "Comments" each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.	
22	Yes	Has your municipality instituted a written policy to not compensate non-union employees for sick leave accumulated after a certain date?	
23	Yes	Has your municipality adopted an ordinance, resolution, regulation or written policy eliminating longevity awards, bonuses or payments for non-union employees?	

Best Practices Worksheet CY 2017/SFY2018

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question	Comments	
Yes	For any employees covered by a collective bargaining agreement, has your municipality eliminated all longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing any longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "N/A" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. If answering "N/A", the municipality must identify under "Comments" each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.		
25	Yes	Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. <u>Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years? If yes, please provide in the Comments section the date of the meeting at which the personnel manual was adopted or updated.</u>	Resolution 16.578 - Approved: August 17, 2016

**Best Practices Worksheet CY 2017/SFY2018**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
<b>Answer</b>	<b>Question</b>		<b>Comments</b>
0	Select		
20	Yes		
4	No		
1	N/A		
25	<b>Total Answered:</b>		
21	Score (Yes + N/A)		
84%	Score %		
	<b>Chief Administrative Officer's Certification</b>		
	I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s)	
		<b>N-0625</b>	
	<b>Name &amp; Title</b>	<b>Date</b>	
	<b>Robert Kakoleski, Business Administrator</b>	<b>10/18/2017</b>	
	<b>Chief Financial Officer's Certification</b>		
	I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.	Certification #(s)	
		<b>N-0647</b>	
	<b>Name</b>	<b>Date</b>	
	<b>Donna Mauer</b>	<b>10/18/2017</b>	
	<b>Municipal Clerk's Certification</b>		
	I hereby certify that the Governing Body of the City of Jersey City in the County of		
	County of Hudson will discuss the CY 2017/SFY 2018 Best Practice Inventory as		
	completed herein at a public meeting on October 25, 2017, with the Inventory results, and the		
	certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to	Certification #(s)	
	be stated in the minutes of said public meeting.	<b>635</b>	
	<b>Name</b>	<b>Date</b>	
	<b>Robert Byrne</b>	<b>10/18/2017</b>	

**Best Practices Worksheet CY 2017/SFY2018**

<b>Jersey City City (Hudson)</b>		
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>	
<b>Answer</b>	<b>Question</b>	<b>Comments</b>
	Red = "Yes; "No"; "N/A answers permitted	
	Green = Only "Yes" and "No" answers permitted	
<b>Question</b>	<b>Table of Weblinks</b>	
12	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-3.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-3.pdf</a>	
14	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016-12.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016-12.pdf</a>	
16	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016_20.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016_20.pdf</a>	
19	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/10/2010-12.doc">http://www.nj.gov/dca/divisions/dlgs/lfns/10/2010-12.doc</a>	
19	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016-10.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/16/2016-10.pdf</a>	
<b>Score</b>	<b>Aid Withheld</b>	
21-25	No Penalty	
16-20	25% of final CMPTRA and ETR payment withheld	
11-15	50% of final CMPTRA and ETR payment withheld	
6-10	75% of final CMPTRA and ETR payment withheld	
0-5	100% of final CMPTRA and ETR payment withheld	

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

City Clerk File No. Res. 17-819  
 Agenda No. 10.D  
 Approved: OCT 25 2017  
 TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 155 VAN NOSTRAND AVENUE, A/K/A BLOCK 26402, LOT 11, F/K/A BLOCK 1346, LOT 14.A**

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

**WHEREAS**, on August 11, 2005, Robert Lyles (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to his in the amount of \$3,550.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 13372 at Page 00123 of the Register of Deeds for Hudson County on September 20, 2005; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 155 Van Nostrand Avenue, Jersey City, also known as Block 26402, Lot 11, f/k/a Block 1346, Lot 14.A; and

**WHEREAS**, on August 11, 2010 the Mortgage reached its maturity date and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$3,550.00 affecting 155 Van Nostrand Avenue, Jersey City, also known as Block 26402, Lot 11, f/k/a Block 1346, Lot 14.A.

JML/he  
10/17/17

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 155 Van Nostrand Avenue, Jersey City, NJ 07305**

**Initiator**

<b>Department/Division:</b>	<b>HEDC</b>	<b>Community Development</b>
<b>Name/Title:</b>	<b>Bill Lenahan</b> <i>BL</i>	<b>Program Monitor/Grant Analyst</b>
<b>Phone/Email:</b>	<b>201-547-4728</b>	<b>BLenahan@jcnj.org</b>

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 155 Van Nostrand Avenue, Jersey City, NJ 07305

Block: 1346 Lot: 14.A

HORP/SHRP Mortgage Amount: \$3,550.00

Execution Date of HORP/SHRP Mortgage: August 11, 2005

Recording Date of HORP/SHRP Mortgage: September 20, 2005 Book: 13372 Page: 00123

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: August 11, 2010  
Maturity Date

         Satisfaction of HORP/SHRP Mortgage:                                                                    
Payoff Amount Date Payoff Received

**I certify that all the facts presented herein are accurate.**

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Department Director

10/5/17  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 17-820

Agenda No. 10. E

Approved: OCT 25 2017

TITLE:



## RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-1384 SOLD TO JNH FUNDING CORP

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

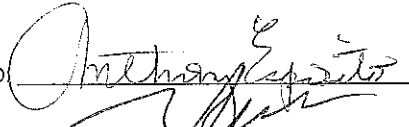
**WHEREAS**, the City of Jersey City sold a tax sale certificate on 296 Randolph Avenue, Block 19703 Lot 11, Certificate # 2015-1384 on December 17, 2015 to **JNH FUNDING CORP** ; and

**WHEREAS**, **JNH FUNDING CORP** the third party lien holder for certificate 2015-1384 lost the original certificate issued on December 17, 2015; and

**WHEREAS**, tax sale certificate was redeemed on September 11, 2017; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to **JNH FUNDING CORP** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **JNH FUNDING CORP** be given a duplicate tax sale certificate.

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 10-25-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert 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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-1384 SOLD TO JNH FUNDING CORP

**Initiator**

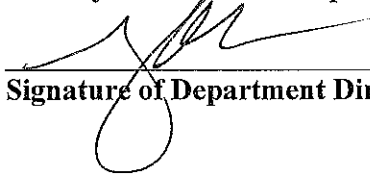
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

**Resolution Purpose**

To issue redemption funds to third party lien holder.

I certify that all the facts presented herein are accurate.

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

10/19/17  
\_\_\_\_\_  
Date



AFFIDAVIT OF LOST CERTIFICATE OF SALE

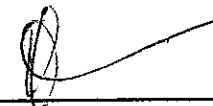
STATE OF NEW JERSEY  
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age  
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more  
Particularly set forth as 2015-1384 and described as Block 19703  
and Lot 11 with an address of 296 RANDOLPH AVE  
located in the city of JERSEY CITY New Jersey recorded  
in \_\_\_\_\_ County in Book \_\_\_\_\_ Page \_\_\_\_\_
- 2) The original tax sale certificate has been lost and notwithstanding due,  
diligent and careful inquiry and investigation on my part, in order that it  
might be canceled of records and surrendered to the tax collector upon the  
redemption of the property from the said tax sale certificate, I have been  
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale  
Certificate has not heretofore been assigned by JNH Funding Corporation to  
any other person; and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay  
to JNH Funding Corporation, the redemption sum upon the execution and  
delivery to here of a Discharge of Tax Lien, knowing full well that the tax  
collector in making such payment to JNH Funding Corporation, fully relies  
upon representations made by me to here as set forth in this affidavit.

  
Jerome Zimmerman

Sworn and subscribed to me this 12<sup>th</sup> day of Oct, 2017

  
\_\_\_\_\_  
Notary Public  
Howard A. Epstein  
An Attorney at Law of New Jersey

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

City Clerk File No. Res. 17-821

Agenda No. 10.F

Approved: OCT 25 2017

TITLE:



## RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2016-1112 SOLD TO JNH FUNDING CORP

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

**WHEREAS**, the City of Jersey City sold a tax sale certificate on 73 Belmont Avenue, Block 16903 Lot 6, Certificate # 2016-1112 on December 15, 2016 to **JNH FUNDING CORP** ; and

**WHEREAS**, **JNH FUNDING CORP** the third party lien holder for certificate 2016-1112 lost the original certificate issued on December 15, 2016; and

**WHEREAS**, tax sale certificate was redeemed on September 12, 2017; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to **JNH FUNDING CORP** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **JNH FUNDING CORP** be given a duplicate tax sale certificate.

APPROVED: *Matthew Espinoza*  
*Assistant Tax Collector*  
 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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

**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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE # 2016-1112 SOLD TO JNH FUNDING CORP

**Initiator**

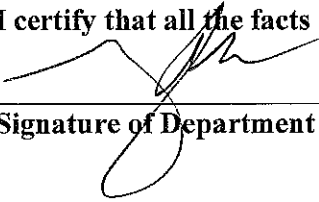
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

**Resolution Purpose**

To issue redemption funds to third party lien holder.

I certify that all the facts presented herein are accurate.

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

10/2/17  
\_\_\_\_\_  
Date

AFFIDAVIT OF LOST CERTIFICATE OF SALE


STATE OF NEW JERSEY  
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age  
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more  
Particularly set forth as 2016-1112 and described as Block 16903  
and Lot 6 with an address of 73 BELMONT AVE  
located in the city of JERSEY CITY New Jersey recorded  
in \_\_\_\_\_ County in Book \_\_\_\_\_ Page \_\_\_\_\_
- 2) The original tax sale certificate has been lost and notwithstanding due,  
diligent and careful inquiry and investigation on my part, in order that it  
might be canceled of records and surrendered to the tax collector upon the  
redemption of the property from the said tax sale certificate, I have been  
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale  
Certificate has not heretofore been assigned by JNH Funding Corporation to  
any other person; and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay  
to JNH Funding Corporation, the redemption sum upon the execution and  
delivery to here of a Discharge of Tax Lien, knowing full well that the tax  
collector in making such payment to JNH Funding Corporation, fully relies  
upon representations made by me to here as set forth in this affidavit.

  
\_\_\_\_\_  
Jerome Zimmerman

Sworn and subscribed to me this 6<sup>th</sup> day of Oct., 2017

  
\_\_\_\_\_  
Notary Public  
Howard D. Hipple  
Notary Public at Law of New Jersey

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

City Clerk File No. Res. 17-822

Agenda No. 10.6

Approved: OCT 25 2017

TITLE:



## RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-144 PURSUANT TO N.J.S.A. 40:69A-181(b)

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

**WHEREAS**, the Municipal Council adopted Ordinance 117-073 on June 28, 2017 which authorized the conveyance of 26-30 Cook Street, 393 Hoboken Avenue, and 33-37 Oakland Avenue ("Property") to the County of Hudson ("County"); and

**WHEREAS**, Ordinance 17-144 adopted on October 25, 2017 authorized amendments to the contract of sale dated June 29, 2017 to provide for an environmental escrow account and to authorize the County to take possession of the Property as of October 6, 2017 before the closing with the City; and

**WHEREAS**, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council, by resolution, declares an emergency; and

**WHEREAS**, if the 20 days are not waived, the closing cannot take place until November 14, 2017 at the earliest; and

**WHEREAS**, it is necessary that Ordinance 17-144 become effective immediately so that the closing can occur sooner so that the City will no longer be responsible for the Property.

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

1. an emergency is hereby declared for the reasons set forth herein; and
2. pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 17-144 is hereby waived so that this Ordinance may become effective immediately.

RR  
10-17-17

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert 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 WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 17-144 PURSUANT TO N.J.S.A. 40:69A-181(b)**

**Initiator**

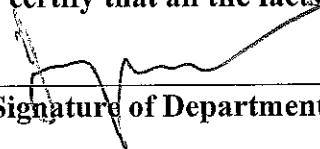
Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	547-4667	JFarrell@jcnj.org

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

**Resolution Purpose**

The City Council adopted Ordinance 117-073 on 6-28-17 which authorized the conveyance of 26-30 Cook Street, 393 Hoboken Avenue, and 33-37 Oakland Avenue (“Property”) to the County. Ordinance 17-144, adopted on 10-25-17, authorized amendments to the contract of sale dated 6-29-17 to provide for an environmental escrow account and to authorize the County to take possession of the Property as of 10-6-17 before the closing with the City. N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the City Council declares an emergency. If the 20 days are not waived, the closing cannot take place until 11-14-17 at the earliest. It is necessary that Ordinance 17-144 become effective immediately so that the closing can occur sooner so that the City will no longer be responsible for the Property.

**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. 17-823

Agenda No. 10-H

Approved: OCT 25 2017

TITLE:



## A RESOLUTION CELEBRATING PACCAL ON THE OCCASION OF THEIR 25<sup>TH</sup> ANNIVERSARY

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Pan American Concerned Citizens Action League, Inc. (PACCAL) is a non-profit organization and holds the distinction of being the only Asian Provider Agency recognized by the Hudson County Department of Health and Human Services (DHHS) Office on Aging; and,

**WHEREAS**, starting in the 1970s, there was an influx of Filipino immigrants to the State of New Jersey, especially in Jersey City, which has the largest concentration of Filipinos in the State of New Jersey; and,

**WHEREAS**, Filipino professionals in various fields started calling Jersey City home, contributing to the economic renaissance of Jersey City, and as Filipinos started organizing the community, not a single organization was addressing the needs of the growing Filipino community in Hudson County; and,

**WHEREAS**, in 1992, Linda Mayo, the first Asian elected official in Hudson County and former Jersey City Deputy Mayor, had the vision of founding PACCAL specifically to assess and/or address the health and human service needs of the Filipino community, thus the PACCAL Neighborhood Center was founded on October 24, 1992; and,

**WHEREAS**, PACCAL Neighborhood Center is now a haven for Filipinos in Jersey City needing information and referrals to City & County government services, including senior entitlements; referrals to affordable medical check-ups and health services; social and recreational activities for seniors; voter registration and citizenship drives; youth classes on Philippine history, values & culture; cultural and folk art programs; substance abuse education & prevention; domestic violence prevention; educational forums and workshops on youth and family; and,

**WHEREAS**, PACCAL is proud of its accomplishments in helping Filipino World War II veterans fight for equity; helping veterans and seniors apply successfully for affordable housing; conducting successful voter registration drives; donating 500 Philippine books to the Jersey City Public Libraries; and helping Filipina victims of domestic violence. Currently PACCAL has nine Certified Community Health Workers (CHW) and four Certified Medicare Counselors among its staff and volunteers; and,

**WHEREAS**, on October 21, 2017, PACCAL will join with its members, supporters, and community partners to celebrate its 25<sup>th</sup> anniversary of serving Jersey City's Filipino community;

**NOW, THEREFORE, BE IT RESOLVED** by the Jersey City Municipal Council that PACCAL is hereby recognized and congratulated on the occasion of its 25<sup>th</sup> anniversary.

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 10-25-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-824

Agenda No. 10. I

Approved: OCT 25 2017

TITLE:



## A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL HONORING JERSEY CITY AUTHOR PATRICE HANNON

**COUNCIL** Offered and Moved Adoption the Following Resolution:

**WHEREAS, Patrice Hannon**, who was born and raised in the Heights section of Jersey City, wrote "Black Tom: A Novel of Sabotage in New York Harbor" and was published in August 11, 2016; and

**WHEREAS**, The Black Tom Explosion is an important event in the history of Jersey City and the world. This act of sabotage involved America's entry into WWI; and

**WHEREAS**, On Sunday July 30, 1916, at 2:08am, Jersey City residents were awakened by a major explosion followed by a succession of explosions that lasted for several hours, sending shock waves as far as ninety miles away; and

**WHEREAS**, the explosions occurred at Black Tom "island;" a misnomer for a mile-long pier on landfill forming a peninsula that connected the one-time island with the Jersey City waterfront near Greenville; and

**WHEREAS**, Prior to American entry into World War I, war material manufactured in the northeastern states was sent to Black Tom for transport to the Allied Powers of England, France, Italy, and Russia; and

**WHEREAS**, the explosion at Black Tom was only one of a number of homeland attacks in retaliation to the British naval blockade of Germany and was the first act of terrorism on the United States homeland, the attacks of September 11, 2001 being the third; and

**WHEREAS, Patrice Hannon** in her novel about the attack tells a tale of sabotage, subterfuge, and political shenanigans set in that colorful, raucous place that was Jersey City in 1916 when America was on the cusp of war; and

**WHEREAS**, this event should be remembered and not forgotten and **Patrice Hannon** should be revered in placing Jersey City in the spotlight for historical preservation;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby recognize **Patrice Hannon**, an author who resurrected a dark part of Jersey City history and in doing so has contributed to our diverse cultural past, present, and future.

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>10.25.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



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

City Clerk File No. Res. 17-825

Agenda No. 10.J

Approved: OCT 25 2017

TITLE:



## A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL HONORING JERSEY CITY AUTHOR RON SEMPLE

**COUNCIL** Offered and Moved Adoption the Following Resolution:

**WHEREAS, Ron Semple**, who was born and raised in the Heights section of Jersey City, wrote "Black Tom: Terror on the Hudson," and was published in October 30, 2015; and

**WHEREAS, The Black Tom Explosion** is an important event in the history of Jersey City and the world. This act of sabotage involved America's entry into WWI; and

**WHEREAS, On Sunday July 30, 1916, at 2:08am, Jersey City residents** were awakened by a major explosion followed by a succession of explosions that lasted for several hours, sending shock waves as far as ninety miles away; and

**WHEREAS, the explosions occurred at Black Tom "island,"** a misnomer for a mile-long pier on landfill forming a peninsula that connected the one-time island with the Jersey City waterfront near Greenville; and

**WHEREAS, Prior to American entry into World War I, war material** manufactured in the northeastern states was sent to Black Tom for transport to the Allied Powers of England, France, Italy, and Russia; and

**WHEREAS, Black Tom** was only one of a number of homeland attacks in retaliation to the British naval blockade of Germany and was the first act of terrorism on the United States homeland, with September 11, 2001 being the third; and

**WHEREAS, Ron Semple** tells a tale of sabotage, subterfuge, and political shenanigans set in that colorful, raucous place that was Jersey City in 1916 when America was on the cusp of war; and

**WHEREAS, this event** should be remembered and not forgotten and **Ron Semple** should be revered in placing Jersey City in the spotlight for historical preservation;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby recognizes the value of Ron Semple's work honors him for resurrecting a dark part of Jersey City history and, in doing so, has contributed to our diverse cultural past, present, and future.

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-826

Agenda No. 10.K

Approved: OCT 25 2017

TITLE:



## A RESOLUTION COMMENDING SIMON PEREIRA SHOREY FOR ACTS OF HEROISM AND BRAVERY

**COUNCIL AS A WHOLE** Offered and moved for adoption the following resolution:

**WHEREAS**, on Monday, September 18, 2017 at 5:30pm, **Simon Pereira Shorey** was on his way to address a community group about Jersey City's Community Emergency Response Team (CERT) when multiple gunshots rang out near the corner of Bergen Avenue at Union Street; and,

**WHEREAS**, immediately after he heard the gunshots, **Simon Pereira Shorey** witnessed a man stumble and collapse on a nearby stoop, and, understanding that this was the victim of the shooting, ran across the street to help; and

**WHEREAS**, while two police officers arrived at the scene seconds after the shooting, they delegated the task of first aid to **Simon Pereira Shorey**, whose training as a CERT member had prepared him to assess and address emergency situations like this one; and,

**WHEREAS**, the victim of the shooting was bleeding heavily from four life-threatening gunshot wounds, including one to the femoral artery which would have meant death in a matter of minutes without the quick thinking and selfless actions of **Simon Pereira Shorey**; and,

**WHEREAS**, through the lifesaving efforts of **Simon Pereira Shorey**, the victim was stabilized and ultimately survived the incident; and

**WHEREAS**, following the incident, **Simon Pereira Shorey** returned home, and with the adept assistance of his teenaged daughter Alexandra, was able to clean up and go on to attend and speak at that evening's CERT presentation, albeit an hour later than planned;

**NOW, THEREFORE, BE IT RESOLVED**, by the Members of the Jersey City Municipal Council that **Simon Pereira Shorey** is hereby recognized and commended for his heroic and selfless life-saving actions on the 18<sup>th</sup> of September in the year 2017.

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res - 17-827

Agenda No. 10.L

Approved: OCT 25 2017

TITLE:



## A RESOLUTION RECOGNIZING VIRGINIA "DOT" PEAVY ON THE OCCASION OF HER 100<sup>TH</sup> BIRTHDAY

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Members of the Jersey City Municipal Council are proud to recognize the life and accolades of Virginia "Dot" Peavy upon the celebration of her 100<sup>th</sup> Birthday on **Friday, November 3, 2017**; and

**WHEREAS**, Virginia "Dot" Peavy was born in the City of Asheville, North Carolina on November 3, 1917; and

**WHEREAS**, as a grammar school student, Virginia "Dot" Peavy attended the Mountain-Avenue School; and

**WHEREAS**, since the year 2013, Virginia "Dot" Peavy has called Jersey City her home; and

**WHEREAS**, Virginia "Dot" Peavy has enjoyed a commendable 51-year marriage to her husband, Walter Norris Peavy, Senior; and

**WHEREAS**, Virginia "Dot" Peavy and Walter Peavy Sr. have two children, Walter Norris Peavy Junior and Edward T. Peavy; and

**WHEREAS**, Virginia "Dot" Peavy and Walter Peavy Sr. are the proud grandparents of Stephen Peavy, Walter Norris Peavy III, and Christiana M. Peavy; and

**WHEREAS**, Virginia "Dot" Peavy is the soon-to-be great-grandmother of Walter Norris Peavy IV, who is due to make his worldly debut on December 20, 2017; and

**WHEREAS**, Virginia "Dot" Peavy is proud to recognize her special relationships with nieces Joan Scott and Ester Wright, and close friend Maggie Gillette;

**NOW, THEREFORE, BE IT RESOLVED** by the Jersey City Municipal Council that the life and accolades of Virginia "Dot" Peavy are hereby recognized and honored on the occasion of her 100<sup>th</sup> Birthday.

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolanfo R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res. 17-828

Agenda No. 10.M

Approved: OCT 25 2017

TITLE:



## A RESOLUTION IN SUPPORT OF EXTENDING TEMPORARY PROTECTED STATUS FOR ALL AFFECTED GROUPS

**COUNCIL** offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Jersey City is home to a large immigrant population that makes our community and our economy strong and vibrant; and

**WHEREAS**, Jersey City's immigrant residents include tens of thousands of individuals from El Salvador, Nicaragua, Honduras, Haiti, Nepal, Syria and other countries around the world who have been granted Temporary Protected Status (TPS) by the federal government; and

**WHEREAS**, nationwide, there are an estimated 320,000 TPS holders, including nearly 200,000 individuals from El Salvador, 50,000 from Haiti, and 9,000 from Nepal, a large concentration of which resides in New Jersey; and

**WHEREAS**, TPS provides protection from deportation and employment authorization to individuals from countries that have experienced armed conflict, environmental disaster, or other life-threatening conditions; and

**WHEREAS**, TPS protections must be regularly renewed to remain in effect; and

**WHEREAS**, TPS protections for nationals of El Salvador, Nicaragua, Honduras, Sudan, and Somalia have been in place for approximately 20 years and TPS protections have recently been extended to residents of Haiti, Syria and Nepal following devastating natural and man-made disasters in those countries; and

**WHEREAS**, the Trump Administration has indicated that it is strongly considering declining to renew TPS, thereby placing hundreds of thousands of individuals at risk of imminent deportation and depriving them of the means to make a living and support their families; and

**WHEREAS**, TPS holders have developed deep ties to the Jersey City community, raising families, starting businesses, buying homes, and making other valuable contributions to our city; and

**A RESOLUTION IN SUPPORT OF EXTENDING TEMPORARY PROTECTED STATUS FOR ALL AFFECTED GROUPS**

**WHEREAS**, conditions in TPS designated countries remain dangerous and unsafe such that deportation to those countries would place individuals and their families at grave risk; and

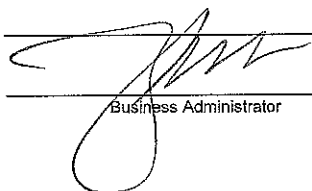
**WHEREAS**, an end to TPS would harm the Jersey City community by throwing the lives of long-term city residents into chaos, separating parents from their children, and damaging the local economy;

**THEREFORE BE IT FURTHER RESOLVED**, with the concurrence of the Mayor, that by the adoption of this Resolution, the City of Jersey City hereby calls upon President Trump and Department of Homeland Security Secretary to renew TPS protections for all eligible individuals; and

**BE IT FURTHER RESOLVED** that the City Council urges the members of the U.S. Congress to work on a meaningful legislative proposal that would provide access to permanent status for long-time TPS holders; and,

**BE IT FURTHER RESOLVED** that the City Clerk be and hereby is requested to forward a suitably engrossed copy of this resolution to all members of U.S. congressional delegations from New Jersey, and the President of the United States, and the Secretary of Homeland Security.

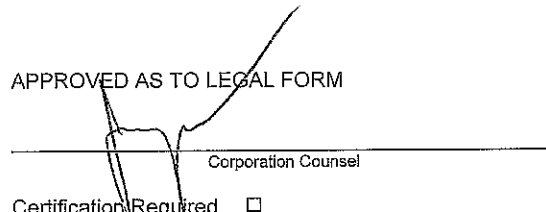
APPROVED: \_\_\_\_\_



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

Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required


**APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

  
\_\_\_\_\_  
Robert 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**

**A RESOLUTION IN SUPPORT OF EXTENDING TEMPORARY PROTECTED STATUS FOR ALL AFFECTED GROUPS**

**Initiator**


Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@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 urges the US Federal Government to extend TPS protection to nationals of El Salvador, Nicaragua, Honduras, Sudan, Somalia, Haiti, Syria, and Nepal.

I certify that all the facts presented herein are accurate.

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

October 18, 2017  
Date

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

City Clerk File No. Res. 17-829

Agenda No. 10.N

Approved: OCT 25 2017



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY**

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

**WHEREAS**, the New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"); and

**WHEREAS**, the Extension is an elevated highway and the City of Jersey City ("City") desires to stockpile rock salt at milepost N6.8 (the "Property") which is near Grand Street during the time period of December 1, 2017 through March 31, 2018; and

**WHEREAS**, the City intends use the Property during snow storms to load salt spreaders that service eastern sections of the City; and

**WHEREAS**, the City will cover the rock salt stockpile with a tarpaulin when it is not being used; and

**WHEREAS**, the gates which front Grand Street will be locked, the Property will be swept clean, and all rock salt will be removed from the Property by the City after the snow season; and

**WHEREAS**, the NJTA agrees to permit the City to use the Property provided that the City stockpiles no more than 500 tons of rock salt on the Property per snowstorm, provided that the City executes the Indemnification Agreement attached hereto, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the Indemnification Agreement with the New Jersey Turnpike Authority that is attached hereto; and

**BE IT FURTHER RESOLVED**, that the term of the Indemnification Agreement shall be December 1, 2017 through March 31, 2018; and

**BE IT FURTHER RESOLVED**, that either party can cancel the Indemnification Agreement without cause by providing 30 days' written notice; and

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue to the New Jersey Turnpike Authority a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy; and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purposes of this resolution.

APPROVED: *Linda Raymond*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY

**Project Manager**

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Director Sanitation
Phone/email	201-547-2629	FLamparelli@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:** The New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"). The Extension is an elevated highway and the City desires to stockpile rock salt at milepost N6.8 which is near Grand Street during the time period of December 1, 2017 through March 31, 2018. The City intends use the property during snow storms to load salt spreaders that service eastern sections of the City. The NJTA agrees to permit the City to use the property provided that the City stockpiles no more than 500 tons of rock salt on the property per snowstorm, provided that the City executes an Indemnification Agreement, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Not Applicable

December 1, 2017 through March 31, 2018

**Type of award**

Other

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

*Salvatore DeGuzman*  
Signature of Department Director

10/17/17  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date



**NEW JERSEY TURNPIKE AUTHORITY  
Traffic Permit Application**

To be filed with the Office of the Traffic Engineer 10 days prior to start of work.

ALL INFORMATION SHOULD BE SUPPLIED AND UPDATED AS NEW INFORMATION BECOMES AVAILABLE.

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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SUBMITTAL DATE</td> <td style="padding: 2px;">10/17/2017</td> </tr> <tr> <td style="padding: 2px;">ORIGINAL</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">REVISED</td> <td style="padding: 2px;"></td> </tr> </table>	SUBMITTAL DATE	10/17/2017	ORIGINAL		REVISED		<p align="center">For Use by NJTA Only</p> <input type="checkbox"/> OPS No. _____ <input type="checkbox"/> Construction Contract No. _____ <input type="checkbox"/> License To Cross No. _____ <input type="checkbox"/> Communications Installation No. _____ <input type="checkbox"/> Roadway Activity/Access No. _____
SUBMITTAL DATE	10/17/2017						
ORIGINAL							
REVISED							

<b>CONTRACT NO. OR TITLE</b> City of Jersey City - Department of Public Works
--

<b>APPLICANT NAME &amp; ADDRESS</b> John Lynch Department of Public Works - 13-15 Linden Ave East, Jersey City, NJ 07305	<b>PHONE #</b> (201) 547-4401 <b>FAX #</b> (201) 432-9530
--	--

<b>APPLICANT FIELD OFFICE LOCATION &amp; MAILING ADDRESS</b> Department of Public Works 13-15 Linden Ave East Jersey City, NJ 07305	<b>PHONE #</b>  <b>FAX #</b>
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<b>EMERGENCY CONTACTS</b>
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<b>NAME/TITLE</b> Patrick Stamato, Director DPW	<b>HOME PHONE #</b>	<b>CELLULAR #</b> (551) 697-4576
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<b>NAME/TITLE</b> Frank Lamparelli, Dir Sanitati	<b>HOME PHONE #</b>	<b>CELLULAR #</b> (551) 697-4723
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<b>NAME/TITLE</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>START DATE</b>	<b>COMPLETION DATE</b>
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<b>PROJECT ENGINEER</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>RESIDENT ENGINEER</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>INSPECTOR</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>INSPECTOR</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>INSPECTOR</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>NJTA LIAISON</b>	<b>HOME PHONE #</b>	<b>CELLULAR #</b>
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<b>LOCATION</b>
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<b>NATURE OF WORK</b>
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<b>PROGRESS SCHEDULE (Attached Approved Progress Schedule, If Available.)</b>
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## INSURANCE -TRAFFIC PERMIT

Provide the minimum amount of insurance as follows:

1. Comprehensive General Liability including Contractual Liability.
2. Automotive Liability

Liability policies shall be ENDORSED TO SHOW NEW JERSEY TURNPIKE AUTHORITY AS AN ADDITIONAL INSURED.

Both policies to be written in the amount of TWO MILLION DOLLARS (\$2,000,000). Single limit of liability each occurrence for bodily injury and property damage.

3. Workers Compensation

Workers Compensation to comply with the New Jersey statutes and any required Maritime Law.

4. XCU endorsement required if any manual labor is involved.

Each Traffic Permit Application is reviewed on a case-by-case basis by the New Jersey Turnpike Authority and, depending on the specific nature of the work, the insurance is adjusted as necessary.

INDEMNIFICATION  
NEW JERSEY TURNPIKE AUTHORITY

P.O.BOX 5042      WOODBRIDGE, N.J. 07095-5042      (732) 750-5300

KNOW ALL MEN BY THESE PRESENTS, that WE, the undersigned, in consideration of granting of permission by the New Jersey Turnpike Authority to enter upon the New Jersey Turnpike roadway, median strip, shoulders and other areas for the purpose of making a survey or performing other work, do hereby agree to waive any and all claims, causes of action and demands, of whatever nature that may arise in our favor, against the New Jersey Turnpike Authority during the progress of such surveyor other work.

WE do hereby further agree that we will present no claim, action, or demand whatsoever against the New Jersey Turnpike Authority arising directly or indirectly out or on account of such survey or other work, except for such claims as may arise from the sole negligence of the New Jersey Turnpike Authority, its officers, agents, or employees.

WE hereby agree to defend, indemnify and save harmless, the New Jersey Turnpike Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs, claims, expenses and judgments of every kind and description including claims, suits, costs, expenses, judgments of agents, servants, employees, and contractors of the Licensee and from and against all damages and expenses to which the Authority or any of its officers, agents, servants, and employees may be subjected by reason of our entering upon the New Jersey Turnpike roadways for the purpose of surveying or any other work.

WE further agree to show such evidence of insurance as shall be necessary in the opinion of the Law Department of the New Jersey Turnpike Authority including amount, type of coverage, and carrier.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

City Clerk File No. Res. 17-830  
 Agenda No. 10.0  
 Approved: OCT 25 2017  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SUNDAY, OCTOBER 29, 2017 FOR THE PURPOSE OF THE SURATI'S LIGHTS OF DIWALI**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Surati for Performing Arts to close Exchange Place beginning 8 :00 a.m. and ending 10:00 p.m. Sunday, October 29, 2017 for the purpose of the Surati's Lights of Diwali; and

**WHEREAS**, in accordance with the provisions of Section 122-1, 122-3, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73; 122-1 and 122.2 C(1) be waived; and

**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D), 122-1 and 122.2C(1) as the event as the event is sponsored by a non-resident and will be starting earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73, 122-1 and 122.2 C(1) be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:00 a.m. and ending 10:00 p.m. Sunday, October 29, 2017.

APPROVED: [Signature]  
 Director of Traffic & Transportation

APPROVED: [Signature]  
 Municipal Engineer

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

AV:pcl  
 2<sup>nd</sup> original  
 (10.18.17)

Certification Required   
 Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-25-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**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 AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SUNDAY, OCTOBER 29, 2017 FOR THE PURPOSE OF THE SURATI'S LIGHTS OF DIWALI**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Rimli Roy on behalf of Surati for Performing Arts, 31 River Ct. #219, JCNJ 201.792.2650	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

**Resolution Purpose**

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SUNDAY, OCTOBER 29, 2017

FOR THE PURPOSE OF THE SURATI'S LIGHTS OF DIWALI

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Director of Traffic & Transportation

10/18/17  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** Exchange Pl

**PURPOSE OF EVENT:** Surati's Lights of Diwali

**BEGINS/ENDS:** 8AM/10PM  
Sunday, October 29, 2017

**APPLICANT:** Rimli Roy

**ORGANIZATION:** Surati for Performing Arts

**ADDRESS:** 31 River Ct #219, Jersey City NJ

**PHONE #:** 201.792.2650

**BEING WAIVED:** Nonresident, start time





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** October 18, 2017

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Director James Shea, Department of Public Safety  
Councilwoman Candice Osborne, Ward E

**FROM:** Patricia Logan, Engineering Aide  
Division of Engineering, Traffic and Transportation

**SUBJECT:** PROPOSED STREET CLOSING RESOLUTION

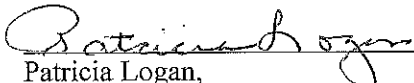
Attached for your review, is an amended Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street(s):

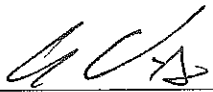
- Exchange Place beginning 8:00 a.m. *not* 10:00 a.m. and ending 10:00 p.m., Sunday, October 29, 2017

The street closing was requested by Rimli Roy on behalf of Surati for Performing Arts for the purpose of the Surati's Lights of Diwali.

Councilwoman Osborne has been notified of the street closing. (Email attached) It is anticipated the Resolution will be on the Agenda for the October 25, 2017 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at [MONTE@jcnj.org](mailto:MONTE@jcnj.org) or at extension 4469.

  
Patricia Logan,  
Supervising Traffic Investigator

  
Andrew Vischio, PE  
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer  
Mark Albiez, Chief of Staff  
Captain Nicholas Scerbo, Commander, East District  
Office of the Chief of Police  
Steven McGill, Interim Fire Chief  
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Dept. of Public Safety  
Council President Lavarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Gajewski      Councilman Gadsden      Councilman Boggiano  
Councilman Yun      Councilman Robinson



## Patricia Logan

---

**From:** candice@candiceosborne.com on behalf of Candice Osborne [cosborne@jcnj.org]  
**Sent:** Wednesday, October 18, 2017 4:46 PM  
**To:** Patricia Logan  
**Cc:** Candice Osborne; Andrew Vischio; Joe Cunha; Robert Kakoleski  
**Subject:** Re: FW: Street Closing Legislation

Great. Thanks

---

Candice Osborne  
Jersey City Councilwoman - Ward E  
web: [candiceosborne.com](http://candiceosborne.com) | facebook: [/candice.osborne](https://www.facebook.com/candice.osborne) | twitter: [@candiceosborne](https://twitter.com/candiceosborne)

*Please be advised that any emails, including attachments, you send to the City of Jersey City ("City"), its directors, officers, and employees are government records that are subject to disclosure upon request under the New Jersey Open Public Records Act and other State law or court order. The City greatly appreciates your communications and is committed to protecting private information you may share with it. Therefore, personal information such as social security numbers, medical information, unlisted telephone numbers, and driver's license numbers contained in emails will be protected by the City to the fullest extent of the law.*

On Wed, Oct 18, 2017 at 4:38 PM, Patricia Logan <[PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org)> wrote:

Good afternoon Councilwoman

We have just been requested to amend the start time for the street closing at Exchange Place on October 29<sup>th</sup> from 10:00 a.m. to 8:00 a.m. The Resolution has been amended and will appear on the Agenda for the October 25<sup>th</sup> Council meeting.

Feel free to contact me or Andrew if you have any concerns.

Patricia

---

**From:** Patricia Logan  
**Sent:** Tuesday, October 17, 2017 10:24 AM  
**To:** Candice Osborne  
**Cc:** Andrew Vischio; Joe Cunha; Robert Kakoleski  
**Subject:** Street Closing Legislation

Good morning Councilwoman

We are proposing legislation for the following street closing for the October 25<sup>th</sup> Municipal Council meeting:

- Exchange Place beginning 10:00 a.m. and ending 10:00 p.m., Sunday, October 29, 2017

The street closing was requested by Rimli Roy on behalf of Surati for Performing Arts for the purpose of the Surati's Lights of Diwali.

Please advise if you have any objection to proposing this legislation. Feel free to contact Monte Zucker at [Monte@jcnj.org](mailto:Monte@jcnj.org) or at 4469 if you have any questions.

Respectfully,  
The City of Jersey City

Department of Administration

Patricia Logan, Engineering Aide

Division of Engineering, Traffic and Transportation

Municipal Services Complex/13-15 Linden Avenue East

Jersey City, New Jersey 07305

201.547.4492

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

City Clerk File No. Res. 17-831

Agenda No. 10.P

Approved: OCT 25 2017

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

---

COUNCIL \_\_\_\_\_ offered and moved adoption  
of the following resolution:

**WHEREAS**, the City of Jersey City, Division of Community Development desires to apply for and obtain a grant from the New Jersey Department of Community Affairs (DCA) for approximately \$233,394.00 to carry out a project for the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City approximately \$233,394.00 for the Community Services Block Grant Program; and

**WHEREAS**, the Community Services Block Grant will operate from the period of January 1, 2018 through December 31, 2018; and

**WHEREAS**, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

**WHEREAS**, the City of Jersey City's application details projects recommended to receive funding for FY2018 as identified on the attached page; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2018 Community Services Block Grant funding.

TITLE: **OCT 25 2017**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

---

**Be it further RESOLVED,**

1) that the City of Jersey City, Division of Community Development does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Jersey City, Division of Community Development and the New Jersey Department of Community Affairs.


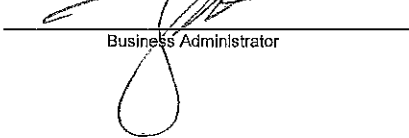
City Clerk File No. Res. 17-831


Agenda No. 10.P

TITLE: **OCT 25 2017**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	32,000	124,454
Educational Arts Team	15,000	60,000
Grace Van Vorst Community Services	4,400	17,546
Hopes Community Action Partnership	2,570	10,000
Hudson Community Enterprises	5,000	20,000
Jersey City Department of Health & Human Services	50,000	200,000
Jersey City Employment & Training Commission	28,000	112,281
Jersey City Free Public Library (TASC)	5,224	21,000
Jersey City Free Public Library (Succeeding at Work & Life)	13,000	52,000
Let's Celebrate (Food Security Network)	13,000	50,000
New City Kids, Inc.	14,000	55,000
PACO	7,500	30,000
Salvation Army (After School Program)	16,000	65,000
Salvation Army (Basic Needs)	10,000	38,000
Starting Points, Inc. (PACE Project)	5,000	20,000
Suits For Success	2,700	10,000
The Sharing Place, Inc.	5,000	20,000
WomenRising, Inc (Job Developer for Training Center)	5,000	20,000
<b>TOTAL</b>	<b>\$233,394</b>	<b>\$925,281</b>

APPROVED:  PV  
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM   
 Corporation Counsel

Certification Required   
 Not Required


**APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT  
(CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Program Supervisor
Phone/email	201-547-5468	kpittman@jenj.org

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

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

**Cost (Identify all sources and amounts)**

Grant Funds - \$233,394 (initial allocation).  
Expected total allocation of \$925,281.

**Contract term (include all proposed renewals)**

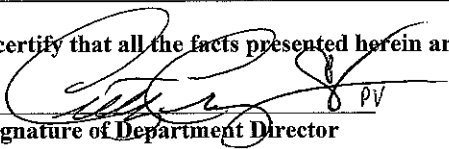
Grant Term is from January 1, 2018 –  
December 31, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/16/17  
Date

Projected FFY18 allocations are the same as FFY17.

<b>Agency</b>	<b>Initial Allocation</b>
Affordable Housing Alliance	218,383.69
Bayonne Economic Opportunity Foundation	41,444.85
Burlington County Community Action Program, Inc.	121,364.15
Camden County Council on Economic Opportunity, Inc.	319,260.73
Essex County	256,045.32
Gateway	254,332.64
Greater Bergen County Community Action Partnership	272,870.45
HOPES	48,510.43
Jersey City	233,394.01
Jewish Renaissance Foundation	142,580.54
Mercer County	69,166.80
North Hudson Community Action Corporation, Inc.	228,803.79
NORWESCAP, Inc.	194,895.15
Ocean Community for Economic Action Now, Inc.	446,610.00
Passaic County	77,950.00
Paterson Task Force for Community Action Now, Inc.	186,548.50
Plainfield Action Services	52,285.43
PRAB	145,321.19
Somerset County Action Program, Inc.	68,498.02
Union County	219,422.28
United Community Corporation, Inc.	468,225.06
United Passaic Organization	89,294.72
United Progress, Inc.	149,837.92
	-
<b>CSBG Limited Purpose Agencies</b>	-
Comite de Apoyo a los Trabajadores Agricolas (CATA)	22,214.91
New Jersey Association on Correction, Inc.	59,805.44

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

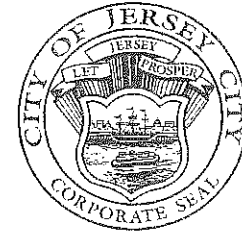
City Clerk File No. Res. 17-832

Agenda No. 10-Q

Approved: OCT 25 2017

TITLE:

**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY**



**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, the State of New Jersey Department of Transportation announced that it is accepting grant applications for the 2018 Bikeway Program that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 6, 2017; and

**WHEREAS**, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation prepared and submitted an electronic application identified as BIKE-2018-Jersey City Morris Canal Greenway-00024; and

**WHEREAS**, the City is requesting State aid funding from the New Jersey Department of Transportation to implement the construction of safe off-road bike paths and bike lanes within the City limits; and

**WHEREAS**, the City agrees that it shall be required to appropriate funds for State non-participating items such as police salary hours and/or other ineligible project costs;

**WHEREAS**, the City agrees to assume a commitment for maintenance and repair of the bike paths and bike lanes within the City limits;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the above stated project;

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as BIKE-2018-Jersey City Morris Canal Greenway-00024 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and the establishment of an account for the grant.



TITLE: **OCT 25 2017**

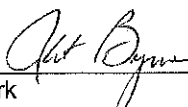
**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY**


Certified as a true copy of the Resolution adopted by Council,  
On this 25th day of OCTOBER, 2017

  
\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

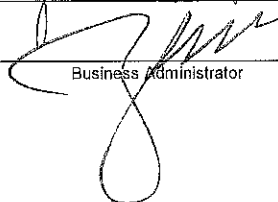
  
\_\_\_\_\_  
City Clerk  
Robert Byrne

  
\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor of Jersey City

JRC/dlo  
10-13-17

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

APPROVED AS TO LEGAL FORM R.R  
10-17-17  
\_\_\_\_\_

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


\_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		<b>ABSENT</b>	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY**

**Initiator**

Department/Division	ADMINISTRATION	ENGINEERING
Name/Title	JOSE R. CUNHA, C.M.E., P.E.	MUNICIPAL ENGINEER
Name/Title		
Phone/email	201-547-4411	jcunha@jcnj.org

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

**Resolution Purpose**

The FY2018 State-funded Bikeway Grant Program administered by the New Jersey Department of Transportation (NJ DOT) provides funds to counties and municipalities to promote bicycling as an alternate mode of transportation in the State of New Jersey. The City of Jersey City ("City") wishes to apply for transportation funding in the amount of \$661,375.00 for a project identified as BIKE-2018-Jersey City-Morris Canal Greenway. The proposed project is to construct segment 3 of the 17 segment Morris Canal Greenway within The City limits and provide for safer off-road bike path.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Construction Estimate		\$529,100.00
Prof Svcs – Design		\$52,910.00
Const. Mgmt/Inspection/Testing		\$79,365.00
<b>GRANT APPLICATION</b>	<b>TOTAL REQUEST</b>	<b>\$661,375.00</b>

\* Note – Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

[Empty box for contract term information]

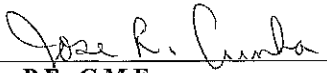
Type of award

Grant Application

If "Other Exception", enter type

[Empty box for other exception type]

I certify that all the facts presented herein are accurate.

  
Jose R. Cunha, P.E., C.M.E.,  
Director of Engineering

10/16/17  
Date

  
Robert Kakoleski, Business Administrator  
Department Director

10/18/17  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : October 17, 2017

TO : Rolando R. Lavarro, Council President and  
Members of the Municipal Council

FROM : <sup>JRC</sup> Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.  
Director of Engineering

SUBJECT : **Resolution to Ratify Application to New Jersey Department of  
Transportation 2018 Bikeways Program to fund the Morris Canal  
Greenway Project**

---

Attached for your consideration is a resolution ratifying the electronic submission of the 2018 Bikeway grant application to the New Jersey Department ("NJDOT") for the 2018 Bikeways Program and execution of a grant agreement to be identified as BIKE-2018-Jersey City Morris Canal Greenway-00024.

The City is very dedicated in enhancing our bicycling community and seeking funding from NJDOT Bikeways program to make improvements to the bikeways infrastructure. The continue planning and construction of bike paths and bike lanes are more imperative than ever before to ensure the success of a bike friendly city and ensure fulfillment of our pedestrian safety improvements. In this application, the first priority will be to construct signs, improve striping and markings and provide for clear and safe off-road bike path. The total estimated cost of this project is \$661,375.00

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk  
Robert Kakoleski, Business Administrator  
Donna Mauer, Chief Financial Officer  
Paul Russo, Supervising Engineer  
Andrew Vischio, Director of Traffic and Transportation  
Dawn Odom, Supervising Administrative Analyst

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2018

BIKE-2018-Jersey City Morris Canal Greenway -00024

Bikeways

Type of Improvement

Infrastructure

Purpose

Bikeway

Primary project purpose is for constructing new bikeways  
(e.g. bike lanes, bike paths, bike compatible roadways).

Will the project create new linear bike mileage?  Yes  No  
(Examples of ineligible Projects under this program  
may be: rehabilitation of existing bikeway, widening  
of existing bikeway)

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2018

BIKE-2018-Jersey City Morris Canal Greenway -00024

Bikeways

Project Name

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

Project Title: Jersey City Morris Canal Greenway (Segment 3)

From: Block 27804, Lot 13 (off road along Sullivan Drive near intersection with Grieco Drive)

To: Block 28401, Lot 40 (off road near McGovern Park at intersection of Custer Ave. and Sycamore Rd.)

Project Distance (Miles): 0.6

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**PROJECT LOCATION**

**County to filter by:**

Hudson County

**Municipalities:**

Jersey City

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**Scope of Work**

The proposed project seeking funding under the FY2018 New Jersey Department of Transportation Bikeways Program is to construct Segment 3 of the 14-segment Morris Canal Greenway in Jersey City, New Jersey. The Jersey City Morris Canal Greenway is a surface transportation project that will be constructed in the form of a linear bikeway alignment through a combination of on-road and off-road facilities. The project provides much-needed open space dedicated to bicyclists, as well as pedestrians, for both circulation and recreation. The full linear alignment of the bikeway also facilitates connections to existing regional greenways, including the East Coast Greenway and the Hudson River Waterfront Walkway.

Segment 3 adjusts the path of the Morris Canal Greenway as originally proposed in the 2013 Jersey City Morris Canal Greenway Plan. Segment 3 was originally comprised of on-street segments, however, the City recently purchased a right of way from the City of Bayonne, allowing for the Greenway to transition to a safer off-road alignment for the segment within the original footprint of the Morris Canal (Property Survey attached in the Location Map attachment). This segment includes Block 27804, Lot 13 and Block 28401, Lot 40, encompassing 4.87 acres. The route then transitions to an on-road segment beginning on Custer Avenue at the property line of Block 28401, Lot 40, and continues on John F. Kennedy Boulevard before entering Mercer Park near the intersection with W 63rd Street. Alternatively, the route may pass through McGovern Park onto Sycamore Road, continuing on West 63rd Street before entering Mercer Park (Segment 4, owned by Hudson County and under construction with funding from the FY17 NJDOT Transportation Alternatives Program) at the intersection of West 63rd Street and John F. Kennedy Boulevard. The northern and southern termini of Segment 3 both connect with the broader Jersey City on-street bicycle network, as outlined in the Jersey City Master Plan Circulation Element (maps attached in the Location Map attachment).

The proposed scope of work for Segment 3 includes:

- Site Preparation and Earthwork (\$145,000)

## Scope Of Work

BIKE-2018-Jersey City Morris Canal Greenway -00024

txtScopeWork continued

- Paving of the Greenway path (clean fill, dense graded aggregate base, and full depth asphalt pavement (\$278,500)
- Roadway crossing improvements at four locations along the Greenway route, including striping and traffic control signage (\$80,000)
- Bike racks (4) and concrete bicycle pad (4) for CitiBike, the City's bike share provider (\$12,000)
- Bollards (8) to prevent vehicle traffic from entering the bikeway (\$12,000)
- On-street bike lane medallions (\$1,600)

Additional improvements (as detailed in the enclosed cost estimate) that are necessary to complete the scope of work, but not necessarily specific to the bikeway right of way include striping, benches/seating, trash/recycling receptacles, lighting, signage, stormwater management/control features, soil erosion and sediment control measures, and site preparation/earthwork activities.

Jersey City is one of the most densely populated and fastest growing cities in the state and country. According to NJDEP Balanced Land Use Standards, there is a significant shortage of open space acreage. Due to the City's ADT of passenger vehicle and heavy truck volume, bicycling can be a dangerous activity for many residents, especially inexperienced cyclists. The proposed bikeway provides a safe, off-road facility for bicycle riding within the limits of Jersey City, increasing access to open space and opportunities for active living, improving bicycle safety, and enhancing the City's transportation network to better accommodate various mode choices, including biking and walking.



**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

Bikeways

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

1654339-BIKE-JerseyCity-00024ProjectLocationMaps.pdf

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

1654339-BIKE-JerseyCity-00024Photos.pd

Does this project include a traffic signal?  Yes  No

If **Yes**, please attach authorization to design or install if available.

Will the project meet AASHTO standards?  Yes  No

If **No**, list Design Exceptions below

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2018

BIKE-2018-Jersey City Morris Canal Greenway -00024

Bikeways

Bikeways Data Sheet

Project Classification

Please select the one most applicable:

- Bike Paths
- Bike Lanes
- Bike Route
- Bike Compatible Road

Is the project separated from motor vehicle traffic by a barrier or an open space?  Yes  No

Does the project serve as a connection to a local or regional system of bikepaths, bike lanes, or bike routes?  Yes  No

Show on a map, attach below.

1661217-BIKE-JerseyCity-00024BicycleNetwork.pdf

Also, please upload photos of the existing bike facilities here:

1661217-JerseyCityBikeFacilitiesImage1.jpg

1661217-JerseyCityBikeFacilitiesImage2.JPG

1661217-JerseyCityBikeFacilitiesImage3.JPG

Does the project serve any of the public facilities listed below within the project limit? (Check all applicable)?  Yes  No

If yes, all public facilities served within the project are listed below:

Public School(K-12)

Private School(K-12)

Parks/Recreational Facilities

Transit Stations

State Offices

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**Bikeways Data Sheet**

Is the project part of a bicycle network that has been adopted in a municipal Master Plan? (show with relevant page(s) of Master Plan, attach below)  Yes  No

1661217-BIKE-JerseyCity-00024PagesfromMasterPlan-CirculationandJCMorrisCanalPlan.pdf

Has the applicant adopted a Complete Streets policy or resolution?  Yes  No

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**Total Estimated Cost of Improvement**

Construction Cost:	\$529,100.00
Please attach a Detailed Construction Cost Estimate: (Word, Excel, or PDF format please) 1654337-BIKE-JerseyCity-00024C	
Design Engineering: (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$52,910.00
Right-of-Way: (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$0
Construction Inspection and Material Testing if requesting: (15% of the final allowable construction cost maximum)	\$79,365.00
<b>Total Estimated Cost:</b>	<b>\$661,375.00</b>
<b>Total Requested Amount:</b>	<b>\$661,375.00</b>

**Grant Application for State Aid to  
Counties and Municipalities  
Bikeways Application 2018  
BIKE-2018-Jersey City Morris Canal Greenway -00024  
Bikeways**

**Applicant Information**

Name of Grantee: Jersey City  
Organization Address: Jersey City  
280 Grove Street  
Jersey City, NJ 07302-3610  
Phone: (201) 547-5150

**Email Address:**

**Federal Tax Identification Number:** 226002013

**Vendor Number:** 226002013-00

**Vendor Unit:** CITY OF JERSEY CITY

**Vendor Unit Address:** ATTN BUDGET OFFICE  
280 GROVE ST, RM 208  
JERSEY CITY, NJ 07302

**Application Initiation Date:** 09/06/2017

**Mayor Information**

First Name Steven  
Last Name Fulop  
County Hudson  
Municipality Jersey City  
Address 1 280 Grove Street  
Address 2  
City Jersey City  
State NJ  
Zip 07302  
Phone (201) 547-5200  
E-mail fulops@jcnj.org

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2018

BIKE-2018-Jersey City Morris Canal Greenway -00024

Bikeways

Applicant Information

**Clerk Information**

First Name      Robert  
Last Name        Byrne  
County            Hudson  
Municipality     Jersey City  
Address 1        280 Grove Street  
Address 2  
City              Jersey City  
State             NJ  
Zip                07302  
Phone            (201) 547-5150  
E-mail            rbyrne@jcnj.org

**Municipal Engineer**

First Name      Joseph  
Last Name        Cunha  
County            Hudson  
Municipality     Jersey City  
Address 1        Municipal Services Complex  
Address 2        13 - 15 Linden Ave. East  
City              Jersey City  
State             NJ  
Zip                07305  
Phone            (201) 547-4411  
E-mail            jcunha@jcnj.org

**County Executive/Freeholder Director**

First Name  
Last Name  
County  
Municipality  
Address 1  
Address 2  
City  
State  
Zip  
Phone  
E-mail

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**Applicant Information**

County Engineer

First Name

Last Name

County

Municipality

Address 1

Address 2

City

State

Zip

Phone

E-mail

**Grant Application for State Aid to**

**Counties and Municipalities**

**Bikeways Application 2018**

**BIKE-2018-Jersey City Morris Canal Greenway -00024**

**Bikeways**

**Signature Page**

Title of presiding officer who will be signing this application/agreement:  
Steven Fulop, Mayor



## Project Location Maps



Map 1. Birdseye view of Morris Canal Greenway. Segments 3, 5, 10 and 11 are highlighted in red and proposed for this phase. Segments in blue are planned segments that extend beyond the borders of this map and are to be completed by other entities (i.e. Hudson County for segment 4) or during later phases of the project.

## **Project Location Maps**



Map 2. Map of Segment 3 (in red) along right of way acquired from Bayonne, connecting Danforth Avenue with McGovern Park off-street and navigating on-street to Mercer Park (Segment 4). The yellow line depicts an alternate route that uses JFK Boulevard rather than West 63<sup>rd</sup> Street to connect Segments 3 and 4.

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

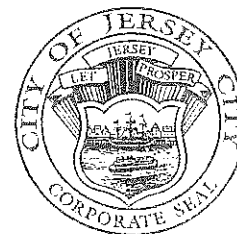
City Clerk File No. Res. 17-833

Agenda No. 10.R

Approved: OCT 25 2017

TITLE:

**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY**



**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, the State of New Jersey Department of Transportation ("NJDOT") has announced that it is now accepting grant applications for the 2017 Municipal Aid Program to fund local transportation projects that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 6, 2017; and

**WHEREAS**, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared and submitted an electronic application identified as **MA-2018-Washington St. and Central Ave Road-00007** for roadway improvements along Washington Street/Boulevard from 2<sup>nd</sup> Street to 14<sup>th</sup> Street and Central Avenue from Route 139 to Paterson Plank Road; and

**WHEREAS**, the City is requesting State aid funding from the NJDOT 2018 Municipal Aid Program for the primary purpose of roadway improvements; and

**WHEREAS**, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible project costs; and

**WHEREAS**, the City agrees to assume a commitment for maintenance and repair of the completed streets;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the above stated project;

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as **MA-2018-Washington St. and Central Ave Road-00007** to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

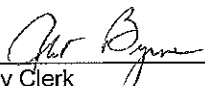
City Clerk File No. Res. 17-833

Agenda No. 10.R

TITLE: OCT 25 2017

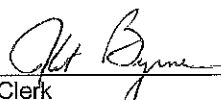
**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY**

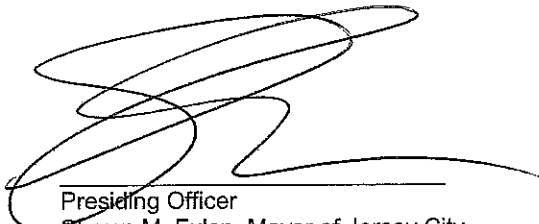
Certified as a true copy of the Resolution adopted by Council,  
On this 25th day of OCTOBER, 2017

  
\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

  
\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor of Jersey City

JRC/dlo  
10-13-17

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

APPROVED AS TO LEGAL FORM

*B.B.  
10-17-17*

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

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

Certification Required

Not Required


**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

  
\_\_\_\_\_  
Robert 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 THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2018 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY**

**Initiator**

Department/Division	ADMINISTRATION	ENGINEERING
Name/Title	JOSE R. CUNHA, C.M.E., P.E.	MUNICIPAL ENGINEER
Name/Title		
Phone/email	201-547-4411	jcunha@jcnj.org

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

**Resolution Purpose**

The FY2018 State-funded Municipal Aid Program (the "Program"), administered by the New Jersey Department of Transportation (NJ DOT) provides funds to municipalities for the improvement of public roads and bridges under. Funds are allocated based on a formula in the state legislation that considers municipal road mileage within a county and county population. The City of Jersey City ("City") wishes to apply for these grant funds in the approximate amount of \$3,411,555.00 for roadway improvements along Washington Street/Boulevard between 2<sup>nd</sup> and 14<sup>th</sup> Street and Central Avenue from Route 139 to Paterson Plank Road. The City is designating Jose R. Cunha as the responsible charge for this program. Mr. Cunha is the Director of Engineering for the Jersey City Division of Engineering, Traffic and Transportation.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Construction Estimate		\$2,729,246.00
Prof Services – Design		\$272,924.00
Const. Mgmt/Inspection/Testing		\$409,385.00
<b>GRANT APPLICATION</b>	<b>TOTAL REQUEST</b>	<b>\$3,411,555.00</b>

\* Note – Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

[Empty box for contract term information]

Type of award

Grant Application

If "Other Exception", enter type

[Empty box for other exception type]

I certify that all the facts presented herein are accurate.

Jose R. Cunha  
Jose R. Cunha, P.E./C.M.E.,  
Director of Engineering

10/16/17  
Date

[Signature]  
Robert Kakoleski, Business Administrator  
Department Director

10/16/17  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : October 13, 2017

TO : Rolando R. Lavarro, Council President and  
Members of the Municipal Council

FROM : <sup>SRC</sup> Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.  
Director of Engineering

SUBJECT : **Resolution to Ratify Submission of an Application to the New  
Jersey Department of Transportation for FY2018 Municipal Aid**

---

Attached for your consideration is a resolution ratifying the submission of the 2018 Municipal Aid grant application and authorizing the execution of a grant agreement with New Jersey Department of Transportation for the engineering project for roadway improvements to Washington Street/Boulevard and Central Avenue.

This application is requesting \$3.4 million dollars for construction, design and construction management on both municipal streets. We respectfully ask for your continued support of applications for state aid program funding.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk  
Robert Kakoleski, Business Administrator  
Donna Mauer, Chief Financial Officer  
Melissa Kozakiewicz, Grants Coordinator  
Andrew Vischio, Director of Traffic and Transportation  
Paul Russo, Supervising Engineer  
Dawn Odom, Supervising Administrative Analyst

**Grant Application for State Aid to**

**Counties and Municipalities**

**Municipal Aid 2018**

**MA-2018-Washington St. and Central Ave. Road-00007**

Roadway\_Preservation

**TYPE OF IMPROVEMENT**

**Infrastructure**

Bikeway

**Purpose**

Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).

Bridge Preservation

Primary project purpose is for improving the condition of Bridge infrastructure (e.g. new deck, rehabilitation, replacement).

Mobility

Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, signal optimization).

Pedestrian Safety

Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).

Quality of Life

Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.

Roadway Preservation

Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).

Roadway Safety

Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2018

MA-2018-Washington St. and Central Ave. Road-00007

Roadway\_Preservation

Project Name

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

1661242-MA-2018-JerseyCity-00007VariousLo

Project Title: Washington St. and Central Ave. Roadway Improvements

From: Various

To: Various

Project Distance (Miles): 2.25



**Grant Application for State Aid to**

**Counties and Municipalities**

**Municipal Aid 2018**

**MA-2018-Washington St. and Central Ave. Road-00007**

Roadway\_Preservation

**PROJECT LOCATION**

**County to filter by:**

Hudson County

**Municipalities:**

Jersey City

**Grant Application for State Aid to  
Counties and Municipalities  
Municipal Aid 2018**

MA-2018-Washington St. and Central Ave. Road-00007

Roadway\_Preservation

**Scope of Work**

**Please provide description for Scope of Work:**

The City of Jersey City is requesting funding from the New Jersey Department of Transportation's FY2018 Municipal Aid Program in the amount of \$3.4 million. The project proposes roadway preservation activities along two corridors, together spanning 2.25 miles:

- Central Avenue from NJ Route 139 to Paterson Plank Road (0.75 miles)
- Washington Street/Washington Boulevard from 2nd Street to 14th Street (1.5 miles)

Both corridors are Minor Arterial roadways according to the NJDOT Functional Classification system and are in need of improvement, as they have not been repaved in over 10 years. The project scope includes milling and paving with minor full depth base repairs; curb ramps brought up to conformance with ADA standards; installation and resetting of manholes, catch basins, curb pieces, water valves, and line striping/traffic markings. The project incorporates additional Complete Streets amenities to safely accommodate pedestrians and bicyclists, including decorative crosswalks and intersection bump outs.

The scope of work to be completed along Central Avenue includes:

- Milling and hot mix asphalt repaving of approximately 4,000 linear feet of roadway
- Reconstruction (Type A, B or E using new casting) of 18 inlets and resetting of 50 inlets with new or existing frames, curb pieces and bicycle safe grates
- Replacement/repair of concrete curbing (2,000 linear feet), concrete sidewalk (2,030 square yards), and concrete driveways aprons (30 square yards)
- Installation of 80 square yards of ADA compliant detectable warning surfaces at roadway crossings
- Installation of 25,000 linear feet of long-life thermoplastic traffic striping
- Saw cutting and sealing of joints with HMA overlay to prevent and/or control future cracking (500 linear feet)
- Installation of 200 linear feet of striped rumble strip

## Scope Of Work

MA-2018-Washington St. and Central Ave. Road-00007

txtScopeWork continued

- Installation, relocation, or removal of traffic signing and steel posts
- Installation of pedestrian signal heads at 5 locations

The scope of work to be completed along Washington Street/Washington Boulevard includes:

- Milling and hot mix asphalt repaving of approximately 8,000 linear feet of roadway
- Reconstruction (Type A, B or E using new casting) of 18 inlets and resetting of 50 inlets with new or existing frames, curb pieces and bicycle safe grates
- Replacement/repair of concrete curbing (2,000 linear feet), concrete sidewalk (2,030 square yards), and concrete driveways aprons (30 square yards)
- Installation of 80 square yards of ADA compliant detectable warning surfaces at roadway crossings
- Installation of 25,000 linear feet of long-life thermoplastic traffic striping
- Saw cutting and sealing of joints with HMA overlay to prevent and/or control future cracking (500 linear feet)
- Installation of 200 linear feet of striped rumble strip
- Installation, relocation, or removal of traffic signing and steel posts
- Installation of pedestrian signal heads at 5 locations

Other activities incorporated into the full scope of work are further detailed in the attached cost estimate, prepared by a licensed engineer. The Roadway Data Sheet uses weighted averages based on the distance of improvements proposed within each corridor.

Central Avenue is a heavily trafficked corridor (10,000 ADT and 5% truck traffic over 5 tons) in the Heights neighborhood. The corridor is the neighborhood's primary commercial corridor and accommodates much of the area's critical needs such as parks, supermarkets, pharmacies, schools, houses of worship, restaurants, banks, medical offices, fitness centers, and other destinations, including the Jersey City Police Department's North District.

## Scope Of Work

MA-2018-Washington St. and Central Ave. Road-00007

txtScopeWork continued

Washington Street, traveling north from 2nd Street, turns into Washington Boulevard crossing Thomas Gangemi Drive and continues past 14th Street. The multi-lane boulevard accommodates over 20,000 ADT and 6% truck traffic over 5 tons. Located in the Newport area, the corridor accommodates heavy traffic volume as it eventually connects to neighboring Hoboken as well as the Holland Tunnel, Interstate 78, US 1&9, NJ 139, and the New Jersey Turnpike. It is also a densely packed area with several commercial buildings, high rise apartment buildings, and Newport Shopping Mall which has three separate parking garages, adding to vehicle travel along the corridor.

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2018

MA-2018-Washington St. and Central Ave. Road-00007

Roadway\_Preservation

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

1661251-MA-2018-JerseyCity-00007ProjectLocationMap.pd

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

1661251-MA-2018-JerseyCity-00007Photos

Does this project include a traffic signal?  Yes  No

If **Yes**, please attach authorization to design or install if available.

Will the project meet AASHTO standards?  Yes  No

If **No**, list Design Exceptions below

Grant Application for State Aid to

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MA-2018-Washington St. and Central Ave. Road-00007

Roadway\_Preservation

Roadway Data Sheet

**Project Classification**

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

**Existing Road Conditions. Please enter minimum widths (where applicable).**

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 18750

Truck Traffic over 5 Tons(%): 6

Legal Speed Limit (mph): 25

Are there any commuter bus stops within the project limit?  Yes  No  
Please identify the approximate location in the box below.

NJ Transit Bus routes 87, 89, and 119 travel along Central Avenue, with 30 total stops located within the project limits of NJ139 and Paterson Plank Road.

NJ Transit Bus routes 63, 64, 68, 86 and 126 travel along Washington Street, with 7 total stops within the project limits of 2nd Street and 14th Street.

Grant Application for State Aid to

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Roadway\_Preservation

Roadway Data Sheet (cont.)

Right of Way Width (feet): 123

Pavement Width (feet): 90

Shoulder Width (feet): 0

Curbing:  One Side  Both Sides  Neither

Sidewalk:  One Side  Both Sides  Neither

Existing Minimum Width (feet): 8

Parking Restrictions: Some/Varies

Proposed Improvements. Please enter minimum widths (if applicable).

Right of Way Width (feet): 123

Pavement Width (feet): 90

Shoulder Width (feet): 0

Curbing:  One Side  Both Sides  Neither

Sidewalk:  One Side  Both Sides  Neither

Existing Minimum Width (feet): 8

Parking Restrictions: Some/Varies

Does the project serve any of the public facilities listed below within the project limit?  Yes  No

Police Station

Public School(K-12)

Private School(K-12)

Parks/Recreational Facilities

Transit Stations

Post Office

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2018

MA-2018-Washington St. and Central Ave. Road-00007

Roadway\_Preservation

Roadway Data Sheet (cont.)

Does the project involve any of the safety improvements listed below? If so, please check all applicable and add a narrative of proposed safety improvements in the box below. **Safety improvements should not be replacement in kind, it must enhance/improve existing.**  Yes  No

Traffic Control Device

Rumble Stripes

Drainage Improvements (increase capacity/new drainage)

The project scope incorporates various safety improvements including traffic control devices, rumble stripes, and drainage improvements. Along Central Avenue and Washington Street/Boulevard, the scope of work for each corridor includes 200 linear feet of striped rumble strips; five pedestrian signal heads to control pedestrian traffic and improve safety; enhanced regulatory traffic signage and striping; bicycle safe grates; and, new catch basins and inlets, where appropriate, to improve drainage and stormwater management capacity.



**Grant Application for State Aid to  
Counties and Municipalities  
Municipal Aid 2018**

**MA-2018-Washington St. and Central Ave. Road-00007  
Roadway\_Preservation**

**TOTAL ESTIMATED COST OF IMPROVEMENT**

Construction Cost: \$2,729,246.00

Please attach a Detailed Construction Cost Estimate 1661253-MA-2018-JerseyCity-00007CostE  
(Word, Excel, or PDF format please)

Design Engineering: \$272,924.00

(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-Of-Way: \$0

(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$409,385.00  
(15% of the final allowable construction cost maximum)

**Total Estimated Cost: \$3,411,555.00**

**Total Requested Amount: \$3,411,555.00**

You will be able to submit a maximum of 2 applications.  
If you have submitted or plan to submit other applications,  
please prioritize your applications by assigning them a  
priority rating. Use number 1 for the highest priority. If  
you only plan to submit this application, please enter 1 as  
the priority rating:

1

**Grant Application for State Aid to  
Counties and Municipalities  
Municipal Aid 2018  
MA-2018-Washington St. and Central Ave. Road-00007  
Roadway\_Preservation**

**Applicant Information**

**Name of Grantee:** Jersey City  
**Organization Address:** Jersey City  
280 Grove Street  
Jersey City, NJ 07302-3610  
Phone: (201) 547-5150

**Email Address:**

**Federal Tax Identification Number:** 226002013

**Vendor Number:** 226002013-00

**Vendor Unit:** CITY OF JERSEY CITY

**Vendor Unit Address:** ATTN BUDGET OFFICE  
280 GROVE ST, RM 208  
JERSEY CITY, NJ 07302

**Application Initiation Date:** 07/24/2017

**Mayor Information**

First Name Steven  
Last Name Fulop  
County Hudson  
Municipality Jersey City  
Address 1 280 Grove Street  
Address 2  
City Jersey City  
State NJ  
Zip 07302  
Phone (201) 547-5200  
E-mail fulops@jcnj.org

**Grant Application for State Aid to  
Counties and Municipalities  
Municipal Aid 2018  
MA-2018-Washington St. and Central Ave. Road-00007  
Roadway\_Preservation**

**Applicant Information**

**Clerk Information**

First Name      Robert  
Last Name      Byrne  
County          Hudson  
Municipality    Jersey City  
Address 1       280 Grove Street  
Address 2  
City             Jersey City  
State            NJ  
Zip              07302  
Phone            (201) 547-5150  
E-mail          rbyrne@jcnj.org

**Municipal Engineer**

First Name      Joseph  
Last Name      Cunha  
County          Hudson  
Municipality    Jersey City  
Address 1       Municipal Services Complex  
Address 2       13 - 15 Linden Ave. East  
City             Jersey City  
State            NJ  
Zip              07305  
Phone            (201) 547-4411  
E-mail          jcunha@jcnj.org

**Grant Application for State Aid to**

**Counties and Municipalities**

**Municipal Aid 2018**

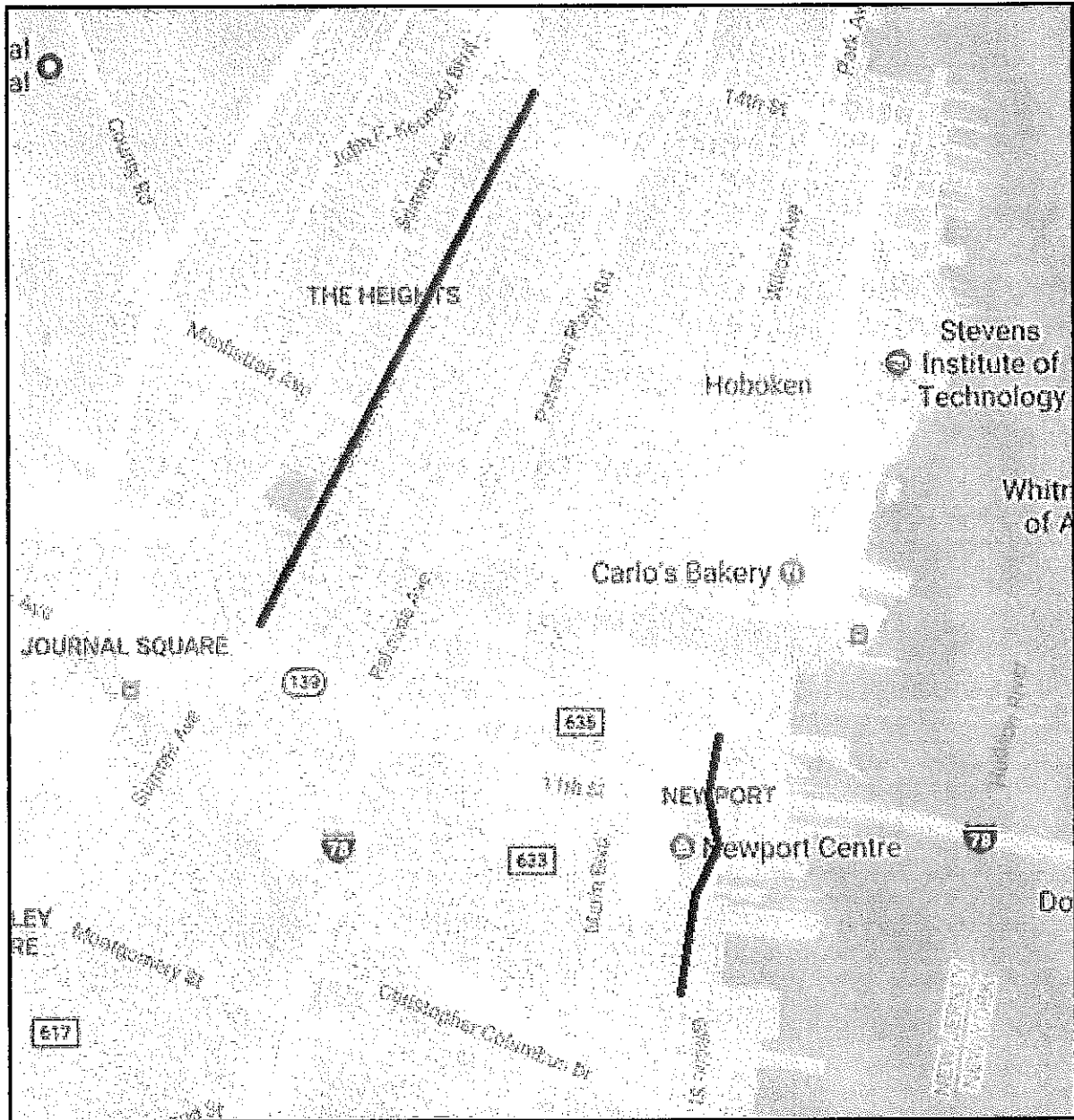
**MA-2018-Washington St. and Central Ave. Road-00007**

Roadway\_Preservation

**SIGNATURE PAGE**

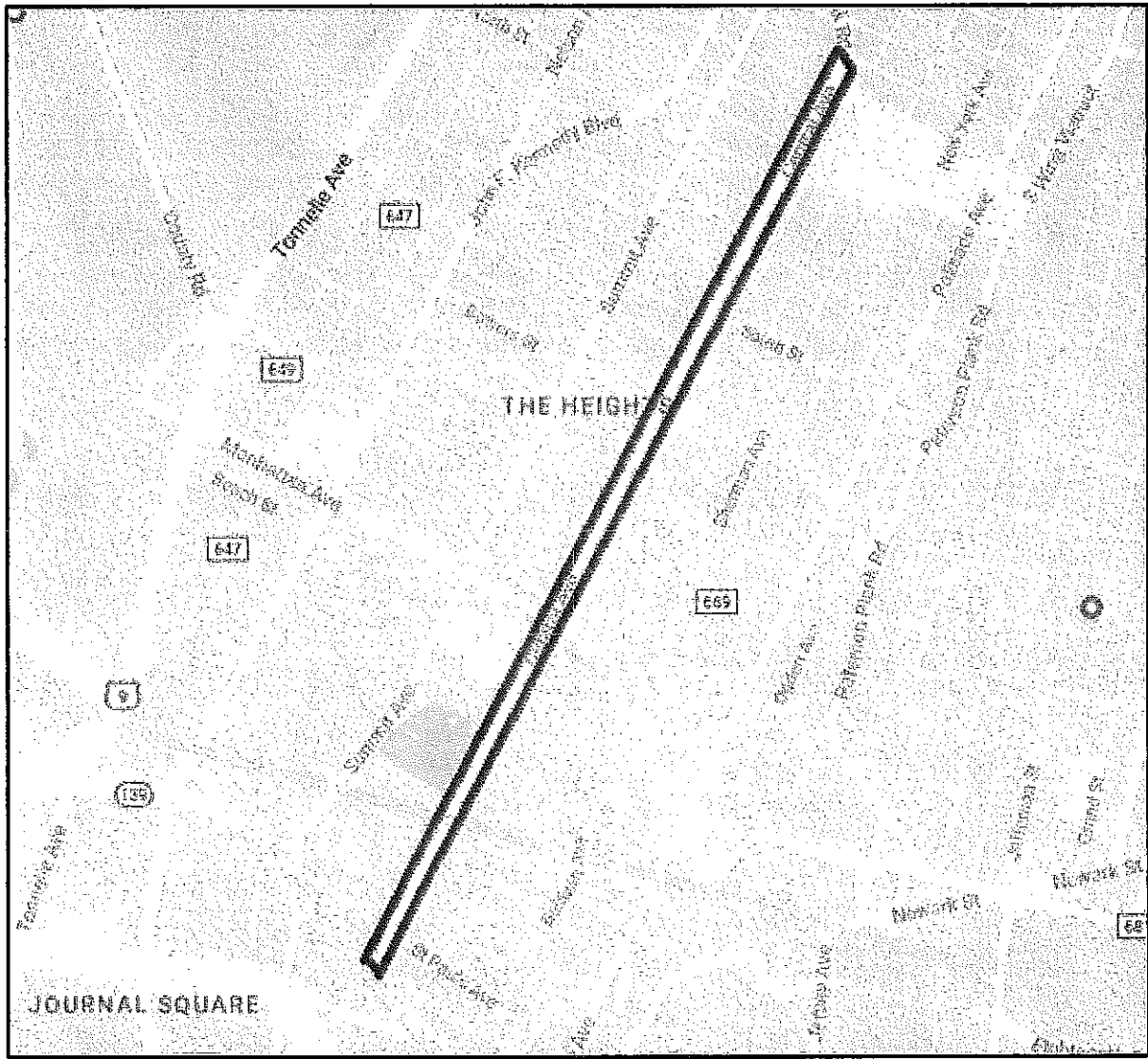
Title of presiding officer who will be signing this application/agreement:  
Steven Fulop, Mayor

**MA-2018-Washington St. and Central Ave. Road-00007**  
**City of Jersey City**  
**Project Location Maps**



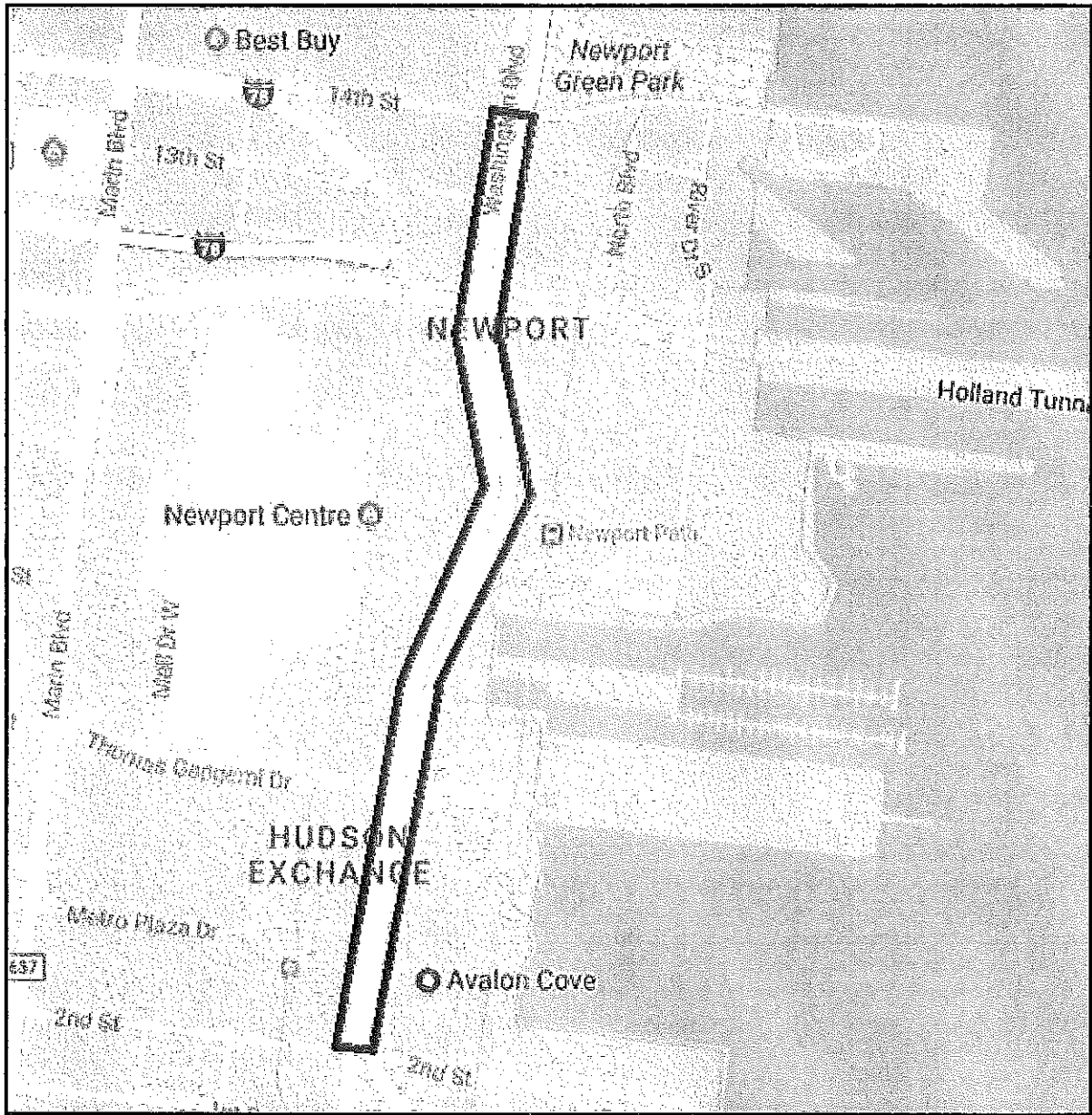
Map 1. Map of both Project Locations: Washington Street from 2<sup>nd</sup> Street to 14<sup>th</sup> Street and Central Avenue from NJ139 to Paterson Plank Road.

**MA-2018-Washington St. and Central Ave. Road-00007**  
**City of Jersey City**  
**Project Location Maps**



*Map 2. Central Avenue from NJ139 to Paterson Plank Road.*

**MA-2018-Washington St. and Central Ave. Road-00007**  
**City of Jersey City**  
**Project Location Maps**



*Map 3. Washington Street from 2<sup>nd</sup> Street to 14<sup>th</sup> Street.*

**MA-2018-Washington St. and Central Ave. Road-00007**  
**Existing Conditions Photos**

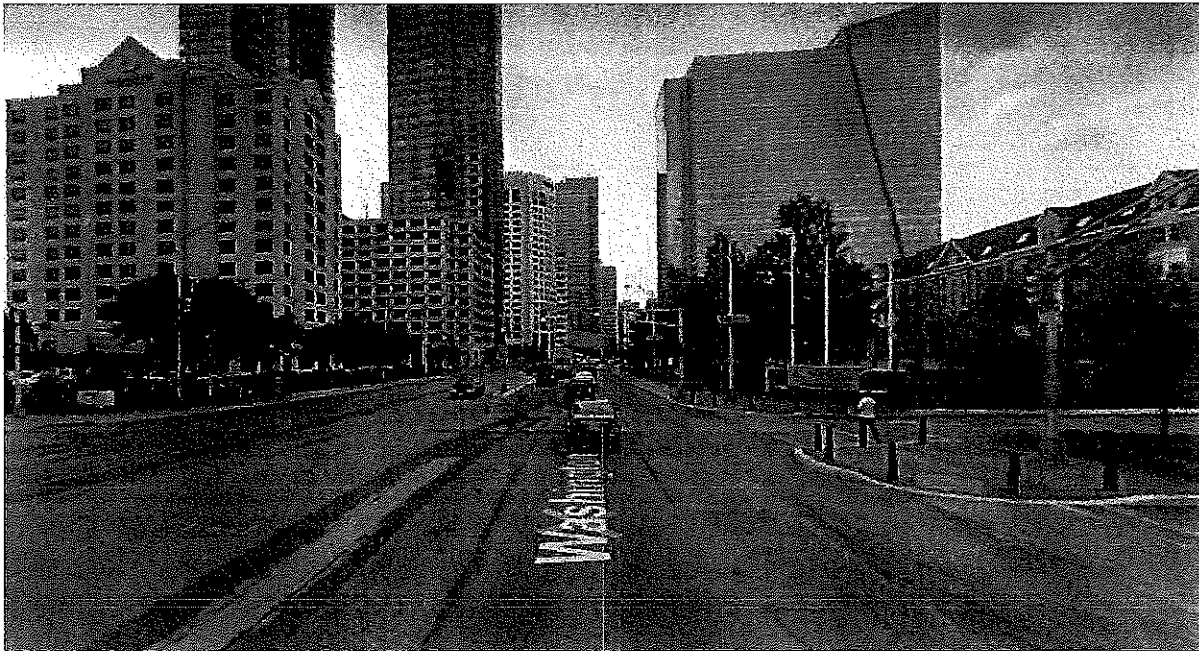


Figure 1. Washington Street traveling north near the intersection with 4<sup>th</sup> Street.



Figure 2. Washington Street, traveling north, turning into Washington Boulevard just past the intersection with Thomas Gangemi Drive.



**MA-2018-Washington St. and Central Ave. Road-00007**  
**Existing Conditions Photos**



Figure 3. Washington Boulevard traveling south near the Newport PATH Station.

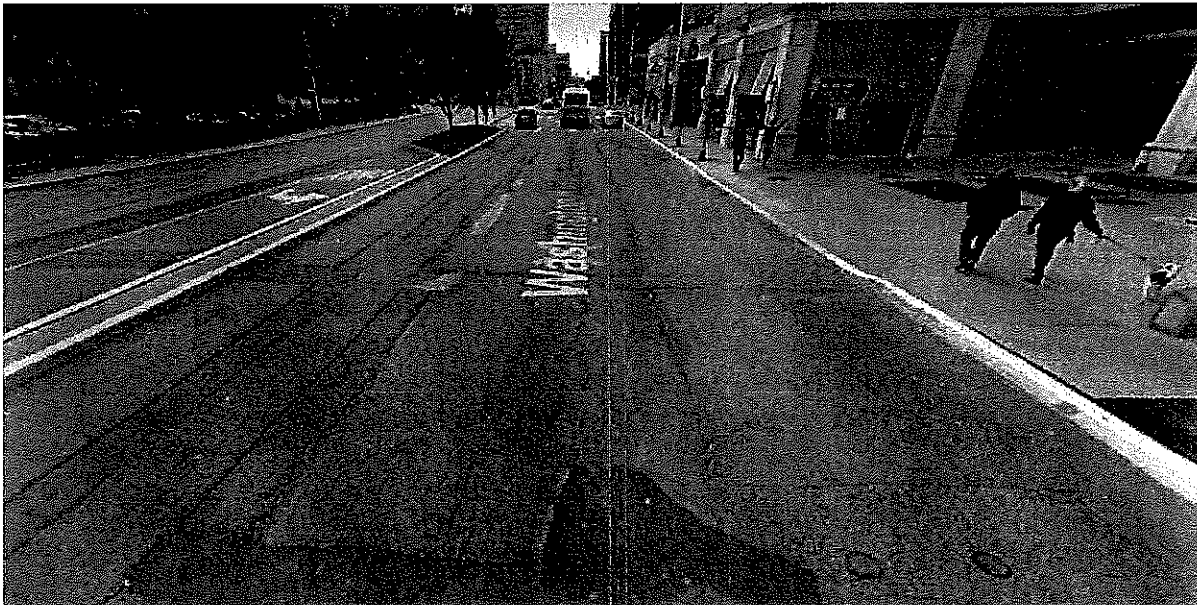


Figure 4. Washington Street traveling south past the intersection with 4<sup>th</sup> Street.

*MA-2018-Washington St. and Central Ave. Road-00007  
Existing Conditions Photos*



Figure 5. Central Avenue traveling north past NJ Route 139.



Figure 6. Central Avenue traveling north at intersection with Prospect Street.

**MA-2018-Washington St. and Central Ave. Road-00007**  
**Existing Conditions Photos**



Figure 7. Central Avenue traveling north near Paterson Plank Road.

*Jose R. Cunha*  
 Jose R. Cunha, PE, CME  
 City Engineer

Jersey City, Hudson County, New Jersey

ITEM	DESCRIPTION	UNIT	Central Ave - 139 to Patterson Plank	TOTAL APPROX QUANTITIES	TOTAL EXTRA QUANTITIES	TOTAL CONTRACT QUANTITIES	UNIT PRICE	AMOUNT
	LENGTH (FT)		1000					
	WIDTH (FT)		40					
	AREA (SQ)		5,556					
	FLANBICK BARRICADES (UNITS)		50					
1	CONSTRUCTION SIGNS	SF	500	500		500	\$20.00	\$ 10,000.00
2	DECORATIVE CROSSWALK	SF	1000	1000		1000	\$26.00	\$ 26,000.00
3	BREAKAWAY BARRICADES	UNIT	50	50		50	\$60.00	\$ 3,000.00
4	TRAFFIC DRUMS	UNIT	120	120		120	\$30.00	\$ 3,600.00
5	TRAFFIC CONES	UNIT	120	120		120	\$10.00	\$ 1,200.00
6	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	2		2	\$8,000.00	\$ 16,000.00
7	INLET TYPE 'A' (IF & WHERE DIRECTED)	UNIT	3	3		3	\$4,000.00	\$ 12,000.00
8	INLET TYPE 'B' (IF & WHERE DIRECTED)	UNIT	6	6		6	\$4,000.00	\$ 24,000.00
9	INLET TYPE 'E' (IF & WHERE DIRECTED)	UNIT	3	3		3	\$4,000.00	\$ 12,000.00
10	RECONSTRUCT INLET, TYPE A, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	3	3		3	\$1,300.00	\$ 3,900.00
11	RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	12	12		12	\$2,200.00	\$ 26,400.00
12	RECONSTRUCT INLET, TYPE E, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	3	3		3	\$2,200.00	\$ 6,600.00
13	RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	20	20		20	\$1,000.00	\$ 20,000.00
14	RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	30	30		30	\$500.00	\$ 15,000.00
15	DRIVEWAY ACCESS BACKPLATE	UNIT	5	5		5	\$600.00	\$ 3,000.00
16	CURB PIECE TYPE 'N, 4"	UNIT	10	10		10	\$275.00	\$ 2,750.00
17	CURB PIECE TYPE 'N, 6"	UNIT	10	10		10	\$300.00	\$ 3,000.00
18	CURB PIECE TYPE 'N, 8"	UNIT	10	10		10	\$325.00	\$ 3,250.00
19	INLET FILTER, TYPE 1	UNIT	50	50		50	\$100.00	\$ 5,000.00
20	CATCH BASIN TRAP	UNIT	5	5		5	\$600.00	\$ 3,000.00
21	CATCH BASIN WALL PLATE	UNIT	10	10		10	\$650.00	\$ 6,500.00
22	REPAIRED CATCH BASIN WALL	SF	300	300		300	\$25.00	\$ 7,500.00
23	12" DIP CLASS 52 (IF & WHERE DIRECTED)	LF	20	20		20	\$85.00	\$ 1,700.00
24	16" DIP CLASS 52 (IF & WHERE DIRECTED)	LF	20	20		20	\$100.00	\$ 2,000.00
25	3/4" WASHED GRAVEL PIPE BEDDING (IF & WHERE DIRECTED)	TON	10	10		10	\$30.00	\$ 300.00
26	9"X20" CONCRETE VERTICAL CURB	LF	2000	2000		2000	\$40.00	\$ 80,000.00
27	CONCRETE SIDEWALK, 4" THICK	SY	2000	2000		2000	\$80.00	\$ 160,000.00
28	CONCRETE SIDEWALK, REINFORCED 6" THICK	SY	30	30	20	50	\$90.00	\$ 4,500.00
29	CONCRETE DRIVEWAY, REINFORCED 8" THICK	SY	30	30	20	50	\$100.00	\$ 5,000.00
30	DETECTABLE WARNING SURFACE	SY	80	80		80	\$250.00	\$ 20,000.00
31	BRICK PAVERS (IF & WHERE DIRECTED)	SY	10	10	15	25	\$150.00	\$ 3,750.00
32	SAWCUTTING, 10" OR LESS	LF	500	500	800	1300	\$2.50	\$ 3,250.00
33	DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED)	SY	500	500		500	\$30.00	\$ 15,000.00
34	ASPHALT PRICE ADJUSTMENT	LS		1		1	\$4,000.00	\$ 4,000.00
35	FUEL PRICE ADJUSTMENT	LS		1		1	\$2,000.00	\$ 2,000.00
36	HMA MILLING, 3" OR LESS	SY	35556	35556	444	36000	\$4.50	\$ 161,998.00
37	HMA PATCH	TON	100	100		100	\$90.00	\$ 9,000.00
38	HMA 19M64 BASE COURSE, 6" THICK (5% OF THE AREA)	TON	640	640		640	\$90.00	\$ 57,600.00
39	HMA 9.5M64 SURFACE COURSE, 2" THICK (PLUS 1/4")	TON	4800	4800		4800	\$90.00	\$ 432,000.00
40	GEOTEXTILE	SY	100	100		100	\$5.00	\$ 500.00
41	EXCAVATION UNCLASSIFIED	CY	250	250		250	\$40.00	\$ 10,000.00
42	EXCAVATION TEST PITS	CY	10	10		10	\$50.00	\$ 500.00
43	TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4" THICK	LF	25000	25000		25000	\$0.65	\$ 16,250.00
44	TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC	SF	1000	1000		1000	\$6.00	\$ 6,000.00
45	NO PARKING DRIVEWAY	UNITS	20	20		20	\$50.00	\$ 1,000.00
46	STRIPED RUMBLE STRIP	LF	200	200		200	\$5.00	\$ 1,000.00
47	REGULATORY TRAFFIC SIGN WITH WITH STEEL POST	SF	200	200		200	\$50.00	\$ 10,000.00
48	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	UNIT	5	5		5	\$160.00	\$ 800.00
49	RELOCATE OR REMOVE EXISTING TRAFFIC SIGN	UNIT	5	5		5	\$150.00	\$ 750.00
50	RESET SEWER MANHOLE, 24" USING NEW CASTING	UNIT	20	20		20	\$800.00	\$ 16,000.00
51	RESET SEWER MANHOLE, 30" USING NEW CASTING	UNIT	5	5		5	\$1,500.00	\$ 7,500.00
52	RESET WATER VALVE BOX WITH RISER	UNIT	100	100		100	\$40.00	\$ 4,000.00
53	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	UNIT	5	5		5	\$80.00	\$ 400.00
54	NEW WATER VALVE BOX ENTIRE ASSEMBLY	UNIT	5	5		5	\$450.00	\$ 2,250.00
55	NEW WATER VALVE BOX UPPER ASSEMBLY	UNIT	5	5		5	\$325.00	\$ 1,625.00
56	IMAGING DETECTION SYSTEM	UNIT	2	2		2	\$9,000.00	\$ 18,000.00
57	PEDESTRIAN SIGNAL HEAD	UNIT	5	5		5	\$1,000.00	\$ 5,000.00
58	PEDESTRIAN SIGNAL POLE & FOUNDATION	UNIT	5	5		5	\$1,700.00	\$ 8,500.00
59	PUSH BUTTON	UNIT	5	5		5	\$300.00	\$ 1,500.00
60	RESET JUNCTION BOX	UNIT	10	10		10	\$1,000.00	\$ 10,000.00
61	RELOCATE JUNCTION BOX WITH NEW BOX	UNIT	3	3		3	\$5,000.00	\$ 15,000.00
62	3" RIGID METALLIC CONDUIT, TYPE EARTH	LF	100	100		100	\$60.00	\$ 6,000.00
63	PEDESTRIAN INSTRUCTION SIGN	UNIT	5	5		5	\$20.00	\$ 100.00
64	CONTROLLER MODIFICATION	UNIT	1	1		1	\$1,800.00	\$ 1,800.00
65	TRAFFIC SIGNAL CABLE, 6 CONDUCTOR	LF	300	300		300	\$5.00	\$ 1,500.00
66	CELLULAR PHONE SERVICE	LS		1		1	\$2,000.00	\$ 2,000.00

SUBTOTAL BASE BID: \$ 1,326,473.00  
 10% CONTINGENCY: \$ 132,647.30  
 15% CONSTRUCTION AND INSPECTION \$ 198,970.95  
 TOTAL PROJECT ESTIMATED COST: \$ 1,658,091.25

FY 2018 NJDOT MUNICIPAL AID  
 Washington Street from 2nd Street to 14th Street  
 ENGINEER'S DESIGN ESTIMATE - REVISED 9/15/2017

*Jose R. Cunha*  
 Jose R. Cunha, PE, CME  
 City Engineer

Jersey City, Hudson County, New Jersey

ITEM	DESCRIPTION	UNIT	Washington St - 2nd to 14th	TOTAL APPROX QUANTITIES	TOTAL EXTRA QUANTITIES	TOTAL CONTRACT QUANTITIES	UNIT PRICE	AMOUNT
	LENGTH (FEET)		3400					
	WIDTH (FEET)		100					
	AREA (SQ YD)		37778					
	HANDICAP RAMPS (UNITS)		00	00				
1	CONSTRUCTION SIGNS	SF	500	500		500	\$20.00	\$ 10,000.00
2	DECORATIVE CROSSWALK	SF	3000	3000		3000	\$26.00	\$ 78,000.00
3	BREAKAWAY BARRICADES	UNIT	50	50		50	\$60.00	\$ 3,000.00
4	TRAFFIC DRUMS	UNIT	120	120		120	\$30.00	\$ 3,600.00
5	TRAFFIC CONES	UNIT	120	120		120	\$10.00	\$ 1,200.00
6	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	2		2	\$8,000.00	\$ 16,000.00
7	INLET TYPE 'A' (IF & WHERE DIRECTED)	UNIT	3	3		3	\$4,000.00	\$ 12,000.00
8	INLET TYPE 'B' (IF & WHERE DIRECTED)	UNIT	6	6		6	\$4,000.00	\$ 24,000.00
9	INLET TYPE 'E' (IF & WHERE DIRECTED)	UNIT	3	3		3	\$4,000.00	\$ 12,000.00
10	RECONSTRUCT INLET, TYPE A, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	3	3		3	\$1,300.00	\$ 3,900.00
11	RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	6	6		6	\$2,200.00	\$ 13,200.00
12	RECONSTRUCT INLET, TYPE E, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	3	3		3	\$2,200.00	\$ 6,600.00
13	RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	20	20		20	\$1,000.00	\$ 20,000.00
14	RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	30	30		30	\$500.00	\$ 15,000.00
15	DRIVEWAY ACCESS BACKPLATE	UNIT	5	5		5	\$600.00	\$ 3,000.00
16	CURB PIECE TYPE 'N', 4"	UNIT	10	10		10	\$275.00	\$ 2,750.00
17	CURB PIECE TYPE 'N', 6"	UNIT	10	10		10	\$300.00	\$ 3,000.00
18	CURB PIECE TYPE 'N', 8"	UNIT	10	10		10	\$325.00	\$ 3,250.00
19	INLET FILTER, TYPE 1	UNIT	50	50		50	\$100.00	\$ 5,000.00
20	CATCH BASIN TRAP	UNIT	5	5		5	\$900.00	\$ 4,500.00
21	CATCH BASIN WALL PLATE	UNIT	10	10		10	\$650.00	\$ 6,500.00
22	REPAIRED CATCH BASIN WALL	SF	300	300		300	\$25.00	\$ 7,500.00
23	12" DIP CLASS 52 (IF & WHERE DIRECTED)	LF	20	20		20	\$85.00	\$ 1,700.00
24	16" DIP CLASS 52 (IF & WHERE DIRECTED)	LF	20	20		20	\$100.00	\$ 2,000.00
25	3/4" WASHED GRAVEL PIPE BEDDING (IF & WHERE DIRECTED)	TON	10	10		10	\$30.00	\$ 300.00
26	9'X20" CONCRETE VERTICAL CURB	LF	2000	2000		2000	\$40.00	\$ 80,000.00
27	CONCRETE SIDEWALK, 4" THICK	SY	2000	2000		2000	\$80.00	\$ 160,000.00
28	CONCRETE SIDEWALK, REINFORCED 6" THICK	SY	30	30	20	50	\$90.00	\$ 4,500.00
29	CONCRETE DRIVEWAY, REINFORCED 8" THICK	SY	30	30	20	50	\$100.00	\$ 5,000.00
30	DETECTABLE WARNING SURFACE	SY	80	80		80	\$250.00	\$ 20,000.00
31	BRICK PAVERS (IF & WHERE DIRECTED)	SY	10	10	15	25	\$150.00	\$ 3,750.00
32	SAWCUTTING, 10" OR LESS	LF	500	500	800	1300	\$2.50	\$ 3,250.00
33	DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED)	SY	500	500		500	\$30.00	\$ 15,000.00
34	ASPHALT PRICE ADJUSTMENT	LS		1		1	\$4,000.00	\$ 4,000.00
35	FUEL PRICE ADJUSTMENT	LS		1		1	\$2,000.00	\$ 2,000.00
36	HMA MILLING, 3" OR LESS	SY	37778	37778	444	38222	\$4.50	\$ 171,999.00
37	HMA PATCH	TON	100	100		100	\$90.00	\$ 9,000.00
38	HMA 19M64 BASE COURSE, 6" THICK (5% OF THE AREA)	TON	680	680		680	\$90.00	\$ 61,200.00
39	HMA 9.5M64 SURFACE COURSE, 2" THICK (PLUS 1/4")	TON	5100	5100		5100	\$90.00	\$ 459,000.00
40	GEOTEXTILE	SY	100	100		100	\$5.00	\$ 500.00
41	EXCAVATION UNCLASSIFIED	CY	250	250		250	\$40.00	\$ 10,000.00
42	EXCAVATION TEST PITS	CY	10	10		10	\$50.00	\$ 500.00
43	TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4" THICK	LF	25000	25000		25000	\$0.65	\$ 16,250.00
44	TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC	SF	1000	1000		1000	\$6.00	\$ 6,000.00
45	NQ PARKING DRIVEWAY	UNITS	20	20		20	\$50.00	\$ 1,000.00
46	STRIPED RUMBLE STRIP	LF	200	200		200	\$5.00	\$ 1,000.00
47	REGULATORY TRAFFIC SIGN WITH WITH STEEL POST	SF	200	200		200	\$50.00	\$ 10,000.00
48	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	UNIT	5	5		5	\$160.00	\$ 800.00
49	RELOCATE OR REMOVE EXISTING TRAFFIC SIGN	UNIT	5	5		5	\$150.00	\$ 750.00
50	RESET SEWER MANHOLE, 24" USING NEW CASTING	UNIT	20	20		20	\$900.00	\$ 18,000.00
51	RESET SEWER MANHOLE, 30" USING NEW CASTING	UNIT	5	5		5	\$1,500.00	\$ 7,500.00
52	RESET WATER VALVE BOX WITH RISER	UNIT	100	100		100	\$40.00	\$ 4,000.00
53	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	UNIT	5	5		5	\$80.00	\$ 400.00
54	NEW WATER VALVE BOX ENTIRE ASSEMBLY	UNIT	5	5		5	\$450.00	\$ 2,250.00
55	NEW WATER VALVE BOX UPPER ASSEMBLY	UNIT	5	5		5	\$325.00	\$ 1,625.00
56	IMAGING DETECTION SYSTEM	UNIT	2	2		2	\$9,000.00	\$ 18,000.00
57	PEDESTRIAN SIGNAL HEAD	UNIT	5	5		5	\$1,000.00	\$ 5,000.00
58	PEDESTRIAN SIGNAL POLE & FOUNDATION	UNIT	5	5		5	\$1,700.00	\$ 8,500.00
59	PUSH BUTTON	UNIT	5	5		5	\$300.00	\$ 1,500.00
60	RESET JUNCTION BOX	UNIT	10	10		10	\$1,000.00	\$ 10,000.00
61	RELOCATE JUNCTION BOX WITH NEW BOX	UNIT	3	3		3	\$6,000.00	\$ 18,000.00
62	3" RIGID METALLIC CONDUIT, TYPE EARTH	LF	100	100		100	\$60.00	\$ 6,000.00
63	CELLULAR PHONE SERVICE	LS		1		1	\$2,000.00	\$ 2,000.00

SUBTOTAL BASE BID: \$ 1,402,773.00  
 10% CONTINGENCY: \$ 140,277.30  
 15% CONSTRUCTION AND INSPECTION \$ 210,415.95  
 TOTAL PROJECT ESTIMATED COST: \$ 1,753,466.25

Application ID:

### Project List For Various Locations

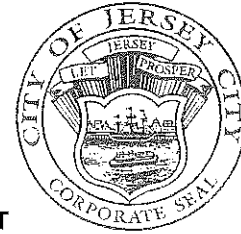
Roadway Name	Limits		Municipality	Traffic Volume Current ADT	Truck Traffic Over 5 Tons (%)	Commuter Bus Route (Yes/No)	Project Length (miles)	Construction Cost (\$0.00)
	From	To						
Central Avenue	Route 139	Patterson Plank Road	Jersey City NJ	10000	5	YES	1.52	\$1,326,473.00
Washington Boulevard	2nd Street	14th Street	Jersey City NJ	20000	6	YES	0.64	\$1,402,773.00

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

City Clerk File No. Res. 17-834

Agenda No. 10.S

Approved: OCT 25 2017



TITLE:

**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2018 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY**

**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2018 Safe Streets to Transit Program that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 6, 2017; and

**WHEREAS**, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared and submitted an electronic grant application to make pedestrian safety improvements on Fairmount Avenue between Bergen Avenue and Summit Avenue; and

**WHEREAS**, the City is requesting funding from the NJDOT 2018 Safe Streets to Transit Program for the primary purpose to make qualified pedestrian safety improvements to sidewalks and intersections leading to local public transportation bus stops including accessibility improvements identified in the Walkability Audit for Bergen Communities United; and

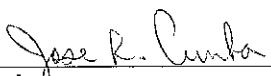
**WHEREAS**, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible costs of the project; and

**WHEREAS**, the City agrees to assume a commitment for maintenance and repair of the pedestrian safety improvements;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the above stated project;

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as **SST-2018-Fairmount Avenue Safety Improvements-00028** to the New Jersey Department of Transportation on behalf of the City of Jersey City; and


**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

  
Approved: \_\_\_\_\_  
JOSE R. CUNHA, P.E., C.M.E.  
DIRECTOR OF JC ENGINEERING

TITLE: **OCT 25 2017**

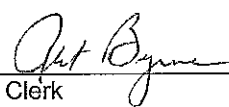
**RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2018 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY**

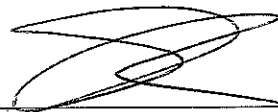
Certified as a true copy of the Resolution adopted by Council,  
On this 25th day of OCTOBER, 2017

  
\_\_\_\_\_  
City Clerk

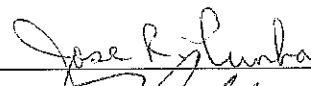
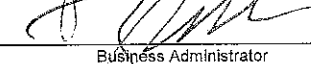
My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

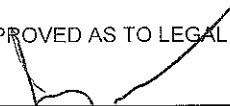
ATTEST and AFFIX SEAL

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

  
\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor of Jersey City

JRC/dlo  
10-6-17

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


APPROVED AS TO LEGAL FORM R.R.  
10-17-17  
  
\_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required  **APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
Roland 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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2018 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY**

**Initiator**

Department/Division	ADMINISTRATION	ENGINEERING
Name/Title	JOSE R. CUNHA, C.M.E., P.E.	MUNICIPAL ENGINEER
Name/Title		
Phone/email	201-547-4411	jcunha@jcnj.org

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

**Resolution Purpose**

The FY2018 State-funded Safe Streets to Transit Program (the "Program"), administered by the New Jersey Department of Transportation's (NJ DOT) Pedestrian Safety Initiative provides funds to counties and municipalities for improving access to transit facilities and all nodes of public transportation. The City of Jersey City ("City") wishes to apply for these grant funds in the amount of **\$531,250.00** to improve overall safety and accessibility for pedestrians at the Fairmount Avenue Safety Improvement. The City proposes reconstruction of damaged concrete curbs and sidewalks construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-striping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping and traffic symbols for bus stops and other associated work. These improvements will achieve the City's goal of creating a city-wide pedestrian-friendly environment, and encourage transit users to walk to mass transit stations.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Construction Estimate		\$425,000.00
Prof Svcs – Design		\$42,500.00
Const. Mgmt/Inspection/Testing		\$63,750.00
<b>GRANT APPLICATION</b>	<b>TOTAL REQUEST</b>	<b>\$531,250.00</b>

\* Note – Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

[Empty box for contract term information]

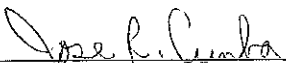
Type of award

Grant Application


If "Other Exception", enter type

[Empty box for other exception type]

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Jose R. Cunha, P.E., C.M.E.,  
Director of Engineering

10/16/17  
Date

  
\_\_\_\_\_  
Robert Kakoleski, Business Administrator  
Department Director

10/18/17  
Date



**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : October 13, 2017

TO : Rolando R. Lavarro, Council President and  
Members of the Municipal Council

FROM : <sup>JRC</sup> Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.  
Director of Engineering

SUBJECT : **Resolution to Ratify Application to New Jersey Department of  
Transportation 2018 Safe Streets to Transit Program for  
Pedestrian Safety Improvements**

---

Attached for your consideration is a resolution ratifying the submission of an electronic grant application to the New Jersey Department of Transportation ("NJDOT") for the 2018 Safe Streets to Transit Program and the execution of a grant agreement to be identified as SST-2018-Fairmount Avenue Safety Improvements-00028.

The primary purpose of the application is to seek state transportation funding to make improvements to pedestrian safety and accessibility on Fairmount Avenue for mass transit riders walking to transit facilities. The City's 2018-SST application is requesting \$531,250.00 for the proposed project. The limits and scope of project will be determined by the availability of funds from the NJDOT. As pedestrian safety continues to be of primary importance to the City and its residents, we respectfully ask for your continued support of applications for state aid program.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk  
Robert Kakoleski, Business Administrator  
Donna Mauer, Chief Financial Officer  
Melissa Kozakiewicz, Grant Coordinator  
Andrew Vischio, Director of Traffic and Transportation  
Paul Russo, Supervising Engineer  
Dawn Odom, Supervising Administrative Analyst



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

RICHARD T. HAMMER  
*Commissioner*

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

July 24, 2017

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2018 State Aid programs. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10% of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at:

<http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>

- **Bikeways** - This program is intended to fund bicycle projects which create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be awarded to construction within 24 months from the date of grant notification.

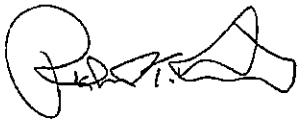
I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 6, 2017 on-line through SAGE at:

<https://njsage.intelligrants.com/Login.aspx?APPTHEME=NJSAGE>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Richard T. Hammer  
Commissioner

Enclosure

c Municipal Clerk  
Municipal Engineer  
County Engineer

Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2018

SST-2018-Fairmount Avenue Safety Improvement-00028

Pedestrian\_Safety

Type of Improvement

Infrastructure

Purpose

- Pedestrian Safety Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass, intersection improvement, traffic signal optimization).

Is the Project within 1 mile radius of the transit station, stop or terminal?  Yes  No

Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2018

SST-2018-Fairmount Avenue Safety Improvement-00028

Pedestrian\_Safety

Project Name

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

Project Title: Fairmount Avenue Safety Improvements

From: Bergen Avenue

To: Summit Avenue

Project Distance (Miles): 0.4

Grant Application for State Aid to  
Counties and Municipalities  
Safe Streets to Transit 2018  
SST-2018-Fairmount Avenue Safety Improvement-00028  
Pedestrian\_Safety

PROJECT LOCATION

County to filter by:

Hudson County

Municipalities:

Jersey City

# Grant Application for State Aid to

## Counties and Municipalities

### Safe Streets to Transit 2018

SST-2018-Fairmount Avenue Safety Improvement-00028

Pedestrian\_Safety

### Scope of Work

The City of Jersey City is requesting FY18 Safe Streets to Transit grant funding for improvements on Fairmount Avenue between Summit Avenue and Bergen Avenue. This corridor is a highly traveled route to NJ Transit Bus (Routes 6 and 87) for a large number of daily commuters. The current state of repair within the project limits prioritizes vehicular travel, resulting in unsafe and dangerous conditions for pedestrians seeking to access the five bus stops along the corridor.

The scope of work includes:

- Intersection Safety Improvements: Redesign of intersection at Fairmount Avenue, Storms Avenue and Summit Avenue, including the restriping of crosswalks and installation of curb extensions. This work is a precursor to eventually closing Storms Avenue to vehicle traffic between Summit Avenue and Fairmount Avenue to create a community park area that enhances the pedestrian experience accessing transit in the neighborhood.
- Sidewalk Widening and Repair: Sidewalk repair (1,800 linear feet) along Fairmount Avenue from Bergen Avenue to Summit Avenue at prevailing sidewalk width or minimum 5' clear
- Sidewalk Construction: Construct new sidewalk at locations where sidewalk is either missing or in complete disrepair
- Truncated Dome Pavers: Include truncated dome pavers on the approaches to large driveways at surface parking lots (7 driveways total)
- Pedestrian Scale Lighting: Install lighting along entire length Fairmount Avenue between Summit Avenue and Bergen Avenue

This Safe Streets to Transit project is being proposed to create safer conditions for pedestrian travel to and from transit within the McGinley Square neighborhood of Jersey City. This area is a rapidly growing and increasingly popular destination for renters, anchored by the redevelopment of the former Jersey City Medical Center into the mixed-use, 1,200 unit Beacon Apartment Complex. In addition to residential redevelopment, the neighborhood has many businesses, houses of worship, schools, community centers, and is



## Scope Of Work

SST-2018-Fairmount Avenue Safety Improvement-00028

txtScopeWork continued

also home to the offices of the Jersey City Department of Health and Human Services. These conditions create high pedestrian traffic within the neighborhood, many of whom utilize NJ Transit Bus lines to commute to work, school, and other destinations.

According to the United States Census Bureau's 2015 American Community Survey, 43.8% of households in the McGinley Square neighborhood do not own or have access to a personal vehicle and 44.7% of households utilize public transit to travel to and from work. As the closest PATH station (Journal Square) and closest Hudson-Bergen Light Rail stop (Garfield Avenue) are both over a mile away from the project area, the community is heavily dependent on NJ Transit Bus routes. The proposed improvements will create a safer route to transit for the approximately 6,500 neighborhood residents who utilize public transit every day and create the conditions for a safer and more pedestrian friendly street network in a community increasingly reliant on transit access.

**Grant Application for State Aid to**

**Counties and Municipalities**

**Safe Streets to Transit 2018**

**SST-2018-Fairmount Avenue Safety Improvement-00028**

**Pedestrian\_Safety**

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

1654329-SST-18-JerseyCity-00028ProjectLocationMap.pdf

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

1654329-SST-18-JerseyCity-00028Photos.

Does this project include a traffic signal?  Yes  No

If **Yes**, please attach authorization to design or install if available.

Will the project meet AASHTO standards?  Yes  No

If **No**, list Design Exceptions below

Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2018

SST-2018-Fairmount Avenue Safety Improvement-00028

Pedestrian\_Safety

Safe Streets to Transit Data Sheet

- New Sidewalk
- Pedestrian Walkway
- Pedestrian Overpass
- Pedestrian Underpass
- Pedestrian Bridge
- Crosswalk
- Sidewalk Replacement
- Traffic Signal
- Signage
- Warning Devices
- Traffic Calming
- Intersection Improvement
- Lighting

Is the proposed pedestrian project located within 0.5 mile radius of transit station, bus stop, or ferry terminal?  Yes  No

Does the project improve hazardous conditions and/or remove barriers for pedestrians at street crossings on the pedestrian route to the transit node?  Yes  No

Does the project improve overall safety along existing pedestrian walkway or path to the transit node?  Yes  No

Does the project improve pedestrian access and network connectivity by:  
Providing a pedestrian route where there is none?  Yes  No  
Adding missing segments of walkways?  Yes  No

Is the transit stop part of a walking route to a public or private school located within the one (1) mile radius? (If so, show on location map Scope of Work page)  Yes  No

Have there been any reported accidents or incidents involving pedestrians within the project limits within the last three years?  Yes  No  
If yes, please attach police report(s) here:  
1654328-SST-18-JerseyCity-00028PoliceReports.pdf

Is the project incorporated in a State, county or municipal transportation plan or in a county or municipal master plan?  Yes  No  
If so, please attach a copy of the relevant page(s) and document title page:

Is the applicant providing matching funds and/or drawing upon other funding sources for this project?  Yes  No  
(Please indicate amount on Total Estimated Cost of Improvement page within the Detailed Construction Cost Estimate)

Has the sponsor undertaken other safety improvements utilizing their own resources to which this project is linked?  
(if so, please indicate specific projects in scope of work section)

Yes  No

Has the applicant adopted a Complete Streets policy or resolution?

Yes  No

**Grant Application for State Aid to  
Counties and Municipalities  
Safe Streets to Transit 2018**

**SST-2018-Fairmount Avenue Safety Improvement-00028  
Pedestrian\_Safety**

**Total Estimated Cost of Improvement**

Construction Cost:	\$425,000.00
Please attach a Detailed Construction Cost Estimate: (Word, Excel, or PDF format please) 1654325-SST-18-JerseyCity-00028CostEstimate.pdf	
Design Engineering: (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$42,500.00
Right-of-Way: (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$0
Construction Inspection and Material Testing if requesting: (15% of the final allowable construction cost maximum)	\$63,750.00
<b>Total Estimated Cost:</b>	<b>\$531,250.00</b>
<b>Total Requested Amount:</b>	<b>\$531,250.00</b>

**Grant Application for State Aid to  
Counties and Municipalities  
Safe Streets to Transit 2018  
SST-2018-Fairmount Avenue Safety Improvement-00028  
Pedestrian\_Safety**

**Applicant Information**

**Name of Grantee:** Jersey City  
**Organization Address:** Jersey City  
280 Grove Street  
Jersey City, NJ 07302-3610  
Phone: (201) 547-5150

**Email Address:**

**Federal Tax Identification Number:** 226002013

**Vendor Number:** 226002013-01

**Vendor Unit:** CITY OF JERSEY CITY

**Vendor Unit Address:** ATTN BUDGET OFFICE  
280 GROVE ST, RM 208  
JERSEY CITY, NJ 07302

**Application Initiation Date:** 09/06/2017

**Mayor Information**

First Name Steven  
Last Name Fulop  
County Hudson  
Municipality Jersey City  
Address 1 City Hall  
Address 2 280 Grove Street  
City Jersey City  
State NJ  
Zip 07302  
Phone 201-547-5200  
E-mail fulops@jcnj.org

**Grant Application for State Aid to  
Counties and Municipalities  
Safe Streets to Transit 2018  
SST-2018-Fairmount Avenue Safety Improvement-00028  
Pedestrian\_Safety**

**Applicant Information**

**Clerk Information**

First Name      Robert  
Last Name      Byrne  
County          Hudson  
Municipality    Jersey City  
Address 1        City Hall  
Address 2        280 Grove Street  
City             Jersey City  
State            NJ  
Zip              07302  
Phone            201-547-5150  
E-mail          rbyrne@jcnj.org

**Municipal Engineer**

First Name      Joe  
Last Name      Cunha  
County          Hudson  
Municipality    Jersey City  
Address 1        Municipal Services Complex  
Address 2        13-15 Linden Avenue East  
City             Jersey City  
State            NJ  
Zip              07305  
Phone            201-547-4411  
E-mail          jcunha@jcnj.org

**County Executive/Freeholder Director**

First Name  
Last Name  
County  
Municipality  
Address 1  
Address 2  
City  
State  
Zip  
Phone  
E-mail

Grant Application for State Aid to  
Counties and Municipalities  
Safe Streets to Transit 2018  
SST-2018-Fairmount Avenue Safety Improvement-00028  
Pedestrian\_Safety

Applicant Information

County Engineer

First Name

Last Name

County

Municipality

Address 1

Address 2

City

State

Zip

Phone

E-mail



**Grant Application for State Aid to**

**Counties and Municipalities**

**Safe Streets to Transit 2018**

**SST-2018-Fairmount Avenue Safety Improvement-00028**

Pedestrian\_Safety

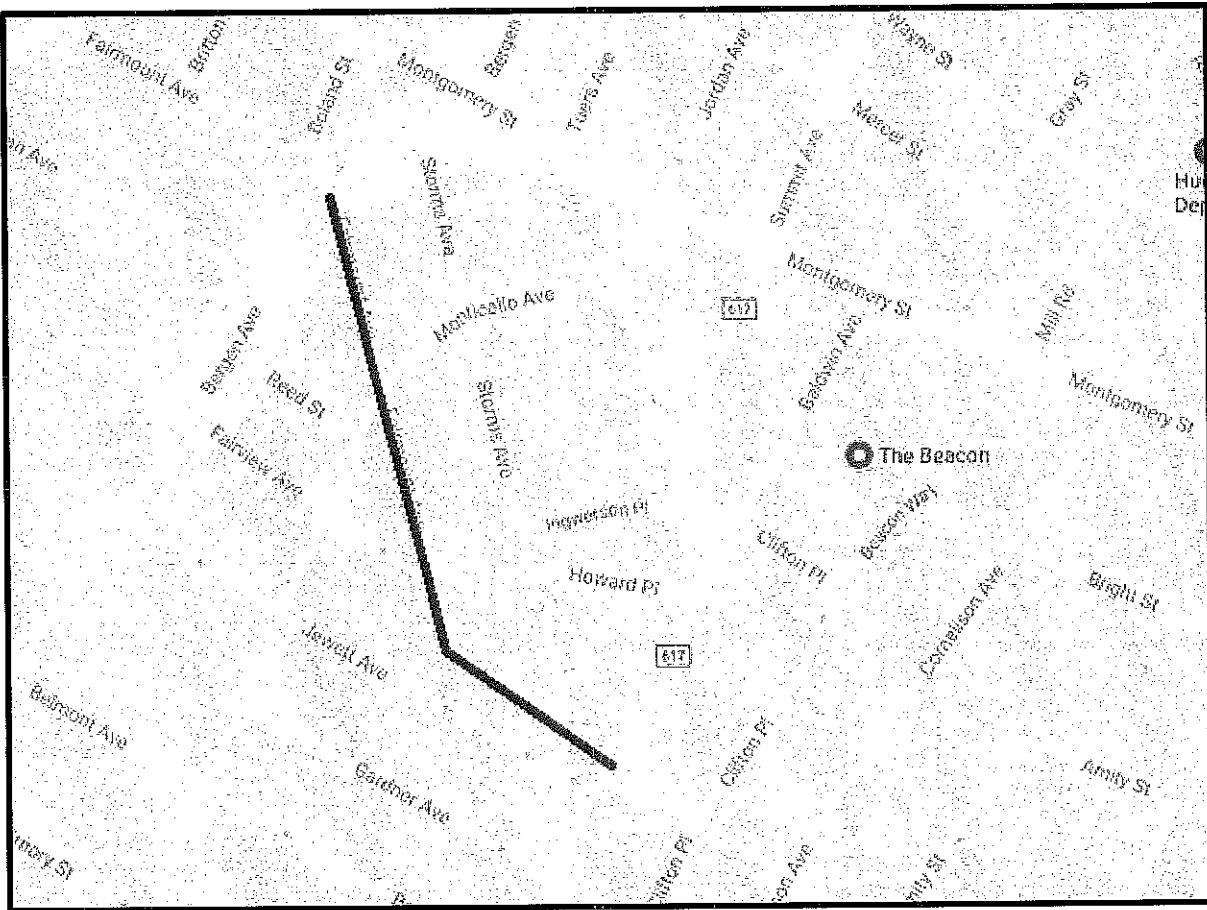
**Signature Page**

Title of presiding officer who will be signing this application/agreement:

Mayor

SST-2018-Fairmount Avenue Safety Improvement-00028

Project Location Map



## SST-2018-Fairmount Avenue Safety Improvement-00028

### Existing Conditions Photos



Figure 1. Intersection of Fairmount Avenue with Summit Avenue and Storms Avenue – faded and/or non-existent crosswalks, poor sidewalks and curbing, and lack of signage creates dangerous crossing conditions for pedestrians.

SST-2018-Fairmount Avenue Safety Improvement-00028

Existing Conditions Photos



Figure 2. The intersection of Fairmount Avenue with Bergen Avenue has faded crosswalks, inadequate signage, and visibility issues that endanger pedestrian travel.

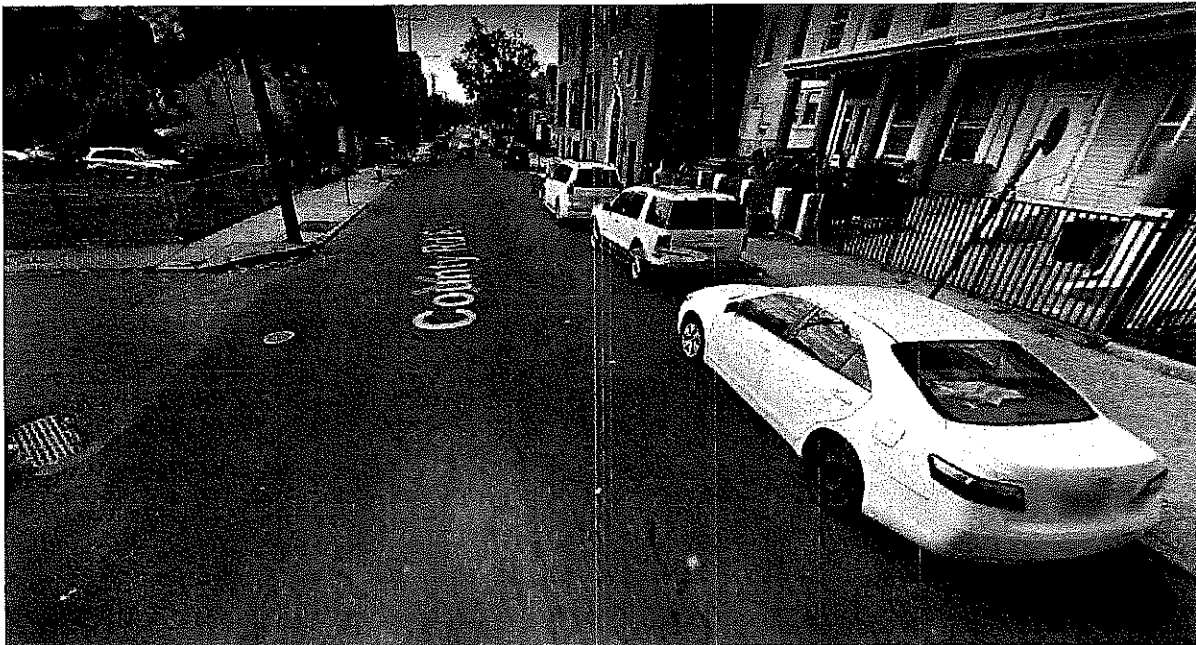


Figure 3. Road crossing lack crosswalk markings and signage. Narrow sidewalks make pedestrian travel along this route difficult.

**SST-2018-Fairmount Avenue Safety Improvement-00028**

**Existing Conditions Photos**

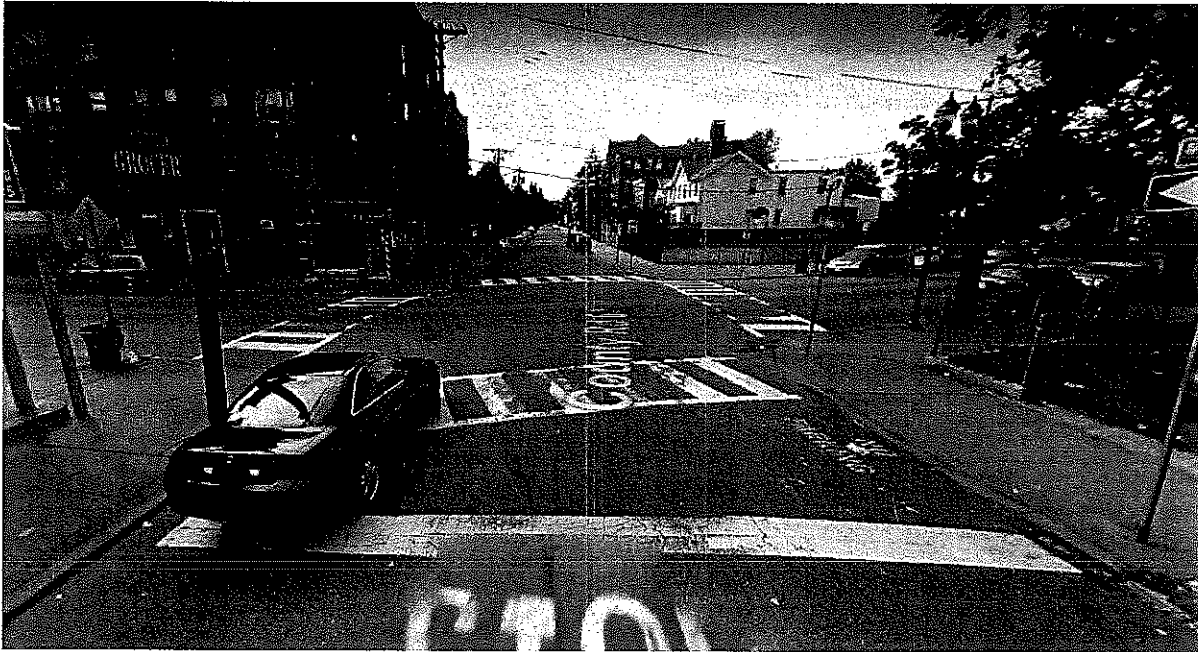


Figure 4. The crossing at Monticello Avenue is in need of repair, demonstrating by fading striping and long-crossing distances.

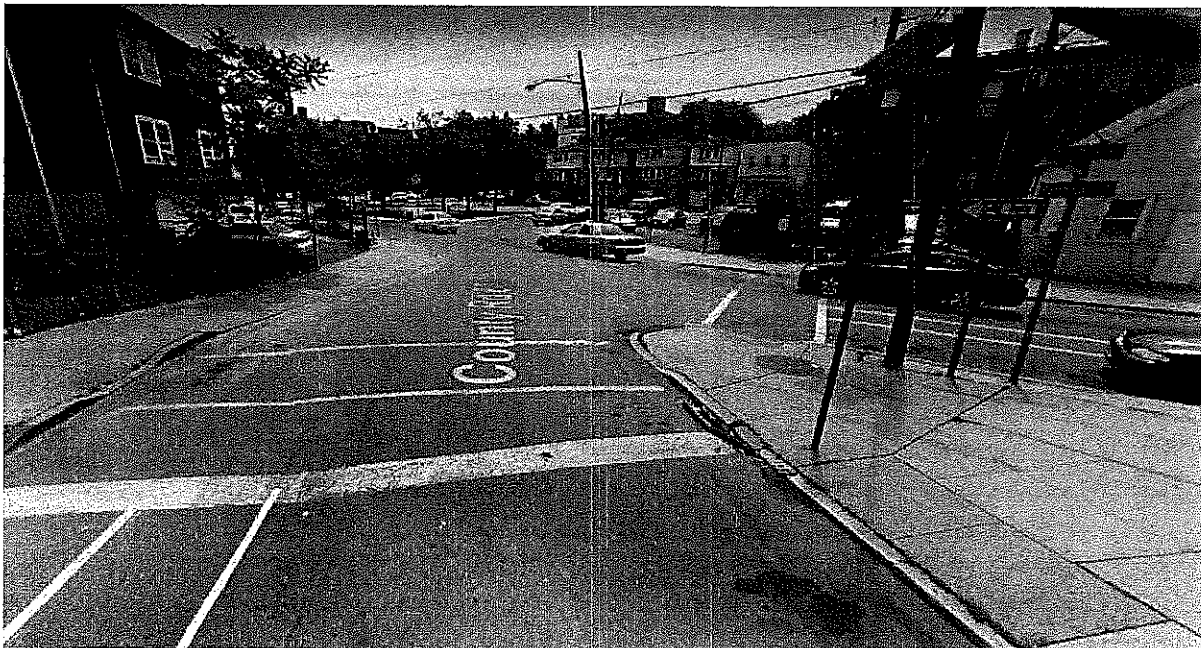


Figure 5. The irregular configuration of the intersection of Fairmount Avenue, Summit Avenue and Storms Avenue creates unsafe conditions for pedestrian travel.

**SST-2018-Fairmount Avenue Safety Improvement-00028**

**Existing Conditions Photos**



Figure 6. Parking lot exits have limited sight lines that creates risks for vehicle-pedestrian incidents.

1 Case Number: **3196-15** 10 Crash Occurred On: **270 Fairmount Ave West** 11 Speed Limit: **31** 18a **00**  
 2 Police Dept of: **Jersey City** Code: **01**  At Intersection with Road Name: **Bergen Ave** 12 Route No. Suffix: **15** 13 Milepost: **25** 18 Speed Limit: **25** 118b **00**  
 3 Station/Preinct: **West** 14  Feet  Miles  N  S  E  W of: **Bergen Ave** 16 **17** Cross Road Name: **Bergen Ave** 19  NB  EB  SB  WB 119a **00**  
 4 Date of Crash: **02/16/15** 5 Day of Week: **Th** 6 Time (use 2400 hrs): **12:18** 7 Municipality Code: **0906** 8 Total Killed: **0** 9 Total Injured: **0** 20 Route/Name: **Bergen Ave** 21 Latitude: **40.71** 22 Longitude: **-74.04** 119b **00**

23 Veh No: **P** 24 Policy No.: **1** 25 Ins Code: **1** 53 Veh No: **1** 54 Policy No.: **1** 55 Ins Code: **1** 120 **01**  
 Parked  Ped  Pedalcyclist  Resp to Emergency  Hit & Run  Parked  Ped  Pedalcyclist  Resp to Emergency  Hit & Run  
 26 Driver's First Name: **Mohammed A. Admani** Initial: **M** Last Name: **Admani** 29 Sex: **M** 56 Driver's First Name: **Crystal Garcia** Initial: **C** Last Name: **Garcia** 59 Sex: **F** 121 **00**  
 27 Number and Street: **10 Front St** 30 Eyes: **Blue** 57 Number and Street: **74a Bergen Ave** 60 Eyes: **Blue** 122 **00**  
 28 City: **Jersey City** State: **NJ** Zip: **07302** 58 City: **Jersey City** State: **NJ** Zip: **07304** 123 **00**  
 31 State: **01** 32 Drivers License No: **4K5524** 33 DOB: **mm dd yy** 34 Expires: **mm yy** 61 State: **01** 62 Drivers License No: **4K5524** 63 DOB: **mm dd yy** 64 Expires: **mm yy** 124 **49**

35 Owner's First Name: **Crystal Garcia** Initial: **C** Last Name: **Garcia** 65 Owner's First Name: **Crystal Garcia** Initial: **C** Last Name: **Garcia** 125 **00**  
 Same As Driver  Same As Driver  
 36 Number and Street: **74a Bergen Ave** 66 Number and Street: **74a Bergen Ave** 126 **00**  
 37 City: **Jersey City** State: **NJ** Zip: **07304** 67 City: **Jersey City** State: **NJ** Zip: **07304**  
 38 Make: **toy** 39 Model: **4dr** 40 Color: **SL** 41 Year: **04** 42 Plate No.: **DY9DNK** 43 State: **NJ** 68 Make: **toy** 69 Model: **4dr** 70 Color: **SL** 71 Year: **04** 72 Plate No.: **DY9DNK** 73 State: **NJ** 127 **04**  
 44 VIN: **JTEHD20V840024076** 45 Expires: **11/14** 74 VIN: **JTEHD20V840024076** 75 Expires: **11/14** 128 **04**

46 Vehicle Removed To:  Driven  Left at Scene  Towed  Impound  Disabled  Owner  Driver  Police **(left scene)** 76 Vehicle Removed To:  Driven  Left at Scene  Towed  Impound  Disabled  Owner  Driver  Police **(left scene)** 128 **04**  
 47 Authority: **(left scene)** 77 Authority: **(left scene)** 129 **04**  
 48 Alcohol/Drug Test: Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0.0%  Pending 78 Alcohol/Drug Test: Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0.0%  Pending 129 **04**  
 49 Hazardous Material: On Board  Spill  Name or Placard No.: **134 Crash Diagram (NOT TO SCALE)** 79 Hazardous Material: On Board  Spill  Name or Placard No.: **134 Crash Diagram (NOT TO SCALE)** 129 **04**  
 50 Carrier No.:  USDOT  Other\* 80 Carrier No.:  USDOT  Other\* 129 **04**  
 51 Commercial Vehicle Weight:  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs 81 Commercial Vehicle Weight:  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs 129 **04**  
 52 Carrier name: **270 Fairmount** 82 Carrier name: **270 Fairmount** 129 **04**

135 Crash Description: **The pedestrian states that as he was approaching his vehicle parked in front of 270 Fairmount (on the driver's side) v#1 who was travelling west bound on Fairmount Ave. Struck his right foot. The pedestrian states v#1 stopped at the corner of Fairmount & Bergen Ave. when he obtained the vehicle reg # DY9DNK (NJ) & spoke to the driver who refused to stay on scene. The pedestrian** 130 **P**  
 136 Damage To Other Property: **none** 131 **P**

137 Charge:  Multiple Charges 138 Summons No.: **198** 139 Charge:  Multiple Charges 140 Summons No.: **198** 132 **00**  
 141 Officer's Signature: **[Signature]** 142 Badge No.: **198** 143 Reviewed By: **[Signature]** 144 Case Status:  Pending  Complete 133 **00**

	83	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants - If Deceased, Date & Time of Death
A	P	X	X	X		M	H	X	L	O	O	X	X	named above
B	O	O	O	X	O	F	X	X	X	X	X	X	X	hit & run (unknown)
C														
D														
E														







New Jersey Police Crash Investigation Report

Reported by: [ ] No-Reportable [ ] Change Report

96 Case Number: 8366-15  
 97 Police Dept of: JERSEY CITY 01  
 98 Station/Product: WEST  
 99 Date of Crash: 04/23/15  
 100 Day of Week: TH F Sa  
 101 Time: 1553  
 102 Municipality Code: 4906  
 103 Total Killed: 0  
 104 Total Injured: 01  
 105 11 Speed Limit: 21.5  
 106 Occurred On: 700 Bergen Ave S  
 107 Road Name: FAIRMOUNT AVE  
 108 Cross Road Name: 17 Cross Road Name  
 109 12 Route No. Suffix: 21.5  
 110 13 Milepost: 21.5  
 111 18 Speed Limit: 21.5  
 112 19 Ramp From: [ ] To: [ ]  
 113 21 Latitude: [ ] 22 Longitude: [ ]

101 23 Veh No: 4303-69-37-57  
 102 Policy No: 148  
 103 25 Ins Code: P  
 104 26 Driver's First Name: MARIA AVEN  
 105 Initial: [ ] Last Name: AVEN  
 106 29 Sex: F  
 107 56 Driver's First Name: [ ]  
 108 Initial: [ ] Last Name: [ ]  
 109 59 Sex: [ ]  
 110 27 Number and Street: 8-A BOYD COURT  
 111 28 City: JERSEY CITY NJ  
 112 State: NJ Zip: 07304  
 113 57 Number and Street: [ ]  
 114 58 City: [ ] State: [ ] Zip: [ ]

101 31 State: NJ  
 102 32 Drivers License No: A963915196961842  
 103 33 DOB: 11/29/84  
 104 34 Expires: 7/16  
 105 61 State: [ ]  
 106 62 Drivers License No: [ ]  
 107 63 DOB: 3/9/05  
 108 64 Expires: 9-05  
 109 35 Owner's First Name: LEONOR B AVEN  
 110 Initial: [ ] Last Name: AVEN  
 111 65 Owner's First Name: LOBNA TAHA  
 112 Initial: [ ] Last Name: TAHA  
 113 36 Number and Street: 8-A BOYD COURT  
 114 37 City: JERSEY CITY NJ  
 115 State: NJ Zip: 07304  
 116 66 Number and Street: 24 REED STREET 2B  
 117 67 City: JERSEY CITY NJ  
 118 State: NJ Zip: 07306

101 38 Make: MIN  
 102 39 Model: C00  
 103 40 Color: RD  
 104 41 Year: 05  
 105 42 Plate No.: RXC36W  
 106 43 State: NJ  
 107 68 Make: [ ]  
 108 69 Model: [ ]  
 109 70 Color: [ ]  
 110 71 Year: [ ]  
 111 72 Plate No.: [ ]  
 112 73 State: [ ]  
 113 44 VIN: WMWRO334357C57965  
 114 45 Expires: 10/15  
 115 74 VIN: [ ]  
 116 75 Expires: [ ]

101 46 Vehicle Removed To: MARIA AVEN  
 102 47 Authority: [ ]  
 103 48 Alcohol/Drug Test: Given: [X] No [ ] Yes [ ] Refused  
 104 Type: [ ] Breath [ ] Blood [ ] Urine  
 105 Results: 0% [ ] Pending  
 106 49 Hazardous Material: [ ]  
 107 50 Carrier No.: [ ]  
 108 51 Commercial Vehicle Weight: [ ]  
 109 52 Carrier name: [ ]  
 110 134 Crash Diagram (NOT TO SCALE): BERGEN AVE, PARKVIEW  
 111 76 Vehicle Removed To: [ ]  
 112 77 Authority: [ ]  
 113 78 Alcohol/Drug Test: Given: [X] No [ ] Yes [ ] Refused  
 114 Type: [ ] Breath [ ] Blood [ ] Urine  
 115 Results: 0% [ ] Pending  
 116 79 Hazardous Material: [ ]  
 117 80 Carrier No.: [ ]  
 118 81 Commercial Vehicle Weight: [ ]  
 119 82 Carrier name: [ ]

135 Crash Description: DRIVER OF VEHI 1 STATED THAT SHE WAS DRIVING STRAIGHT WHEN THE PEDESTRIAN, WHO WAS UNACCOMPANIED AT THE TIME, RAN ACROSS THE STREET IN FRONT OF HER VEHICLE AND CAME TO A STOPPED BUT STRUCK THE PEDESTRIAN. THE PEDESTRIAN STATED THAT SHE RAN ACROSS THE STREET AND VEHICLE HIT HER LEG CAUSING HER TO FALL ON HER KNEES. MC UNIT #311-15-022043 RESPONDED AND PEDESTRIAN ALONG WITH HER MOTHER, HODA ABDELRAHMAN R.M.A AND STATED THAT HER DAUGHTER IS FINE.

136 Damage To Other Property: NONE  
 137 Charge: [ ] Multiple Charges: [ ]  
 138 Summons No.: [ ]  
 139 Charge: [ ] Multiple Charges: [ ]  
 140 Summons No.: [ ]  
 141 Officer's Signature: P.O. VIRGILIA ADDISON #2813  
 142 Badge No.: [ ]  
 143 Reviewed By: [ ]  
 144 Case Status: [ ] Pending [ ] Complete

83	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants - If Deceased, Date & Time of Death
A	1	1	01	-	30	F	-	-	1	64	00	-	DRIVER OF VEHI 1 SEE BOX 26
B	P	-	-	-	10	F	11	05	1	-	-	-	PEDESTRIAN SEE BOX 65
C													
D													
E													



1 Case Number: 3809-16 10 Crash Occurred On: MONTICELLO AVE N 11 Speed Limit: 25 118a  
 2 Police Dept of: JERSEY CITY Code: 101 Road Name: FAIRMOUNT AVE Dir: N 12 Route No. 25 118b  
 3 Station/Precedent: WEST 14 At Intersection with 15 Feet 16 Miles 17 Cross Road Name: FAIRMOUNT AVE 18 Speed Limit: 25

4 Date of Crash: 02/20/16 5 Day of Week: Th 6 Time (use 2400 hrs): 0849 7 Municipality Code: 0906 8 Total Killed: 0 9 Total Injured: 01 19 To: From: 20 Route/Name: 21 Latitude: 22 Longitude:  
 23 Veh No: 405736088 24 Policy No: 134 25 Ins Code: NA 53 Veh No: NA 54 Policy No: NA 55 Ins Code: NA

26 Driver's First Name: MBLISSA Initial: P Last Name: PLANCO 29 Sex: F 56 Driver's First Name: LATHISHA Initial: R Last Name: ROECE 59 Sex: F  
 27 Number and Street: 118 JEWETT AVE Apt. 12 30 Eyes: 2 57 Number and Street: 130 MONTICELLO AVE 2PL 60 Eyes: 2  
 28 City: JERSEY CITY State: NJ Zip: 07304 58 City: JERSEY CITY State: NJ Zip: 07305

31 State: NJ 32 Drivers License No: PG21353700157872 33 DOB: 1/11/87 34 Expires: 9/19 61 State: NJ 62 Drivers License No: 1925789 63 DOB: 1/25/89 64 Expires: 1/19  
 35 Owner's First Name: FRANCISCO Initial: P Last Name: PLANCO-SANTANA 65 Owner's First Name: ANYLAA Initial: Q Last Name: QUARANTE

36 Number and Street: 118 JEWETT AVE Apt. 12 66 Number and Street: 130 MONTICELLO AVE 2PL  
 37 City: JERSEY CITY State: NJ Zip: 07304 67 City: JERSEY CITY State: NJ Zip: 07305

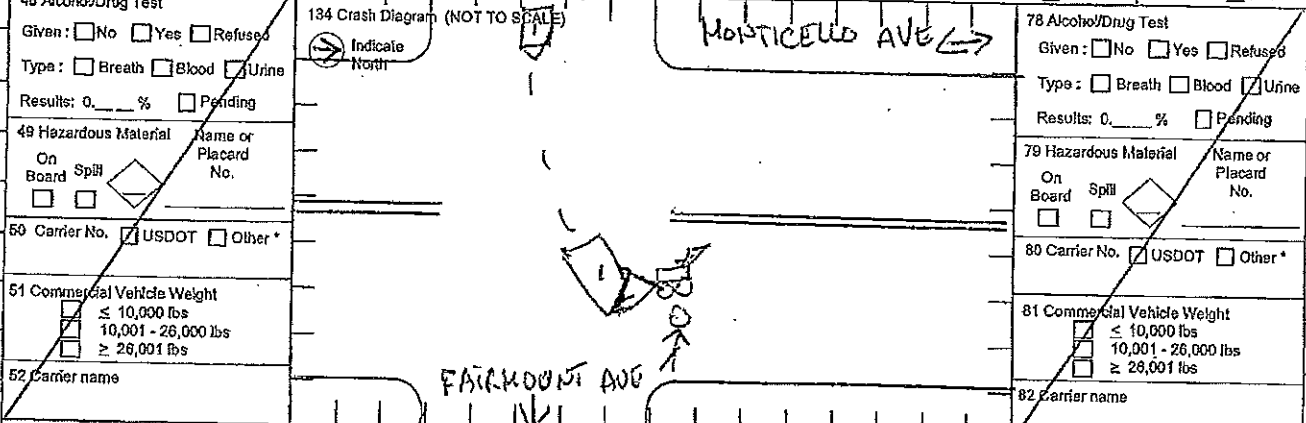
38 Make: HONDA 39 Model: PIL 40 Color: SL 41 Year: 11 42 Plate No: ZNV11F 43 State: NJ 68 Make: NA 69 Model: NA 70 Color: NA 71 Year: NA 72 Plate No: NA 73 State: NA  
 44 VIN: 5FNMF4H40BB023184 45 Expires: 2/17 74 VIN: NA 75 Expires: NA

46 Vehicle Removed To:  Driven  Left at Scene  Towed  Impounded  Disabled 47 Authority:  Police  Owner  Driver  Police  
 76 Vehicle Removed To:  Driven  Left at Scene  Towed  Impounded  Disabled 77 Authority:  Owner  Driver  Police

48 Alcohol/Drug Test: Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0 %  Pending  
 78 Alcohol/Drug Test: Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0 %  Pending

49 Hazardous Material: Name or Placard No. On Board Spill    79 Hazardous Material: Name or Placard No. On Board Spill

50 Carrier No.  USDOT  Other \* 80 Carrier No.  USDOT  Other \*  
 51 Commercial Vehicle Weight:  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs 81 Commercial Vehicle Weight:  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs  
 52 Carrier name: FAIRMOUNT AVE 82 Carrier name: FAIRMOUNT AVE



135 Crash Description: DRIVER V#1 STATED SHE WAS MAKING A LEFT TURN ONTO MONTICELLO AVE AND DID NOT SEE THE WALKER PED CROSSING THE STREET. PED# STATED THAT SHE WAS PUSHING THE BABY CHAIR WITH HER DAUGHTER IN IT CROSSING IN THE CROSSWALK WHEN V#2 STRUCK THE BABY CHAIR. JUNE BUS 483 ROUNDCORNER RE'S DOWN AND TRANSPORTED PED TO SCU'S FOR FURTHER EVALUATION FOR MINOR INJURIES. BABY WAS ALERT.

136 Damage To Other Property: None  
 137 Charge: None 138 Summons No.: None 139 Charge: None 140 Summons No.: None  
 141 Officer's Signature: [Signature] 142 Badge No.: 2261 143 Reported By: [Signature] 144 Case Status:  Pending  Complete

	53	54	55	56	57	58	59	60	61	62	63	64	65	Names & Addresses of Occupants - If Deceased, Date & Time of Death
A	1	1	-	-	29	F	-	-	1	-	-	-	-	DRIVER V#1
B	2	3	-	-	50	F	-	-	1	-	-	-	-	MARIBEL CASTRO 164 JEWETT AVE JC NJ
C	1	6	-	-	5	F	-	-	1	-	-	-	-	ADRIAN PLANCO 118 JEWETT AVE JC NJ
D	P	-	-	-	26	F	-	-	1	-	-	-	-	LATHISHA ROECE
E	P	-	-	-	11	F	-	-	2	-	-	-	-	5905 ANYLAA QUARANTE





1 Case Number **945-17** 10 Crash Occurred On: **Fairmount Ave** 11 Speed Limit **25** 118a **02**  
 2 Police Dept of **JCPD** Code **1001**  At Intersection with Road Name **Poland St.** 18 Milepost **215** 118b **10**  
 3 Station/Preinct **West** 14  Feet  N  E of:  S  W 16 **Poland St.** 17 Cross Road Name  NB  EB 118c **72**  
 4 Date of Crash **01/13/17** 6 Day of Week **Su** 6 Time (use 2400 hrs) **1543** 7 Municipality Code **0906** 8 Total Killed **00** 9 Total Injured **01** 19 Ramp  To:  From: 20 Route/Name 22 Longitude 118d **72**

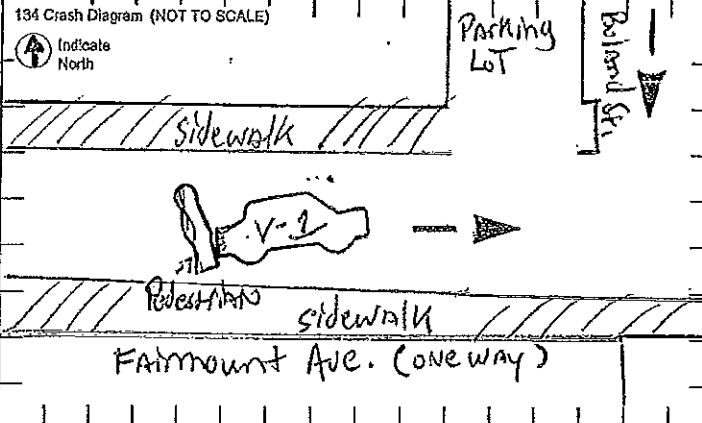
23 Veh No **1** 24 Policy No. **A012383500704065** 25 Ins Code **370** 53 Veh No **P** 54 Policy No. 55 Ins Code 120 **01**  
 Parked  Ped  Pedalcyclist  Resp to Emergency  Hit & Run  Parked  Ped  Pedalcyclist  Resp to Emergency  Hit & Run  
 26 Driver's First Name **Sherouda** Initial **T** Last Name **Massoud** 28 Sex **M** 56 Driver's First Name **Mary** Initial **I** Last Name **Ibrahim** 59 Sex **F** 121 **01**  
 27 Number and Street **320 Fairmount Ave** 30 Eyes **BRN** 57 Number and Street **317 Fairmount Ave Apt 12** 60 Eyes **BRN**

28 City **Jersey City** State **NJ** Zip **07306** 58 City **Jersey City** State **NJ** Zip **07306**  
 31 State **NJ** 32 Drivers License No **1A0772-170683 11802** 33 DOB **11/02/80** 34 Expires **3/17** 61 State **NJ** 62 Drivers License No **1212104** 63 DOB **12/12/04** 64 Expires **11/17** 122 **13**

35 Owner's First Name **Sherouda** Initial **T** Last Name **Massoud** 65 Owner's First Name **Mary** Initial **I** Last Name **Ibrahim** 123 **13**  
 Same As Driver  Same As Driver  
 36 Number and Street **320 Fairmount Ave** 66 Number and Street **317 Fairmount Ave Apt 12** 124 **46**  
 37 City **Jersey City** State **NJ** Zip **07306** 67 City **Jersey City** State **NJ** Zip **07306** 125 **46**

38 Make **Toyota** 39 Model **Sienna** 40 Color **GY** 41 Year **04** 42 Plate No. **R6EYM** 43 State **NJ** 68 Make **Toyota** 69 Model **Sienna** 70 Color **GY** 71 Year **04** 72 Plate No. **R6EYM** 73 State **NJ**  
 44 VIN **5TD2A23C845115499** 46 Expires **9/17** 74 VIN **5TD2A23C845115499** 75 Expires **9/17** 126 **01**

46 Vehicle Removed To  Driven  Left at Scene  Towed  Impound  Disabled 47 Authority  Owner  Driver  Police 78 Vehicle Removed To  Driven  Left at Scene  Towed  Impound  Disabled 77 Authority  Owner  Driver  Police 127 **01**  
 48 Alcohol/Drug Test Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0.0%  Pending 78 Alcohol/Drug Test Given:  No  Yes  Refused Type:  Breath  Blood  Urine Results: 0.0%  Pending 128 **01**  
 49 Hazardous Material On Board  Spill  Name or Placard No. 79 Hazardous Material On Board  Spill  Name or Placard No. 128a **02**  
 50 Carrier No.  USDOT  Other \* 80 Carrier No.  USDOT  Other \* 128b **02**  
 51 Commercial Vehicle Weight  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs 81 Commercial Vehicle Weight  ≤ 10,000 lbs  10,001 - 26,000 lbs  ≥ 26,001 lbs 128c **04**  
 52 Carrier name 82 Carrier name 128d **04**



135 Crash Description **Driver of Veh 1 stated he backed out of the parking lot located on the North West corner of Fairmount Ave and Poland St. Driver of Veh 2 further stated he continued driving in reverse west on Fairmount Ave, when he suddenly felt he struck a pedestrian crossing the street. Driver then stopped the car and exited his vehicle. The pedestrian struck was a 12 year old female Mary Ibrahim, who stated she lost consciousness due to the impact of the vehicle striking her and kneeling.** 129a **06**  
 136 Damage To Other Property 129b **17**

Oper. **1** 137 Charge  Multiple Charges **39:4-127** 138 Summons No. **0906-9-501362** Oper. **1** 139 Charge  Multiple Charges **39:4-27** 140 Summons No. **0906-9-501361** 133 **17**  
 141 Officer's Signature **P.O. Mark Murthy** 142 Badge No. **3085** 143 Reviewed By **LT Eric** Badge No. **3085** 144 Case Status  Pending  Complete

	83	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants - If Deceased, Date & Time of Death
A	1	1	/	/	36	M	/	/	/	/	/	/	/	Driver of Veh 1.
B	P	/	/	3	12	F	02	05	2	/	/	/	/	5905 Pedestrian
C														
D														
E														



945-17

New Jersey Police Crash Investigation Report  
Motor Vehicle Crash Description

Police Dept: JCPD Code: 001  
Station: West District Case No: 945-17

(Refer to vehicle by number)

Veh Occ	Pos In/On	Eject	Phys Cond	Age	Sex	Loc Inj	Type Inj	Ref Med	Equip Avail	Equip Used	Bag Dept	Hosp Code	Names & Address of Occupants - If Deceased, Date & Time of Death
F													
G													
H													
I													
J													

ALL INVOLVED

135 Crash Description

her to the ground. Mary Ibrahim further stated she can recall what happened at the time.

The sister of the victim, Maddonna Mahrous, was present when the incident took place. Maddonna stated she was on the north side of the street on Fairmount Ave, and as she was crossing the street, her sister was a few steps behind her, when all of a sudden the driver of Veh. 2 was driving in reverse on Fairmount Ave and struck her sister Mary, knocking her to the ground, making her lose consciousness.

A witness by the name of Ramon Rouse was on scene, who stated he saw driver of Veh. 2 back out of the parking lot, continued to drive in reverse on Fairmount Ave, and struck the victim while crossing the street.

MC bus # 317, run #17-0035 was at the scene evaluating the victim, who had non-life threatening injuries at the time. Mary had swelling to the hip, blood collection to her feet, (unknown damage), abrasion the left lower leg, deformity of the nose. Mary was taken to the J.C.M.C. for further evaluation. She was accompanied by her father, Sammy Ibrahim, who was also at the scene.

Driver of veh 2 was issued summons #0906-9-504361 for careless driving in violation of title 39:4-97, and summons #0906-9-504362 for improper backing in violation of title 39:4-127.

P.O. Frank [Signature]  
Officer's Signature

3085  
Badge Number

1. Case Number: **4231-17** 10. Crash Occurred On: **Fairmount Ave E** 11. Speed Limit: **25** 12. Route No.: **4231-17**  
 2. Police Dept. of: **Jersey City** Code: **101** 13. Milepost: **25**  
 3. Station/Precinct: **West** 14. Road Name: **Boland St** 15. Direction: **E** 16. Direction: **S**  
 17. Cross Road Name/Route No.: **Boland St** 18. Speed Limit: **25**  
 19. Ramp: **From** 20. Route Name/Route No.: **Boland St** 21. Latitude: **40.72** 22. Longitude: **-74.04**

4. Date of Crash: **04/23/17** 5. Day of Week: **Th** 6. Time (use 2400 hrs.): **12:42** 7. Municipality Code: **0906** 8. Total Killed: **0** 9. Total Injured: **1**  
 23. Veh. # 24. Policy No. 25. NJ Ins. Code: **P1** 53. Veh. # 54. Policy No. 55. NJ Ins. Code: **V2**

26. Driver's First Name: **Kenneth J Parker** 27. Number & Street: **319 Fairmount Ave** 28. City: **Jersey City** State: **NJ** Zip: **07304**  
 56. Driver's First Name: **Self** 57. Number & Street: **Self** 58. City: **Self** State: **Self** Zip: **Self**

30. Eyes: **BR** DL Class: **1** Restrictions: **None** Endorsements: **None** 31. State: **NJ** 60. Eyes: **BR** DL Class: **1** Restrictions: **None** Endorsements: **None** 61. State: **NJ**  
 32. Driver's License Number: **103088** 33. DOB: **11/03/88** 34. Expires: **mm/yy** 62. Driver's License Number: **Self** 63. DOB: **Self** 64. Expires: **mm/yy**

35. Owner's First Name: **Same as Driver** 36. Number & Street: **319 Fairmount Ave** 37. City: **Jersey City** State: **NJ** Zip: **07304**  
 65. Owner's First Name: **Same as Driver** 66. Number & Street: **Self** 67. City: **Self** State: **Self** Zip: **Self**

38. Make: **Lincoln** 39. Model: **Town Car** 40. Color: **Bk** 41. Year: **06** 42. Plate No.: **0LW** 43. State: **NJ** 68. Make: **Lincoln** 69. Model: **Town Car** 70. Color: **Bk** 71. Year: **06** 72. Plate No.: **0LW** 73. State: **NJ**  
 44. VIN: **1G1ZG52402L000000** 45. Expires: **mm/yy** 74. VIN: **1G1ZG52402L000000** 75. Expires: **mm/yy**

46. Vehicle Removed to: **None** 47. Authority: **Owner**  
 76. Vehicle Removed to: **None** 77. Authority: **Driver**

48. Alcohol Drug Test: **None** 49. Hazardous Material: **None** 78. Alcohol Drug Test: **None** 79. Hazardous Material: **None**  
 50. Carrier No.: **None** 51. GVWR / GCWR (trucks & buses only): **None** 80. Carrier No.: **None** 81. GVWR / GCWR (trucks & buses only): **None**

52. Motor Carrier or Government Entity: **None** 82. Motor Carrier or Government Entity: **None**  
 135. Damage to Other Property: **None**

136. Charge: **none** 137. Summons No.: **---** 138. Charge: **none** 139. Summons No.: **---**  
 140. Charge: **---** 141. Summons No.: **---** 142. Charge: **---** 143. Summons No.: **---**

	83	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants If Deceased, Date & Time of Death
A	P	-	-	04	28	M	07	08	1	-	-	-	-	Pedestrian 1
B	2	1	01	-	00	00	-	00	00	00	-	-	-	Driver of V2
C														
D														

State of New Jersey Police Crash Investigation Report NJTR-1

Use Code 00 for Unknown.

Use Code 99 for Other.

Explain Other in Crash Description

Also, Explain Items Marked with asterisk (\*) in Crash Description

If an Item Does Not Apply, Enter a Dash (-)

Eye Color (box 30, 60)

- 1 - Black 4 - Blue
2 - Brown 5 - Hazel
3 - Gray 6 - Green
7, 8, and 9 = Other

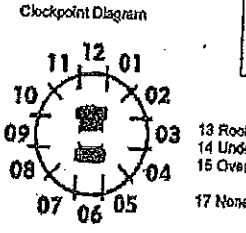
Vehicle Color Codes (box 40, 70)

- Beige BG
Black BK
Blue BL
Brown BN
Coral CL
Cream CM
Gold GD
Gray GY
Green GN
Maroon MN
Orange OG
Pink PK
Purple PL
Red RD
Silver SL
Tan TN
Turquoise TQ
White WT
Yellow YL

Apparent Contributing Circumstances
Driver/Pedalcyclist Actions (01-29)
Vehicle Factors (31-49)
Pedestrian Factors (71-89)
Apparent Physical Status
Cell Phone in Use By Driver

Vehicle / Pedalcyclist Action (01-29)
Pedestrian Action (31-49)
Pro-Crash Action
Traffic Controls

Sequence of Events (select up to 4 for each vehicle)
Collision w/ Person, MV, or Non-Fixed Object (21-30)
Collision w/ Fixed Object (41-69)
Other Non-Fixed Object



Vehicle Impact Area
Initial Impact
Principal Damage
Initial Impact
Principal Damage

**FY 2018 NJDOT SAFE STREETS TO TRANSIT**  
**Fairmount Avenue from Bergen Avenue to Summit Avenue**  
**ENGINEER'S DESIGN ESTIMATE - REVISED 10/2/2017**

Jose R. Cunha, PE, CME  
 City Engineer

Jersey City, Hudson County, New Jersey

		UNIT	Fairmount - Bergen to Summit	TOTAL APPROX QUANTITIES	TOTAL EXTRA QUANTITIES	TOTAL CONTRACT QUANTITIES	UNIT PRICE	AMOUNT
1	CONSTRUCTION SIGNS	SF	100	100		100	\$20.00	\$ 2,000.00
2	BREAKAWAY BARRICADES	UNIT	10	10		10	\$60.00	\$ 600.00
3	TRAFFIC DRUMS	UNIT	35	35		35	\$30.00	\$ 1,050.00
4	TRAFFIC CONES	UNIT	50	50		50	\$10.00	\$ 500.00
5	INLET TYPE 'A' (IF & WHERE DIRECTED)	UNIT	1	1		1	\$4,000.00	\$ 4,000.00
6	INLET TYPE 'B' (IF & WHERE DIRECTED)	UNIT	4	4		4	\$4,000.00	\$ 16,000.00
7	INLET TYPE 'E' (IF & WHERE DIRECTED)	UNIT	1	1		1	\$4,000.00	\$ 4,000.00
8	RECONSTRUCT INLET, TYPE A, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	1	1		1	\$1,300.00	\$ 1,300.00
9	RECONSTRUCT INLET, TYPE B, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	2	2		2	\$2,200.00	\$ 4,400.00
10	RECONSTRUCT INLET, TYPE E, USING NEW CASTING (IF & WHERE DIRECTED)	UNIT	1	1		1	\$2,200.00	\$ 2,200.00
11	RESET INLET W/ NEW FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	3	3		3	\$1,000.00	\$ 3,000.00
12	RESET INLET W/ EXIST. FRAME, CURB PIECE, BICYCLE SAFE GRATE	UNIT	2	2		2	\$500.00	\$ 1,000.00
13	DRIVEWAY ACCESS BACKPLATE	UNIT	1	1		1	\$600.00	\$ 600.00
14	CURB PIECE TYPE 'N', 4"	UNIT	2	2		2	\$275.00	\$ 550.00
15	CURB PIECE TYPE 'N', 6"	UNIT	1	1		1	\$300.00	\$ 300.00
16	CURB PIECE TYPE 'N', 8"	UNIT	1	1		1	\$325.00	\$ 325.00
17	INLET FILTER, TYPE 1	UNIT	10	10		10	\$100.00	\$ 1,000.00
18	CATCH BASIN TRAP	UNIT	1	1		1	\$600.00	\$ 600.00
19	CATCH BASIN WALL PLATE	UNIT	1	1		1	\$650.00	\$ 650.00
20	REPAIRED CATCH BASIN WALL	SF	10	10		10	\$25.00	\$ 250.00
21	9"X20" CONCRETE VERTICAL CURB	LF	200	200		200	\$40.00	\$ 8,000.00
22	CONCRETE SIDEWALK, 4" THICK	SY	1000	1000		1000	\$80.00	\$ 80,000.00
23	CONCRETE SIDEWALK, REINFORCED 6" THICK	SY	20	20		20	\$90.00	\$ 1,800.00
24	DETECTABLE WARNING SURFACE	SY	4	4		4	\$250.00	\$ 1,000.00
25	BRICK PAVERS (IF & WHERE DIRECTED)	SY	30	30		30	\$150.00	\$ 4,500.00
26	SAWCUTTING, 10" OR LESS	LF	90	90		90	\$2.50	\$ 225.00
27	DENSE GRADED AGGREGATE, 4" THICK (IF & WHERE DIRECTED)	SY	150	150		150	\$30.00	\$ 4,500.00
28	ASPHALT PRICE ADJUSTMENT	LS		1		1	\$2,500.00	\$ 2,500.00
29	FUEL PRICE ADJUSTMENT	LS		1		1	\$1,000.00	\$ 1,000.00
30	HMA PATCH	TON	100	100		100	\$90.00	\$ 9,000.00
31	EXCAVATION UNCLASSIFIED	CY	20	20		20	\$40.00	\$ 800.00
32	EXCAVATION TEST PITS	CY	2	2		2	\$50.00	\$ 100.00
33	TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4" THICK	LF	7500	7500		7500	\$0.65	\$ 4,875.00
34	TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC	SF	100	100		100	\$6.00	\$ 600.00
35	NO PARKING DRIVEWAY	UNITS	8	8		8	\$50.00	\$ 400.00
36	STRIPED RUMBLE STRIP	LF	600	600		600	\$5.00	\$ 3,000.00
37	REGULATORY TRAFFIC SIGN WITH WITH STEEL POST	SF	6	6		6	\$50.00	\$ 300.00
38	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	UNIT	3	3		3	\$160.00	\$ 480.00
39	RELOCATE OR REMOVE EXISTING TRAFFIC SIGN	UNIT	3	3		3	\$150.00	\$ 450.00
40	RECTANGULAR RAPID FLASHING SIGN	UNIT	2	2		2	\$8,000.00	\$ 16,000.00
41	RESET WATER VALVE BOX WITH RISER	UNIT	1	1		1	\$40.00	\$ 40.00
42	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	UNIT	1	1		1	\$80.00	\$ 80.00
43	NEW WATER VALVE BOX ENTIRE ASSEMBLY	UNIT	1	1		1	\$450.00	\$ 450.00
44	NEW WATER VALVE BOX UPPER ASSEMBLY	UNIT	1	1		1	\$325.00	\$ 325.00
45	IMAGING DETECTION SYSTEM	UNIT	2	2		2	\$9,000.00	\$ 18,000.00
46	PEDESTRIAN SIGNAL HEAD	UNIT	2	2		2	\$1,000.00	\$ 2,000.00
47	PEDESTRIAN SIGNAL POLE & FOUNDATION	UNIT	2	2		2	\$1,700.00	\$ 3,400.00
48	PUSH BUTTON	UNIT	2	2		2	\$300.00	\$ 600.00
49	RESET JUNCTION BOX	UNIT	2	2		2	\$1,000.00	\$ 2,000.00
50	RELOCATE JUNCTION BOX WITH NEW BOX	UNIT	2	2		2	\$6,000.00	\$ 12,000.00
51	3" RIGID METALLIC CONDUIT, TYPE EARTH	LF	100	100		100	\$60.00	\$ 6,000.00
52	PEDESTRIAN SCALE STREET LIGHT	UNIT	24	24		24	\$8,000.00	\$ 192,000.00
53	CONTROLLER MODIFICATION	UNIT	1	1		1	\$1,500.00	\$ 1,500.00
54	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	250	250		250	\$5.00	\$ 1,250.00
55	CELLULAR PHONE SERVICE	LS		1		1	\$1,500.00	\$ 1,500.00

SUBTOTAL BASE BID: \$ 425,000.00



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

City Clerk File No. Res. 17-835

Agenda No. 10.T

Approved: OCT 25 2017

TITLE:



**RESOLUTION ACCEPTING A GRANT AWARD FROM AND EXECUTION OF INTERNLOCAL SHARED SERVICES AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND HUDSON REGIONAL HEALTH COMMISSION TO STRENGTHEN THE LOCAL PUBLIC HEALTH WORKFORCE TO REDUCE STDS**

**COUNCIL AS A WHOLE, OFFERED AND MOVED, ADOPTION OF THE FOLLOWING RESOLUTION**

**WHEREAS**, the New Jersey Department of Health and the Hudson Regional Health Commission ("HRHC"), has awarded the City of Jersey City ("City") a grant in the amount of \$47,791 for the period of July 1, 2017 through June 30, 2018 to strengthen the local public health workforce to reduce sexually transmitted diseases as per the grant specifications attached hereto as **Exhibit A** (the "Grant"); and

**WHEREAS**, the Parties wish to enter into an Interlocal Shared Services Agreement, attached hereto as **Exhibit B**, with regard to the services required to perform and fulfill the Grant requirements; and

**WHEREAS**, the City is authorized to enter into a shared services agreement with a local unit pursuant to N.J.S.A. 40A:65-3 et seq.; and

**WHEREAS**, HRHC has received the Grant and needs to fulfill the obligations of the Grant; and;

**WHEREAS**, the JCSHHS is a local provider of Sexually Transmitted Diseases (STD) programs and services and is experienced with the requirements of the Grant and its obligations; and

**WHEREAS**, the City is desirous of accepting this grant in the amount of \$47,791; and

**WHEREAS**, the grant will help reduce STDS in Jersey City by increasing the capacity of the workforce to investigate STDs, identifying case contacts, notifying partners and referring person to treatment.

TITLE: **OCT 25 2017**

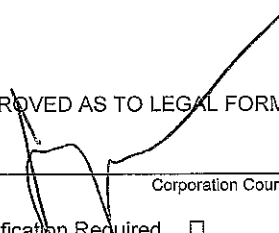
**RESOLUTION ACCEPTING A GRANT AWARD FROM AND EXECUTION OF INTERNLOCAL SHARED SERVICES AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND HUDSON REGIONAL HEALTH COMMISSION TO STRENGTHEN THE LOCAL PUBLIC HEALTH WORKFORCE TO REDUCE STDS**

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

1. The Mayor or Business Administrator is authorized to execute the Interlocal Shared Services agreement attached hereto with the New Jersey Department of Health and Hudson Regional Health Commission for funding and to accept the grant award to strengthen the local public health workforce to reduce STDs.
2. The Mayor and Business Administrator acknowledge the terms and conditions of the agreement.
4. The Office of Management and Budget is hereby authorized to establish an account for these funds.

BD  
10/18/17

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 10-25-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert 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 ACCEPTING A GRANT AWARD FROM AND EXECUTION OF INTERNLOCAL SHARED SERVICES AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND HUDSON REGIONAL HEALTH COMMISSION TO STRENGTHEN THE LOCAL PUBLIC HEALTH WORKFORCE TO REDUCE STDS**

**Initiator**

Department/Division	Health and Human Services	Disease Prevention
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

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

**Resolution Purpose**

Jersey City Health and Human Services wishes to accept a grant, which aims to provide support to Disease Intervention Specialists (DIS) to investigate newly diagnosed cases of Chlamydia, Gonorrhea and Syphilis. This training will be expedited from funded Disease Intervention Specialists (DIS) staff through a mentorship program.

**Cost (identify all sources and amounts)**

Total contract amount of \$47,791.00

**Contract term (include all proposed renewals)**

July 1, 2017 – June 30, 2018

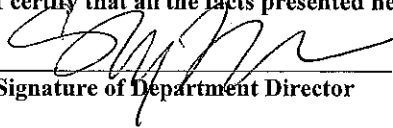
**Type of award**

Grant

**If "Other Exception, enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/18/17  
Date

**INTERLOCAL SHARED SERVICES AGREEMENT  
FOR GRANT COMPLIANCE ASSISTANCE**

This Agreement made and dated as of \_\_\_\_ day of \_\_\_\_\_, by and between the Jersey City Department of Health and Human Services (JCDHHS) and Hudson Regional Health Commission (“HRHC”) (collectively the “Parties”).

**W I T N E S S E T H**

**WHEREAS**, the Parties wish to enter into an Interlocal Shared Services Agreement with regard to services required to the 2017-2018 “Strengthening the Local Public Health Workforce to Reduce Sexually Transmitted Diseases (OLPH-STD) Program” Grant Addendum to the Local Core Capacity for Public Health Emergency Preparedness Grant (“Grant”) requirements; and

**WHEREAS**, HRHC has received the Grant and needs to fulfill the obligations of the Grant; and;

**WHEREAS**, the JCSHHS is a local provider of Sexually Transmitted Diseases (STD) programs and services and is experienced with the requirements of the Grant and its obligations; and

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

1. The recitals set forth above are incorporated herein.
2. **Scope of Services.** JCDHHS agrees to provide personnel on an as needed basis to assist HRHC with compliance with the Grant requirements. A copy of the scope of work is attached hereto (Attachment A).
3. **Term.** This Agreement shall be effective upon execution and shall continue until June 30, 2018, unless terminated by either Party on thirty (30) days written notice to the other Party.

4. **Compensation.** The HRHC shall pay the JCDHHS for services rendered in connection with providing services at a cost not to exceed \$47,500. Should additional funding be approved, the JCDHHS will expand services commensurate with the additional amount. The HRHC's payment of expenses incurred, other than by automobile, is conditioned upon prior, written approval, by the HRHC Executive Director or designee ("Director"). Following written approval by the Director, the HRHC shall pay this amount to JCDHHS within thirty (30) days of receipt of an invoice from the JCDHHS.

5. **Level of Service.** The JCDHHS will provide all services in a professional and workmanlike manner.

6. **Contact Person.** Each of the Parties agrees to appoint a person by October 15, 2017 to act as liaison to serve as the contact person amongst the various Parties.

7. **Dispute of Payment.** Should any dispute arise with regard to the billing or payment of any invoice, the matter shall be referred to the JCDHHS Director and the HRHC Director.

8. **Indemnification.** Each Party hereby agrees and holds each other harmless against all losses, claims or liabilities of any kind, including reasonable attorneys' fees and costs for personal injury and/or property damage, arising out of or related to the actions taken by any Party pursuant to the Agreement.

9. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its sole cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries, death and/or property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional

**Commented [FF1]:** There should be language that identifies when the name and title of the "contact person" will be provided; or, the Agreement should specifically reference the names and/or titles of each party's contact person.

**Commented [CN2]:**

insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

10. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation; rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. the JCDHHS Director and one additional designee and the HRHC President and one additional Commissioner shall attempt to resolve the dispute; if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

11. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

15. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

16. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Hudson Regional Health Commission  
565 County Avenue, Building 1  
Secaucus, New Jersey 07094  
Attn: Commission President

Jersey City Department of Health and Human Services  
199 Summit Avenue Suite G  
Jersey City, New Jersey 07304  
Attn: Director

17. **Copy.** Pursuant to the provisions set forth in *N.J.S.A. 40A:65-4(b)* a copy of this fully executed Agreement shall be filed by local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. 803, Trenton, NJ 08625-0803.

**IN WITNESS WHEREOF**, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST:

HUDSON REGIONAL HEALTH  
COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_  
Carrie Nawrocki, Director

JERSEY CITY

\_\_\_\_\_

BY: \_\_\_\_\_  
Robert Kakoleski, Business Administrator



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

City Clerk File No. Res. 17-836  
 Agenda No. 10.U  
 Approved: OCT 25 2017  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2017)**

**COUNCIL as a whole of the following resolution**

**Offered and moved adoption**

**WHEREAS**, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the **2017 Drunk Driving Enforcement Fund (DDEF)** in the amount of **\$12,410.79**; and

**WHEREAS**, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

**WHEREAS**, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

**WHEREAS**, the Division of Highway Traffic Safety will award the Jersey City Police Department a total of **\$12,410.79** upon completion of this grant application; and

**WHEREAS**, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

**WHEREAS**, the Jersey City Police Department would like to apply for the **\$12,410.79** grant from the Division of Highway Traffic Safety's 2017 Drunk Driving Enforcement Fund.

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the 2017 Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: *Jerome Pale*  
 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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2017)**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

**Contract Purpose**

The Jersey City Police Department will apply for the **FY 2017 Drunk Driving Enforcement Fund** for the amount of **\$12,410.79**. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

**Cost (Identify all sources and amounts)**

Grant Funds

**Contract term (include all proposed renewals)**

Upon receipt of funds until December 31, 2018

**Type of award**

State Grant

If "Other Exception", enter type

**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

# FY 2017- Drunk Driving Enforcement Fund

\*Alphabetical Listing

	Unclaimed Funding	Current Funding	Total Funds Available
HI-NELLA BORO		\$1,176.75	\$2,409.92
HOBOKEN CITY		\$8,736.85	\$8,736.85
HO-HO-KUS BORO		\$1,637.21	\$1,637.21
HOLLAND TWP.		\$500.59	\$500.59
HOLMDEL TWP		\$6,391.23	\$14,358.90
HOPATCONG BORO		\$4,961.92	\$4,961.92
HOPEWELL TWP (Incl. Hopewell Boro)		\$3,630.18	\$3,630.18
HOWELL TWP		\$25,033.90	\$25,033.90
HUDSON COUNTY SHERIFF		\$4,094.22	\$4,094.22
INDEPENDENCE TOWN		\$1,542.17	\$1,542.17
IRVINGTON TOWN		\$3,660.78	\$11,753.94
ISLAND HEIGHTS BORO		\$93.32	\$1,726.43
JACKSON TWP		\$13,292.69	\$13,292.69
JAMESBURG BORO		\$2,610.04	\$2,610.04
JEFFERSON TWP		\$6,287.84	\$6,287.84
JERSEY CITY		\$12,410.79	\$12,410.79
KEAN UNIVERSITY		\$312.36	\$2,091.32
KEANSBURG BORO		\$2,044.34	\$2,044.34
KEARNY TOWN		\$10,067.04	\$10,067.04
KENILWORTH BORO		\$1,333.48	\$1,333.48
KEYPORT BORO		\$3,750.82	\$10,604.03
KINNELON BORO		\$1,281.62	\$4,414.84
LACEY TWP		\$11,058.59	\$11,058.59
LAKE COMO (Form. South Belmar Boro)		\$370.73	\$370.73
LAKEHURST BORO		\$2,721.81	\$18,314.22
LAKESIDE TWP		\$18,171.59	\$47,120.58
LAMBERTVILLE CITY		\$2,779.06	\$2,779.06
LAUREL SPRINGS BORO		\$82.38	\$82.38
LAVALETTE BORO		\$2,156.50	\$2,156.50
LAWNSIDE BORO		\$1,555.73	\$1,555.73
LAWRENCE TWP		\$9,637.63	\$9,637.63
LEBANON TWP		\$636.04	\$636.04
LEONIA BORO		\$6,557.09	\$6,557.09
LINCOLN PARK BORO		\$4,163.29	\$8,480.23
LINDEN CITY		\$14,294.61	\$14,294.61
LINDENWOLD BORO		\$1,890.59	\$1,890.59
LINWOOD CITY		\$887.57	\$3,453.52
LITTLE EGG HARBOR TWP		\$2,488.98	\$22,459.62
LITTLE FALLS TWP		\$12,376.74	\$12,376.74
LITTLE FERRY BORO		\$1,954.09	\$3,616.83
LITTLE SILVER BORO		\$2,052.97	\$13,940.40
LIVINGSTON TWP		\$2,227.94	\$15,024.96
LODI BORO		\$10,214.27	\$28,311.62
LOGAN TWP		\$1,257.06	\$1,257.06
LONG BEACH TWP (Incl. Barnegat Light Boro)		\$6,146.79	\$23,327.31
LONG BRANCH CITY		\$7,646.14	\$48,575.44
LONG HILLS TWP		\$1,293.77	\$4,082.89
LONGPORT BORO		\$937.53	\$937.53
CAM	\$1,233.17		
HUD			
BERG			
HUN	\$500.59		
MON	\$7,967.67		
SUSS			
MER			
MON			
HUD			
WARR			
ESS	\$8,093.16		
OCE	\$1,633.11		
OCE			
MID			
MOR			
HUD			
UNI	\$1,778.96		
MON			
HUD			
UNI			
MON	\$6,853.21		
MOR	\$3,133.22		
OCE			
MON			
OCE	\$15,592.41		
OCE	\$28,948.99		
HUN			
CAM			
OCE			
CAM			
MER			
HUN			
BERG			
MOR	\$4,316.94		
UNI			
CAM			
ATL	\$2,565.95		
OCE	\$19,970.64		
PASS			
BERG	\$1,662.74		
MON	\$11,887.43		
ESS	\$12,797.02		
BERG	\$18,097.35		
GLOU			
OCE	\$17,180.52		
MON	\$40,929.30		
MOR	\$2,789.12		
ATL			

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

City Clerk File No. Res. 17-837

Agenda No. 10.V

Approved: OCT 25 2017

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW  
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF  
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR  
2017 BODY ARMOR REPLACEMENT FUND**

**COUNCIL**  
the following resolution

Offered and moved adoption of

**WHEREAS**, the nature of police work creates a danger to the members of the Jersey City Police Department; and

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

**WHEREAS**, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (FY 2017), and

**WHEREAS**, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

**WHEREAS**, the City of Jersey City having shown a desire to protect police officers has applied and has been awarded \$71,364.38 for this purpose, and

**WHEREAS**, the Jersey City Police Department would like to accept the \$71,364.38 award being offered by the New Jersey Division of Criminal Justice under the 2016 Body Armor Replacement Fund, and

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

1. The City of Jersey City accepts \$71,364.38 from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department, and
2. These funds will be used to provide body armor for the Jersey City Police Department.

APPROVED: *Jerome Cole*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Rafaelo 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 CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW  
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF  
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR  
2017 BODY ARMOR REPLACEMENT FUND**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Jaclyn Marcazo	Sgt.
Phone/email	(201) 547-4736	jmarcazo@njcps.org

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

**Contract Purpose**

The Jersey City Police Department has received a grant award from the New Jersey Department of Law and Public Safety in the amount of **\$71,364.38**. These funds will be used strictly to purchase body armor for sworn personnel.

**Cost (Identify all sources and amounts)**

Grant Funds

**Contract term (include all proposed renewals)**

Two year expiration from the date of the award notice.

Type of award

If "Other Exception", enter type

**Additional Information**

Body armor costs will be covered at 100% through these grant funds.  
  
There is **NO MATCH**.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/11/17  
Date



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

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

TO: Isabelle Procaccino  
FROM: Sgt. Jaclyn Marcazo  
DATE: October 13, 2017  
SUBJECT: Resolutions

---

Dear Ms. Procaccino,

Enclosed are Resolutions to accept the Body Armor Replacement Fund Award (FY 2017) in the amount \$71,364.38 and apply for the Drunk Driving Enforcement Fund (FY 2017) in the amount of \$12,410.79.

Respectfully Submitted,  
*Sgt. Jackie Marcazo*  
Sgt. Jaclyn Marcazo

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

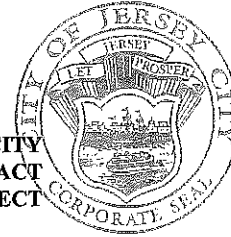
City Clerk File No. Res. 17-838

Agenda No. 10.W

Approved: OCT 25 2017

TITLE:

**RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 28, 2017 FOR A CONTRACT KNOWN AS HAMILTON PARK - GAZEBO REPAIRS, PROJECT NO. 2016-044**



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

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Hamilton Park - Gazebo Repairs, Project No. 2016-044 (Project); and

**WHEREAS**, on September 28, 2017, the City of Jersey City (City) received three (3) bids from:

A-Tech Concrete Company	\$123,450.00
V & K Construction	\$315,250.00
Zenith Construction Services Inc.	\$346,000.00

**WHEREAS**, A-Tech Concrete Company requested that its bid be withdrawn because of a substantial computational error; and

**WHEREAS**, V & K Construction was non-responsive to the bid specifications because on the Bid Proposal page (P-8) it listed V & K as the subcontractor for Structural and Ornamental Steel without the required backup documentation and its Grand Total Bid Price for Items Nos. 1 and 2 was incorrect; and

**WHEREAS**, the only responsive bid of Zenith Construction Services, Inc. substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$250,000.00; and

**WHEREAS**, the City's Director of Architecture recommends that all bids be rejected and that the contract be rebid; and

**WHEREAS**, N.J.S.A. 40A:11-13.2(a) authorizes the rejection of all bids when bids substantially exceed the pre-bid estimate;

**NOW THEREFORE**, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, the bids received by the City on September 28, 2017 for a contract known as Hamilton Park - Gazebo Repairs, Project No. 2016-044 are rejected and the Purchasing Agent is authorized to rebid the contract.

RR/ab  
October 12, 2017

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 7-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION REJECTING THE BID RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 28, 2017 FOR A CONTRACT KNOWN AS HAMILTON PARK – GAZEBO REPAIRS, PROJECT NO. 2016-044.**

**Project Manager**

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@cnj.org

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

**Contract Purpose**

Hamilton Park – Gazebo Repairs

Bids were received at the Division of Purchasing on September 28, 2017, only one bid was responsive and it substantially exceeded the Division of Architecture’s (Division) pre-bid estimate for this Project of \$250,000.00.

City’s Director of Architecture recommends that the bid be rejected and the contract be rebid.

**Cost (Identify all sources and amounts)**

N/A

**Contract term (include all proposed renewals)**

N/A

Type of award

If “Other Exception”, enter type

**Additional Information**

1. A-Tech Concrete Company requested that its bid be withdrawn because of a substantial computational error; and
2. V & K Construction was non-responsive to the bid specifications because on the Bid Proposal page (P-8) it listed V & K as the subcontractor for Structural and Ornamental Steel without the required backup documentation and its Grand Total Bid Price for Items Nos. 1 and 2 was incorrect; and
3. Zenith Construction Services, Inc. the only responsive bid, substantially exceeds the Division of Architecture’s (Division) pre-bid estimate for this Project of \$250,000.00.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

10.13.17  
Date





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

---

DATE : October 13, 2017

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : Hamilton Park - Gazebo Repairs  
Project No. 2016-044

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Attached for your consideration is the Resolution rejecting bids received for a contract known as Hamilton Park - Gazebo Repairs. The Division of Purchasing received three (3) bids, however, the low bid was rescinded; the second bid was disqualified due to an incurable bid defect and the sole responsive bid received in this regard substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$250,000.00.

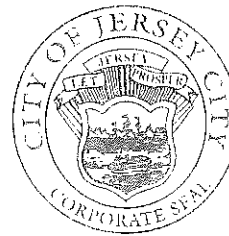
The project will be rebid with a minimum bid period, if this resolution is approved.

If you need any additional information, please do not hesitate to call.

ab

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

City Clerk File No. Res. 17-839  
Agenda No. 10.X  
Approved: \_\_\_\_\_  
TITLE:



## WITHDRAWN

### RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM FOR THE CY2016

**WHEREAS**, the Tax Assessor's Office uses a proprietary computer software program known as the MOD IV System for the purposes of printing and mailing of assessment cards; and

**WHEREAS**, contracts for the performance of goods or services for the support or maintenance of proprietary computer hardware and software are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the MOD IV System is a proprietary computer software program and MicroSystems, Inc. provided support services to the City of Jersey City's (City) MOD IV System beginning on January 1, 2016; and

**WHEREAS**, the total cost of providing the services to the City for the calendar year of 2016 is \$31,873.22; and

**WHEREAS**, funds in the amount of \$31,873.22 are available in Account No. 01-203-20-150-312; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract to pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the City's Tax Assessor has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

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

**WHEREAS**, MicroSystems has submitted a Chapter 271 Political Disclosure Statement prior to the award of this contract; and

**WHEREAS**, MicroSystems has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. A contract award in the amount of \$31,873.22 to MicroSystems, Inc. for the support of the MOD IV System utilized by the Tax Assessor's Office for a term effective as of January 1, 2016 and ending on December 31, 2016 is hereby ratified;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for the support or maintenance of proprietary computer software; and

City Clerk File No. Res. 17-839

Agenda No. 10.X

TITLE:

**RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM FOR THE CY2016**

- 3. The Business Entity Disclosure Certification, Chapter 271 Political Disclosure Certification, Certification of Compliance with the City's Contractor of Pay-to-Play Reform Ordinance, and the Determination of Value certification, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.
- 4. The contractor shall be paid by means of an NC voucher because the services were provided during the City's 2016 fiscal year.

I, Donna Mauer (Donna Mauer) certifies that on 10/25/17 funds in the amount of \$31,873.22 are available in Account No.: 01-203-20-150-312

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

APPROVED AS TO LEGAL FORM

*R.R.  
10/18-17*

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
GADSDEN			
BOGGIANO			

✓ Indicates Vote

**WITHDRAWN**

FINAL PASSAGE <b>10.25.17</b>			
PERSON	AYE	NAY	N.V.
MAN			
IO, PRES			

N.V.-Not Voting (Abstain)

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM**

**Project Manager**

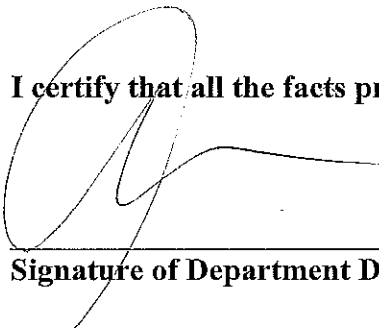
Department/Division	Tax Assessor's Office	
Name/Title	Ed Toloza	Tax Assessor
Phone/email	(201) 547 4804	edward@jcnj.org

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

**Contract Purpose**

This resolution ratifies a contract award to Microsystems, Inc. to provide services, through the MOD IV system, to the Tax Assessor's office for the purposes of printing and mailing assessment cards. The contract begins January 1, 2016 at the cost of \$31,873.22 for the calendar year of 2016.

**I certify that all the facts presented herein are accurate.**

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

10/17/17  
\_\_\_\_\_  
**Date**



MicroSystems-NJ.com, L.L.C.  
542 Berrywood Lane  
Bridgewater, NJ 08807  
(908) 704-8862

Customer Code: JERSEY-TA  
Phone:

Invoice Date: 01/23/16  
Invoice #: 11605

JERSEY CITY TAX ASSESSOR  
CITY HALL  
280 GROVE STREET  
JERSEY CITY, NJ 07302

I N V O I C E

Quantity	Item Description	Unit Price	Tax	Extended Amount
58327.00	POST CARDS	.545		31,788.22
1.00	SET-UP FEE	85.000		85.00

NJ State Sales Tax: .00

Due Date: 02/02/16 Total For Invoice#11605: 31,873.22

All PAST DUE Invoices will be Charged 1.5% Interest Per Month.

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

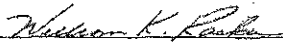
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): William Raska

Representative's Signature: 

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 908-704-8862

Date: 10/17/17



**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): William Raska  
Representative's Signature: *William Raska*  
Name of Company: MicroSystems-nj.com, L.L.C.  
Tel. No.: 908-704-8862 Date: 10/17/17

**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 : MicroSystems-nj.com, L.L.C.  
Address : 985 Route 202/206, Bridgewater, NJ  
Telephone No. : 908-704-8862  
Contact Name : William Raska

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202/206, Bridgewater, NJ

Telephone No. : 908-704-8862

Contact Name: William Raska

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William Raska	542 Berrywood Lane, Bridgewater, NJ
Denise Raska	542 Berrywood Lane, Bridgewater, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MicroSystems-nj.com, L.L.C.  
 Signed: William Raska Title: Member  
 Print Name: William Raska Date: 10/17/17

Subscribed and sworn before me this ___ day of _____, 2___.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)



04/20/04

Taxpayer Identification# 223-626-324/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 992-1790.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 282  
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

MICROSYSTEMS-NJ.COM, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-626-324/000

SEQUENCE NUMBER:

0727427

ADDRESS:

385 ROUTE 202-205  
BRIDGEWATER NJ 08807

ISSUANCE DATE:

04/20/04

EFFECTIVE DATE:

01/07/99

FORM-BRC(08-01)

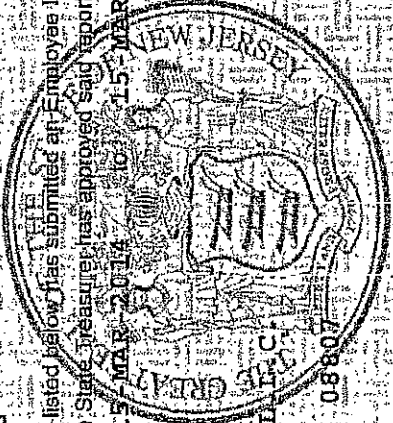
*John E. Tully*  
Acting Director

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

Certification 28079

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2014 to 15-MAR-2021.



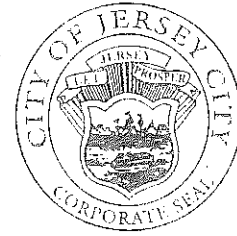
MICROSYSTEMS-NJ.COM  
985 RT. 202-206  
BRIDGEWATER NJ 08807

Andrew P. Sidamon-Eristoff  
State Treasurer



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

City Clerk File No. Res. 17-840  
Agenda No. 10.Y  
Approved: OCT 25 2017  
TITLE:



## RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM FOR THE CY2017

**WHEREAS**, the Tax Assessor's Office uses a proprietary computer software program known as the MOD IV System for the purposes of printing and mailing assessment cards; and

**WHEREAS**, contracts for the performance of goods or services for the support or maintenance of proprietary computer hardware and software are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the MOD IV System is a proprietary computer software program and MicroSystems, Inc. provided support services to the City of Jersey City's (City) MOD IV System beginning on January 1, 2017; and

**WHEREAS**, the total cost of providing the services to the City for the calendar year of 2017 is \$32,041.10; and

**WHEREAS**, funds in the amount of \$32,126.10 are available in Account No. 01-203-20-150-312; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract to pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the City's Tax Assessor has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

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

**WHEREAS**, MicroSystems has submitted a Chapter 271 Political Disclosure Statement prior to the award of this contract; and

**WHEREAS**, MicroSystems has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

TITLE: **OCT 25 2017**

**RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM FOR THE CY2017**

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

1. A contract award in the amount of \$32,126.10 to MicroSystems, Inc. for the support of the MOD IV System utilized by the Tax Assessor's Office for a term effective as of January 1, 2017 and ending on December 31, 2017 is hereby ratified;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for the support or maintenance of proprietary computer software; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Disclosure Certification, Certification of Compliance with the City's Contractor of Pay-to-Play Reform Ordinance, and the Determination of Value certification, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

I, Donna Mauer (Donna Mauer) certified that funds are in the amount of \$32,126.10 are available in Account No.: 01-201-20-150-312 P.O. # 126802

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

*R.R.  
10-18-17*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MOD IV SYSTEM**

**Project Manager**

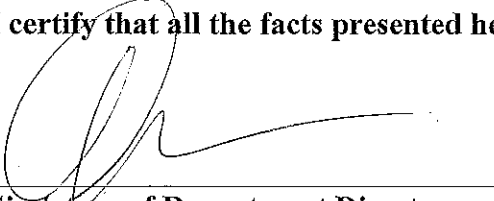
Department/Division	Tax Assessor's Office	
Name/Title	Ed Toloza	Tax Assessor
Phone/email	(201) 547 4804	edward@jcnj.org

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

**Contract Purpose**

This resolution ratifies a contract award to Microsystems, Inc. to provide services, through the MOD IV system, to the Tax Assessor's office for the purposes of printing and mailing assessment cards. The contract begins January 1, 2017 at the cost of \$32,126.10 for the calendar year of 2017.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/17/17

Date

MicroSystems-NJ.com, L.L.C.  
542 Berrywood Lane  
Bridgewater, NJ 08807  
(908) 704-8862

Customer Code: JERSEY-TA  
Phone:

Invoice Date: 01/22/17  
Invoice #: 12157

JERSEY CITY TAX ASSESSOR  
CITY HALL  
280 GROVE STREET  
JERSEY CITY, NJ 07302

I N V O I C E

Quantity	Item Description	Unit Price	Tax	Extended Amount
58791.00	POST CARDS	.545		32,041.10
1.00	SET-UP FEE	85.000		85.00

NJ State Sales Tax: .00

Due Date: 02/01/17

Total For Invoice#12157: 32,126.10

All PAST DUE Invoices will be Charged 1.5% Interest Per Month.

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Requisition #

0180946

**Vendor**  
MICRO SYSTEMS - N.J.  
985 ROUTE 202-206  
BRIDGEWATER NJ 08807

MI366495

**Dept. Bill To**  
ASSESSOR  
280 GROVE ST.  
ROOM 116  
JERSEY CITY NJ 00000

**Dept. Ship To**  
ASSESSOR  
280 GROVE ST.  
ROOM 116  
JERSEY CITY NJ 00000

**Contact Info**  
Ivette Cruz  
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MICROSYSTEMS MICROSYSTEMS CONTRACT AWARD SERVICES TO PROVIDE SUPPORT TO THE TAX ASSESSOR'S MOD IV SYSTEM	01-201-20-150-312	32,126.10	32,126.10

Requisition Total 32,126.10

Req. Date: 10/17/2017

Requested By: IVCRUZ

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): William Raska

Representative's Signature: 

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 908-704-8862

Date: 10/17/17

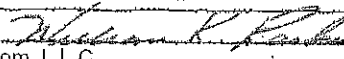
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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: William Raska  
Representative's Signature:   
Name of Company: MicroSystems-nj.com, L.L.C.  
Tel. No.: 908-704-8862 Date: 10/17/17



**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 : MicroSystems-nj.com, L.L.C.  
Address : 985 Route 202/206, Bridgewater, NJ  
Telephone No. : 908-704-8862  
Contact Name : William Raska

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

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**DIVISION OF PURCHASING COPY**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William Raska	542 Berrywood Lane, Bridgewater, NJ
Denise Raska	542 Berrywood Lane, Bridgewater, NJ

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MicroSystems-pj.com, L.L.C.  
 Signed: William Raska Title: Member  
 Print Name: William Raska Date: 10/17/17

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_\_.  
 \_\_\_\_\_ (Affiant)  
 My Commission expires: \_\_\_\_\_  
 \_\_\_\_\_ (Print name & title of affiant) (Corporate Seal)



04/20/04

Taxpayer Identification# 223-626-324/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1740.

Wish you continued success in your business endeavors.

Sincerely,

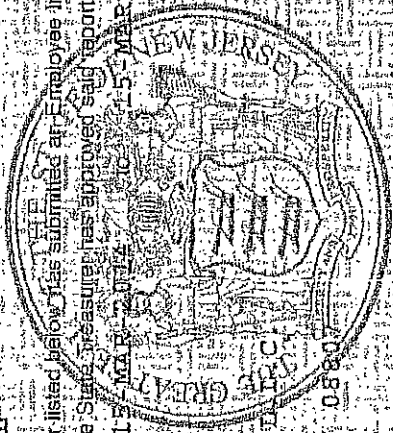
*J.P. & Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY
BUSINESS REGISTRATION CERTIFICATE		DIVISION OF REVENUE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		PO BOX 257 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
MICROSYSTEMS-NJ.COM, L.L.C.		
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
223-626-324/000	0727427	
ADDRESS:	ISSUANCE DATE:	
985 ROUTE 202-206 BRIDGEWATER, NJ 08807	04/20/04	
EFFECTIVE DATE:		
01/07/99		
FORM-BRC(08-01)	Acting Director <i>J.P. &amp; Tully</i>	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Certification 28079

# 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 12 months from 15-MAR-2021.



MICROSYSTEMS-NJ.COM, INC.  
985 RT. 202-206  
BRIDGEWATER NJ 08808



Andrew P. Sidamon-Einstoff  
State Treasurer

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

City Clerk File No. Res. 17-841

Agenda No. 10.Z

Approved: OCT 25 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND INSTALLATION OF BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

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

**WHEREAS**, the Department of Public Works, Division of Automotive Maintenance needs to purchase box spreaders for four of their fleet of vehicles used to spread salt; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 in the total amount of twenty five thousand dollars (\$25,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Winner Ford, attached hereto, to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$25,000.00 are available in the Operating Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
01-201-26-292-314		\$25,000.00

126685

(Continue on page 2)



City Clerk File No. Res. 17-841

Agenda No. 10.Z

TITLE: **OCT 25 2017**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND INSTALLATION OF BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

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

1. A contract in the amount of \$25,000.00, for the purchase and installation of box spreaders is awarded to Winner Ford.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$25,000.00 are available in the Operating Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
01-201-26-292-314	126685	\$25,000.00

Approved by: Patricia M. V... Assst. QPA / or 10-17-17  
 Director of Purchasing, QPA, RPPD Date

PF/pv/RR  
10/1217

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_ R.R.  
10-17-17

APPROVED: \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required    
 Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rojando R. Lavarro, Jr.  
Rojando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND INSTALLATION OF BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Acting Automotive Director
Phone/email	201-547-4400 201-240-5292	ortizh@jcnj.org mvalenti@jcnj.org

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

**Contract Purpose**

- ✦ To furnish and install 2 yard series IV Stainless Steel Box Spreader.
- ✦ Primarily to be used for spreading of salt on roadways, etc.
- ✦ Four (4) total.
- ✦ Each spreader cost \$6,250.00.

**Cost (Identify all sources and amounts)**

01-201-26-315-314 (Automotive operating)

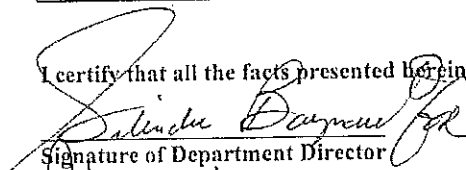
**Contract term (include all proposed renewals)**

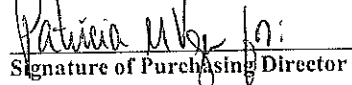
One time purchase.

Type of award **Fair and Open**

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

  
Signature of Department Director      Date 10/12/17

  
Signature of Purchasing Director      Date 10/17/17



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**126685**

THIS NUMBER MUST APPEAR ON ALL INVOICES  
 CREDIT ADVANCEMENTS, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0180807**  
 BUYER **P2PRESO**

DATE	VENDOR NO
10/17/2017	WI597355

**VENDOR INFORMATION**

**WINNER FORD**  
 250 HADDONFIELD BERLIN RD.  
 CHERRY HILL NJ 08034

**DELIVER TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**BILL TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
4.00	EA	BOX SPREADERS FURNISH & INSTALL SMITH 2 YARD SERIES IV SS V BOX SPREADER  MOUNTED ON HARDWOOD RUNNERS TOP SCREENS INVERTED V ON/OFF SWITCH IN CAB RUBBER SIDE CURTAINS  QUOTE D/D 10/4/17  PTPRESO _____, APPROVED _____	01-201-26-292-314	6,250.0000	25,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **25,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

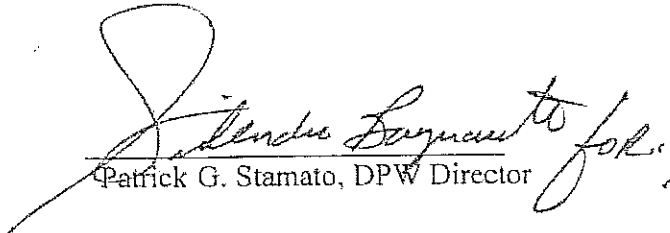
**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for box spreaders on the plow trucks.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Winner Ford.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/12/17  
Date

  
Patrick G. Stamato, DPW Director

Requisition #  
0180807

**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**Requisition**

Assigned PO #

Vendor

Dept. Bill To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

*R*

Dept. Ship To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305  
Contact Info  
Marty Valenti  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
4.00	EA	BOX SPREADER FURNISH & INSTALL SMITH 2' YARD SERIES IV STAINLESS STEEL V BOX SPREADER MOUNTED ON HARDWOOD RUNNERS TOP SCREENS INVERTED V ON/OFF SWITCH IN CAB RUBBER SIDE CURTAINS	01-201-26-292-314	.00	.00

**VJ**

*10/11/17*  
*RRP*

Requisition Total .00

Req. Date: 10/05/2017  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: *Marty Valenti*  
*10/5/17*

**This Is Not A Purchase Order**

Winner Ford  
 250 Berlin Road  
 Cherry Hill, NJ 08034  
 856-427-2792

Invoice No. 10/4/2017

**INVOICE**

<b>Customer</b>			
Name:	City of Jersey City		
Address:	394 Central Ave		
City:	Jersey City	State:	NJ ZIP: 07307
Phone:			

<b>Misc</b>	
Date:	10/4/2017
Order No.:	
Rep:	
FOB:	

Qty	Description	Unit Price	TOTAL
4	Smith 2 Yard Series IV Stainless Steel V-Box Spreader -mounted on hardwood runners -top screens -inverted V -On/off switch in cab -rubber side curtains	\$6,250.00	\$ 25,000.00

OCT 4 '17 PM 3:42

SubTotal	\$ 25,000.00
Shipping	
<b>TOTAL</b>	<b>\$ 25,000.00</b>

**Payment** Select One...

Tax Rate(s)

Comments:  
 Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

201-945-3970



Cliffside Body Corp.  
 130 BROAD AVE  
 FAIRVIEW NJ 07022  
 PHONE 201-945-3970  
 FAX 201-945-7534

Estimate	E 6118
Date	//
Date Open	09/25/2017

www.cliffsidebody.com

Page: 1 of 1

Sold To : 432-4645 201

Ship To :

JERSEY CITY DPW  
 ACCOUNTS PAYABLE DEPARTMENT  
 13 LINDEN AVE EAST, STE 300  
 JERSEY CITY NJ 07305 USA  
 Approved By

Written By ROB	Terms CHG	Time 11:37:35	Customer Po #	Contact MARTIN V.	Phone	Ship Via None	
Unit #	Plate #	Year	Make FORD	Model F350...	Mileage/Hrs 0/0.0	VIN	Reference

Qty	Description	Price	Amount
4.000	FURNISH AND INSTALL ONE (1) SMITH 2 YARD SERIES IV STAINLESS STEEL V-BOX SPREADER - MOUNTED ON HARD WOOD RUNNERS - TOP SCREENS - INVERTED "V" - ON/OFF SWITCH IN CAB- RUBBER SIDE CURTAINS	6250.00	25000.00
	TOTAL	SubTotal	25000.00

OCT 4 '17 PM 3:42

ALL RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE WITHIN 15 DAYS AND ARE SUBJECT TO A HANDLING CHARGE OF 20% ELECTRICAL AND SPECIAL ORDER PARTS ARE NOT RETURNABLE.

Parts..... 25000.00

This invoice is due within 30 days, any past due charges will receive a 1.5% additional charge. Thank You.

Authorized By \_\_\_\_\_

TOTAL DUE 25000.00

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

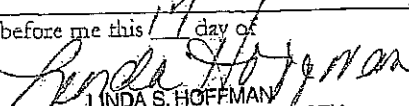
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Thomas Matzic	Gunning Dr, Wilmington DE

**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: CHAS. S. WINNER INC. DBA WINNER FORJ  
 Signed: [Signature] Title: GENERAL MGR GOVT SALES  
 Print Name: Richard Coyle Date: 10/16/17

Subscribed and sworn before me this 17 day of October, 2017  
  
 My Commission expires 8/30/2022 NOTARY PUBLIC OF NEW JERSEY  
 Commission Expires 8/30/2022  
Richard Coyle, General Mgr  
 (Print name & title of affiant) (Corporate Seal)





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Chas. S. Wimmer Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10/15/17 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Chas. S. Wimmer Inc DBA Wimmer Ford

Signed: [Signature] Title: General Mgr Govt Sales

Print Name: Richard Boyle Date: 10/15/17

Subscribed and sworn before me  
this 17 day of Oct, 2017.

My Commission expires:

LINDA S. HOFFMAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/30/2022

[Signature]

[Signature]  
(Affiant)

Richard Boyle General Mgr. Govt. Sales  
(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.

**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 : Chas. S. Winick Inc DBA Winick Ford  
Address : 250 Berlin Rd, Cherry Hill N.J. 08034  
Telephone No. : 856-214-0758  
Contact Name : Rich Coyle

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa.

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** October 17, 2017

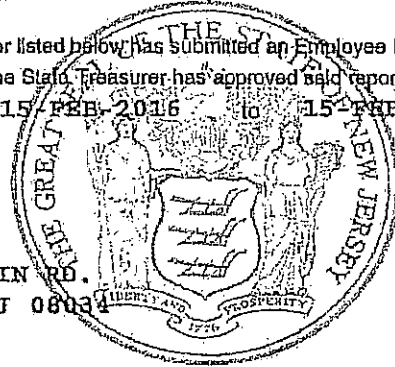
**For Office Use Only:**  
20171017103034527

Certification 1124

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 FEB 2016** to **15 FEB 2019**

WINNER FORD  
250 HADDONFIELD-BERLIN RD.  
CHERRY HILL NJ 08034



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa02ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa02ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 132
4. COMPANY NAME Winner Ford		
5. STREET 250 Haddonfield-Berlin Rd	CITY Cherry Hill	COUNTY Camden
	STATE NJ	ZIP CODE 08034
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Chas.S. Winner Inc.		CITY STATE ZIP CODE Cherry Hill NJ 08034
7. CHECK ONE, IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER. <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					NON MIN.	
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/Managers	24	20	4	1	1					18					4
Professionals															
Technicians															
Sales Workers	37	34	3	2			2		30						3
Office & Clerical	13	4	9	1			1		2		1				8
Craftworkers (Skilled)	22	22		1			1		20						
Operatives (Semi-skilled)	16	16				3		8	5						
Laborers (Unskilled)	20	20		1	1		1		17						
Service Workers															
<b>TOTAL</b>	<b>132</b>	<b>116</b>	<b>16</b>	<b>6</b>	<b>5</b>		<b>13</b>		<b>92</b>		<b>1</b>				<b>15</b>
Total employment From previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 9/9/15 To: 9/15/15		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Richard Coyle	SIGNATURE 	TITLE General Mgr. Gov't Sales	DATE MO DAY YEAR 2 2 16
17. ADDRESS NO. & STREET 250 Haddonfield-Berlin Rd.	CITY Cherry Hill	COUNTY Camden	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) NJ 08034 856 - 428 - 4000

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

City Clerk File No. Res. 17-842

Agenda No. 10.Z.1

Approved: OCT 25 2017

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**



COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, Resolution No. 16.711, approved on October 26, 2016, exercised the first of two renewal options for a total contract amount of \$1,046,242.26; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **November 1, 2017 and ending on October 31, 2018**; and

**WHEREAS**, the total cost of the contract renewal is **\$1,070,259.71**; and

**WHEREAS**, due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of \$71,215.71 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ for the period of November 1, 2017 to October 31, 2018; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 17-01-201-26-291-314**; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of November 1, 2017, and the total cost of the contract shall not exceed **\$1,070,259.71**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 17-842

Agenda No. 10.2.1

TITLE: **OCT 25 2017**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES 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. 17-01-201-26-291-314** for payment of the above resolution.

Requisition # 0180716.

Purchase Order # 126650

September 29, 2017

APPROVED: Patrick G. Stamato, DPW Director 10/26/17

APPROVED AS TO LEGAL FORM [Signature] B.R.  
10-12-17

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

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

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Richard Freda	Custodial Director
Phone/email	201-547-4400 , 201-547-8144	richard@jenj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- The purpose of this resolution is to provide janitorial services, floor care and blood cleanup citywide.
- For over twenty (20) locations.
- Due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of \$71,215.71 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ
- DPW spent about \$972,528.74 in 2016.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

01-201-26-291-314 (Buildings Operating)  
 Contract Amount =\$1,070,259.71  
 Temporary Encumbrancy =\$100,000.00

Contract is valid from 11/01/17 to 10/31/18.  
 This is the final renewal.

**Type of award**

Contract Renewal

If "Other Exception", enter type  
**Additional Information**

[Empty box for Other Exception type]

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

*Richard Freda*  
Signature of Department Director

*10/4/17*  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

Requisition #  
0180716

CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor  
TEMCO BUILDING MAINTENANCE  
417 FIFTH AVENUE, 9TH FLOOR  
NEW YORK NY 10016

Dept. Bill To  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

Dept. Ship To  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY NJ 07305

TE546465

Contact Info  
Doug Carlucci  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	CONTRACT RENEWAL FOR JANITORIAL SERVICES	01-201-26-291-314	100,000.00	100,000.00

EXERCISING FINAL OPTION TO RENEW FOR AN ADDITIONAL  
ONE YEAR TERM

CONTRACT TERM: 11/01/17 TO 10/31/18

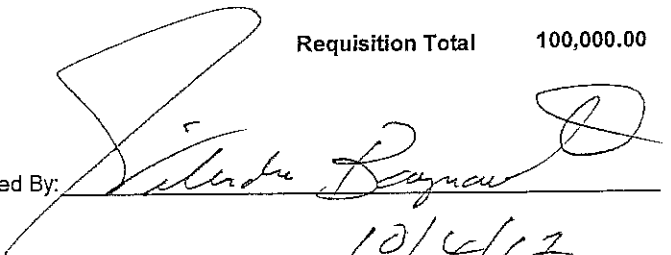
RENEWAL AMOUNT =\$1,070,259.71  
TEMPORARY ENCUMBRANCY =\$100,000.00

ORIGINAL RESO # 15.681, APPROVED 09/24/15  
FIRST RENEWAL RESO # 16.711, APPROVED 10/26/17

PARTIAL PAYMENT VOUCHERS

Requisition Total 100,000.00

Req. Date: 09/29/2017  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
10/4/17

This Is Not A Purchase Order

11/1/16 to 10/31/17				11/1/17 to 10/31/18				
Eligible Employees	Monthly Health	Number of Months	Annual Cost	Eligible Employees	Monthly Health	Number of Months	Annual Cost	
18	\$895.00	2	\$ 32,220.00	19.0	\$959.00	2	\$36,442.00	
18	\$959.00	10	\$ 172,620.00	19.0	\$1,036.00	10	\$196,840.00	
			<u>\$ 204,840.00</u>				<u>\$233,282.00</u>	\$28,442.00 Health Difference
Hours per Month <sup>1</sup>	Hourly Rate	Number of Months	Annual Cost	Hours per Month <sup>2</sup>	Hourly Rate	Number of Months	Annual Cost	
3,145.19	\$15.85	8	\$ 398,810.09	3,237.35	\$16.30	8	\$ 422,150.44	
3,145.19	\$16.30	4	\$ 205,066.39	3,237.35	\$16.80	4	\$ 217,549.92	
			<u>\$ 603,876.48</u>				<u>\$ 639,700.36</u>	\$ 35,823.88 Salary Difference
Payroll Taxes/Insurances			\$117,152.04 <sup>3</sup>				\$124,101.87 <sup>4</sup>	<u>\$6,949.83</u> Difference
							<b>Total Annual Difference</b>	<b>\$71,215.71</b>
							<b>Monthly Increase</b>	<b>\$5,934.64</b>

<sup>1</sup> 682.5 working hours per week x 4.35 weeks per month + 15.5 paid-time-off days per year x 136.5 hours per day / 12 months

<sup>2</sup> 702.5 working hours per week x 4.35 weeks per month + 15.5 paid-time-off days per year x 140.5 hours per day / 12 months

<sup>3</sup> FICA of 7.65% + FUTA of 0.60% + SUI/DIS of 2.65% + workers' comp of 5.50% + liability insurance of 3.00% = 19.40%

<sup>4</sup> FICA of 7.65% + FUTA of 0.60% + SUI/DIS of 2.65% + workers' comp of 5.50% + liability insurance of 3.00% = 19.40%

**BID FORM**

The City of Jersey City reserves the right to make the Contract award on a lump sum basis or to make partial contract awards based on lowest unit prices. All scope of work referenced in these bid specifications must be included in the below bid amount prices. All labor hours and personnel requirements must be bid exactly as indicated in this Bid Form. Any bids which have altered labor hours, personnel requirements, material or equipment, as indicated in this Bid Form, shall be rejected. Rates shall include healthcare and related benefits (at the amounts required by Chapter 3, Article VI, Section 3-51G of the City Code), training and any other costs, and Vendor must demonstrate such cost breakdown by completion of Appendix D.

**TABLE A**

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
1. CITY HALL 280 GROVE ST.  98 OFFICES, & 14 BATHROOMS	4	YES	YES	96,790	<u>Mon - Fri</u> 3 FULL-TIME EMPLOYEES  HOURS 7AM-3PM	\$ 148,788
2. NORTH DISTRICT 284 CENTRAL AVE. 12 OFFICES, 4 BATHROOMS, 1 CLASSROOM, & 1 LOCKER ROOM	4	NO	YES	4946	<u>Mon-Fri</u> 1 FULL-TIME EMPLOYEE  HOURS 8AM-12PM (North Dist.)	\$ 30,264
3. JOSEPH CONNORS SENIOR CENTER 28 PATERSON ST.	3	NO	YES	9570	SAME EMPLOYEE AS ABOVE 1PM- 4PM	\$ 21,468

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
4. SOUTH DISTRICT 191 BERGEN AVE. 6 OFFICES, 4 BATHROOMS, & 1 LOCKER ROOM	2	YES	YES	6536	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM-12PM (SOUTH DIST)	\$ 30,468
5. MAUREEN COLLIER MEMORIAL SENIOR CITIZEN 355 BERGEN AVE.  1 OFFICE, 2 BATHROOMS, 1 GAME ROOM, 1 ARTS & CRAFT ROOM, 1 MULTI-PURPOSE ROOM, & 1 KITCHEN	1	YES	YES	9570	SAME EMPLOYEE AS ABOVE 1PM-4PM	\$ 21,444
6. EAST DISTRICT 207 7 <sup>TH</sup> STREET  13 OFFICES, 5 BATHROOMS, & 1 LOCKER ROOM	4	NO	YES	11,605	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM- 12PM (EAST DISTRICT)	\$ 30,732
7. FIRE HEADQUARTERS 465 MARIN BLVD.  18 OFFICES, 1 CAFETERIA, & 1 CONFERENCE ROOM	2	YES	YES	21,868	SAME EMPLOYEE AS ABOVE 1PM-4PM (FIRE HEADQARTERS)	\$ 22,188

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
<p>8. NEW WEST DISTRICT PRECINCT BUILDING SITE LOCATED 76 CLINTON AVE. 9 OFFICES, 11 BATHROOMS, &amp; 13 LOCKERS</p>	3	YES	YES	29,000	<p><u>Mon - Fri</u> 1 FULL-TIME 7AM-3PM</p>	\$ 54,516
<p>9. MUNICIPAL COURT &amp; VIOLATIONS 365 SUMMIT AVE.  38 OFFICES, 13 BATHROOMS, 6 COURTROOMS, 3 STORAGE AREAS, 2 LOCKER ROOMS, 5 HOLDING CELLS WITH COMMODES, 1 ATRIUM, &amp; 1 LUNCH ROOM</p>	3	YES	YES	75,000	<p><u>Mon - Fri</u> 2 FULL-TIME EMPLOYEES HOURS 7AM-3PM</p>	\$ 100,704
<p>10. CAVEN POINT RECREATION FACILITY 1 CHAPEL AVE.  5 OFFICES, &amp; 6 BATHROOMS</p>	2	YES	YES	10,488	<p><u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 8AM-12PM</p>	\$ 23,436

City of Jersey City

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL		BID AMOUNT
					Mon - Fri	1 FULL-TIME	
11. 1 JOURNAL SQUARE 15 BATHROOMS	2 (3 & 4)	NO	NO	25,700	EMPLOYEES	HOURS 8AM-4PM	\$ 48,732
12. HUB (Commerce Division) 360 M.L.K. DR. 1 OFFICE, & 1 BATHROOM	1	NO	YES	1200	Mon - Fri	1 FULL-TIME EMPLOYEE HOURS 8AM-10:30AM	\$ 18,129
13. PUBLIC SAFETY DIRECTOR 365 1 OFFICE & 1 BATHROOM	1	NO	YES	800	SAME EMPLOYEE AS ABOVE	HOURS 10:30-11:30AM	\$ 6,133
14. JUVENILE BUREAU 130 CATOR AVE. 4 OFFICES, & 3 BATHROOMS	2	NO	YES	2150	SAME EMPLOYEE AS ABOVE	HOURS 12:30PM-2PM	\$ 13,487
15. 100 CORNELISON AVE. 3 TRAILERS, 2 BATHROOMS, & 1 LOCKER ROOM	1	YES	YES	3,000	SAME EMPLOYEE AS ABOVE	HOUR 2PM-4PM	\$ 14,721

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
<p>16. PUBLIC SAFETY COMMUNICATION CENTER 73-85 BISHOP STREET (LEED CERTIFIED BUILDING)</p> <p>12 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, &amp; 1 CONFERENCE ROOM</p> <p><u>2ND FLOOR</u> 15 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, &amp; 1 LARGE DISPATCH ROOM</p>	2	YES	YES	25,500	<p><u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 7AM-11AM</p> <p>1 FULL-TIME EMPLOYEE HOURS 12PM-8PM WEEKEND HOURS SAT. &amp; SUN 8AM-10AM</p>	\$ 76,740
<p>17. PURCHASING OFFICE 394 CENTRAL AVE.</p> <p>1 OFFICE 2 BATHROOMS</p>	1	NO	NO	2,600	<p><u>Mon - Fri</u> 1 PART-TIME (2 HOURS)</p>	\$ 13,788
<p>18. HEALTH AND HUMAN SERVICES 199 SUMMIT AVE.</p> <p>24 OFFICES 22 BATHROOMS</p>	1	YES (NOT ON CAMPUS)	NO	28,000	<p><u>MON - FRI</u> 2 FULL-TIME 1 EMPLOYEE 7AM-3PM</p> <p>1 EMPLOYEE 8AM-4PM</p>	\$ 98,064



LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
19. MUNICIPAL SERVICES COMPLEX (NEW DPW COMPLEX; LEED CERTIFIED BUILDING) 13-15 E. LINDEN AVE. 33 OFFICES, 21 BATHROOMS, & 4 LOCKER ROOMS	3	YES	YES	120,706	<u>Mon - Fri</u> 3 FULL-TIME  1 FULL-TIME 7AM-3PM  2 FULL-TIME 8AM-4PM	\$ 149,582
20. LIBERTY STORAGE BUILDING 13-15 E. LINDEN AVE. 3 BATHROOMS	2	NO	YES (entrance)	1st Floor 500  2nd Floor 5,000	<u>Mon - Fri</u> 1 FULL-TIME EMPLOYEE 7AM-3PM	\$ 48,816

**SITE LISTED BELOW ARE FOR DESIGNATED FLOOR CARE ONLY**

STRIP & WAX QUARTERLY

BUFF FLOORS BI-WEEKLY

SHAMPOO CARPETS SEMI-ANNUALLY

LOCATION:	FLOOR CARE: SQUARE FOOTAGE	COST:
21. 140 MARTIN LUTHER KING DR.	26350	\$ 5,332
22. PERSHING FIELD	2600	\$ 546
23. 715 SUMMIT AVENUE	9520	\$ 1,999

A. BID PRICE TABLE A (ITEMS 1-23) \$ 979,919

**TABLE B**

LOCATION	Pay Unit	Example*	Unit Price	Extended Amount (Unit Prices x Example)
24. BLOOD CLEAN-UP AT JCPD DISTRICTS & JCPD VEHICLES  SEE *INFECTIOUS DISEASE/BODILY FLUID CLEAN-UP (CERTIFIED)*	Hour	75 Hours	\$21.00	\$1,575
25. MISCELLANEOUS WHEN NEEDED CLEANING HOURLY/INDOOR & OUTDOOR	Hour	50 Hours	\$21.00	\$1,050
26. MISCELLANEOUS LOCATIONS WHEN NEEDED FLOOR CARE/STRIP/WAX	Sq. Ft.	50,000	\$0.21	\$10,500
27. MISCELLANEOUS LOCATIONS WHEN NEEDED SHAMPOO CARPETS	Sq. Ft.	50,000	\$0.12	\$6,000

\*Example is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities, which cannot be determined at this time.

B. BID PRICE TABLE B (EXTENDED AMOUNT ITEMS 24- 27) \$ 19,125

**BID FORM CONTINUED**

GRAND TOTAL BID PRICE: (TABLE A + TABLE B) =

\$ 999,044.00

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications Total Bid of:

Nine Hundred Ninety-Nine Thousand Forty-Four Dollars and Zero Cents  
(Total Bid Amount for Janitorial Services Written Words)

This contract will be awarded to the lowest responsible bidder(s) based upon either the Grand Total Price or unit prices for each item (if awarded to multiple Bidders). The City reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the City.

The contract will be awarded based on the Grand Total Bid Price or based on Unit Prices. Bid prices must be submitted for each individual location. The City reserves the right to award each location separately or in combination as may be in the best interest of the City. In addition, the City reserves the right to delete individual locations after receipt of bids and the City has the right to delete individual locations during the term of the contract.

All bid quotations must be typewritten on in ink. Pencil quotations will automatically render the bid informal.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the Bidder 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 Bidder must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

City Clerk File No. Res. 16.711

Agenda No. 10.5

Approved: OCT 26 2016

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of November 1, 2016 and ending on October 31, 2017; and

WHEREAS, the total cost of the contract renewal is \$1,046,242.26; and

WHEREAS, due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of \$47,198.26 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ; and

WHEREAS, funds in the amount of \$100,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 16-01-201-26-291-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2017 calendar year temporary and permanent budgets.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of November 1, 2016, and the total cost of the contract shall not exceed \$1,046,242.26;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

Continuation of Resolution \_\_\_\_\_

City Clerk File No. Res. 16.711

Agenda No. 10-S OCT 26 2016

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES 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. 16-01-201-26-291-314 for payment of the above resolution.

Requisition # 0196440

Purchase Order # 122920

November 11, 2016

APPROVED: [Signature] <sup>Kok.</sup>  
Walter Kierce, Acting DPW Director  
APPROVED: [Signature]  
Budgets Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Certification Council  
Certification Required   
Not Required   
APPROVED 9-0  
B.R. 10-17-16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

[Signature]  
Robert Byrns, City Clerk

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

City Clerk File No. Res. 15.681

Agenda No. 10.M

Approved: SEP 24 2015

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

### COUNCIL

#### OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for Janitorial Services for the Department of Public Works/Building & Street Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Ten (10) Bids, the first and second lowest bidders, Best Cleaning Building Services and Beatty's Services Inc., requested in writing that their bids be withdrawn, therefore the next lowest bidder being that from Temco Building Maintenance, One Madison Street, Bldg D, East Rutherford, NJ 07073 in the total bid amount of Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars are available in Operating Acct #01-201-26-291-314; and

#### Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-314	118350	Temp. Encumb	\$200,000.00
		Total Contract	\$999,044.00

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Temco Building Maintenance, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

(Continued on page 2)

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

RESOLVED, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Building & Street Maintenance			Amount
Acct No.	P.O. #		
01-201-26-291-314	118350	Temp. Encumb	\$200,000.00
		Total Contract	\$999,044.00

Approved by Peter Folgado, RPPS  
 for Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc  
 9/11/15

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

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

Certification Required   
 Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.		ABSENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_ Rafaela R. Lavarro, Jr., President of Council

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

# **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  
Spvg. Adm. Analyst, Public Agency Compliance Officer  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547-4538  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)



**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): James H. Van Kirk/Contracts' Manager

Representative's Signature: 

Name of Company: Temco Building Maintenance, Inc.

Tel. No.: 212-251-7882

Date: September 26, 2017

Certification 40383

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2019

TEMCO SERVICE INDUSTRIES, INC.  
417 5TH AVE. 9TH FLOOR  
NEW YORK NY 10016



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer


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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): James H. Van Kirk/Contracts Manager  
Representative's Signature:   
Name of Company: Temco Building Maintenance, Inc.  
Tel. No.: 212-251-7882 Date: September 26, 2017

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Temco Building Maintenance, Inc.  
Address : One Madison Street, Building D  
Telephone No. : 973-472-7788  
Contact Name : Keith Pahira

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**

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Business Name: Temco Building Maintenance, Inc.

Address: One Madison Street, Building D

Telephone No. : 973-472-7788

Contact Name: Keith Pahira

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
TEMCO-BUILDING MAINTENANCE INC.


TRADE NAME:

ADDRESS:  
417 5TH AVE  
NEW YORK NY 10016-5802  
EFFECTIVE DATE

SEQUENCE NUMBER:  
0401318

ISSUANCE DATE:  
12/11/13

01/16/63

  
Director  
New Jersey Division of Revenue

FORM-BRC

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

104-001-0265548V

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Temco Building Maintenance, Inc.

**Organization Address:** One Madison Street, Building D, East Rutherford, NJ 07073

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Temco Service Industries, Inc.	417 Fifth Avenue, 9th Floor, New York, NY 10016





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Temco Building Maintenance, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding September 26, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Temco Building Maintenance, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Temco Building Maintenance, Inc.

Signed: [Signature] Title: Contracts' Manager

Print Name: James H. Van Kirk Date: September 26, 2017

Subscribed and sworn before me  
this 26th day of Sept., 2017.

My Commission expires:

[Signature]  
(Affiant)  
James H. Van Kirk, Contracts' Manager  
(Print name & title of affiant) (Corporate Seal)

**WANDA DE LEÓN**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DE6191770  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES AUG 25, 2020

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



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

City Clerk File No. Res. 17-843

Agenda No. 10.Z.2

Approved: OCT 25 2017

TITLE:



**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

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

**WHEREAS**, Resolution No. 17-050, approved on January 25, 2017, awarded a State contract in the amount of \$500,000.00 to **Northeast Auto & Truck Parts** for parts and repairs of road maintenance equipment for the City of Jersey City (City), Department of Public Works; and

**WHEREAS**, Northeast Auto & Truck Parts possesses State Contract number A85853; and

**WHEREAS**, this contract provides various parts to the City's fleet of 1,600 plus vehicles which includes fire apparatus, police cars, Public Works trucks, snow vehicles, etc; and

**WHEREAS**, the City inherited 180 vehicles from the former Jersey City Incinerator Authority, and it is necessary to amend the City's contract with Northeast Auto & Truck Parts to provide additional parts; and

**WHEREAS**, Northeast Auto & Truck Parts agrees to provide additional parts and repairs for an amount not to exceed \$200,000.00; and

**WHEREAS**, funds are available in Division of Automotive Maintenance Operating Account No. 01-201-26-315-210; and

**WHEREAS**, this change order increases the total contract from \$500,000.00 to \$700,000.00;

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

1. A change order in the amount of \$200,000.00 is hereby approved increasing the total contract amount from \$500,000.00 to \$700,000.00; and
2. A notice of this change order shall be published 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. 17-843

Agenda No. 10.Z.2

TITLE: **OCT 25 2017**

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in **Division of Automotive Maintenance Operating Account No. 01-201-26-315-210** for payment of this resolution.

**PO # 123571**

PS/sb  
September 29, 2017

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director  
APPROVED: [Signature]  
Business Administrator

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

*R.R.  
10-12-17*

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**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 CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF**

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Acting Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcnj.org mvalenti@jcnj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- The purpose of this resolution is to provide parts and repairs of road maintenance equipment.
- This contract provides various parts to the City's fleet of 1,600 plus vehicles which includes fire apparatus, police cars, Public Works trucks, snow vehicles, etc.
- The City inherited 180 vehicles from the former Jersey City Incinerator Authority, and it is necessary to amend the City's contract with Northeast Auto & Truck Parts to provide additional parts.
- DPW spent about \$610,000.00 in 2016.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

01-201-26-315-210 (Automotive Operating)  
 Contract Amount =\$500,000.00  
 Extension Amount =\$200,000.00

Contract is valid until 12/31/17.

**Type of award**

Amending Resolution

If "Other Exception", enter type

[Empty box for Other Exception type]

**Additional Information**

[Large empty box for Additional Information]

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/5/17  
Date

Signature of Purchasing Director

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 17-050

Agenda No. 10.T

Approved: JAN 25 2017

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS (AUTOMOTIVE DIVISION MAINTENANCE)**

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

WHEREAS, the Automotive Division Maintenance needs parts and repairs for its road maintenance equipment; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Northeast Auto & Truck Parts, 976 Broadway, Bayonne, New Jersey 07002 is in possession of State Contract A85853, for parts and repairs of road maintenance for a total contract amount not to exceed five hundred thousand dollars (\$500,000.00); and

WHEREAS, funds are available for this contract in the Operating Account:

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-210	123571	A85853	\$500,000.00	\$40,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract in the amount of \$500,000.00 for parts and repairs of road maintenance equipment is awarded to Northeast Auto & Truck Parts.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective January 1, 2017 through December 31, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 17-050

Agenda No. 10-T JAN 25 2017

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS (AUTOMOTIVE DIVISION MAINTENANCE)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account:

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-210	123571	A85853	\$500,000.00	\$40,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

January 12, 2017  
Date

PF/pv  
01/09/17

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

APPROVED AS TO LEGAL FORM

R.R.  
1-13-17

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, FRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Bynes  
Robert Bynes, City Clerk

**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: NORTH EAST BEST & TRUCK PARTS LLC  
Address: 976 BALDWIN WAY BRIDGEWATER, NJ 07002  
Telephone No.: 201-823-2128  
Contact Name: SCOTT RICHARD HANCOCK (MILVE)

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : NORTH EAST AUTO & TRUCK PARTS LLC  
Address : 976 BROADWAY, NEWARK NJ 07102  
Telephone No. : 701-823-2128  
Contact Name : DEW PASTALO RANUAT (MIKE)

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

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**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

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

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

Representative's Name/Title Print): Samuel Bernard Lawson VP  
Representative's Signature: [Signature]  
Name of Company: North East Auto & Truck Parts LLC  
Tel. No.: 701-823-2128 Date: 10/5/17

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

SEAN PERSAID RANNEY VP

Representative's Signature:

[Handwritten Signature]

Name of Company:

NORTH EAST AUTO & TRUCK PARTS LLC

Tel. No.:

201-823-2128

Date:

10/5/17



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGAO  
DIRECTOR OF PURCHASING, CPA, BPP

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Sebastian Lopez of the firm of NORTH EAST BUDGET PARTS LLC  
the Contractor who submitted the lowest responsible bid for the project known as  
PARTS Hydraulic Leaks detectors ETC.

I executed the Proposal submitted to the City of Jersey City with the full authority to do  
so. As of the date of execution of this Certification on this 5 day of October  
2017 the firm of NORTH EAST BUDGET PARTS LLC has not been suspended or debarred  
from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or by the State of New Jersey, its departments, divisions, and  
agencies.

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.

NORTH EAST BUDGET PARTS LLC  
(Name of Contractor)

Signed By:

Dated:

Title:

Sworn and subscribed to before me  
This 6 day of Oct, 2017

Jennifer Malia

**JENNIFER MALIA**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 11, 2020

\*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

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

City Clerk File No. Res. 17-844

Agenda No. 10.Z.3

Approved: OCT 25 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

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

**WHEREAS**, Resolution 16.654, approved on September 28, 2016, authorized a professional services agreement with DLB Associates to provide mechanical, electrical and plumbing (MEP) services in connection with the renovations to the bathrooms in City Hall; and

**WHEREAS**, the contract amount was subsequently increased by change order for additional services requested by the City, which were not part of the original contract which increased the contract amount to \$29,000.00; and

**WHEREAS**, additional changes were requested by the City for the Mayor's Suite, which has caused delays due to additional design requirements; and

**WHEREAS**, the contract with DLB Associates has expired and the remaining funds in the amount of \$20,700.00 were dropped from PO 122378; and

**WHEREAS**, the City has solicited a proposal from DLB Associates to make said modifications, complete construction documents and construction administration through completion of this project; and

**WHEREAS**, it is in the best interest of the City to complete the renovation at this site with the same consultant; and

**WHEREAS**, due to the local historic relevance of City Hall, the project will experience additional delays due to the necessity of a thorough review by the JC Historic Preservation Office as well as the NJ State Historic Preservation Office (SHPO); and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

**WHEREAS**, the City's Director of Architecture has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

**WHEREAS**, DLB Associates, 265 Industrial Way West, Eatontown, New Jersey 07724 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated October 4, 2017, which the Division of Architecture considers reasonable; and

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

**WHEREAS**, DLB Associates submitted a Chapter 271 Political Contribution Disclosure Certification; and

City Clerk File No. Res. 17-844

Agenda No. 10.Z.3 **OCT 25 2017**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

WHEREAS, these funds are available for this expenditure from Various City Buildings - Capital Account:

04-215-55-941-990 P.O. No. 126649 \$24,600.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DLB Associates for a lump sum fee not to exceed TWENTY-FOUR THOUSAND SIX HUNDRED 00/100 DOLLARS (\$24,600.00) for the contract period of twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9);
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference, shall be placed on file with this resolution;

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-941-990 for payment of the above Resolution.

RR/ab

October 4, 2017

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

R.R.  
10-12-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

**Project Manager**

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@cnj.org

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

**Contract Purpose**

The services of a professional architectural consultant are needed to provide electrical HVAC, IT infrastructure design to current code, drawings and specifications, and construction administration for the City Hall – Bathroom Renovations project. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Contract Documents;
2. Bidding and Construction Administration (includes preconstruction and punchlist); and
4. Site Meetings (15) visits.

**Cost (Identify all sources and amounts)**

\$24,600.00 (General Buildings)  
04-215-55-941-990

**Contract term (include all proposed renewals)**

The term of this will be twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9) after award of the contract.

**Type of award**

Fair and Open

**If "Other Exception", enter type**

**Additional Information**

Due to changes/modifications to the original scope of work, Resolution 16.654, approved on September 28, 2016, which authorized a professional services agreement with DLB Associates to provide mechanical, electrical and plumbing (MEP) services in connection with the renovations to the bathrooms in City Hall has expired. The balance remaining in PO 122378 in the amount of \$20,700.00 was dropped.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

10-5-17  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE**  
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 5, 2017

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : City Hall - Bathroom Renovations  
Project No. 2016-013  
Re: DLB Associates

Due to changes/modifications to the original scope of work, Resolution 16.654, approved on September 28, 2016, which authorized a professional services agreement with DLB Associates to provide mechanical, electrical and plumbing (MEP) services in connection with the renovations to the bathrooms in City Hall expired. The balance remaining in PO 122378 relating to this contract in the amount of \$20,700.00 was cancelled.

Attached for your consideration is the Resolution authorizing the award of a contract to DLB Associates in connection with mechanical, electrical and plumbing (MEP) consulting, and construction administration services for the City Hall - Bathroom Renovations project. DLB Associates services are as follows:

1. Contract Documents;
2. Bidding and Construction Administration (includes preconstruction and punchlist);  
and
3. Site Meetings (15) visits.

It would be in the City's best interest to complete this project using the same Architect. If you need any additional information, please do not hesitate to call

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent




## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A., L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City of Jersey City requires the professional services of mechanical, electrical, plumbing engineering consultant, DLB Associates.
3. The City received a quotation for services from DLB Associates a qualified consultant pursuant to N.J.S.A. 40A:11-1.
4. I recommend awarding this contract to DLB Associates.
5. The term of the contract twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9).
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10.5.17

  
\_\_\_\_\_  
Brian F. Weller, A.S.L.A., L.L.A.,  
Director

AGREEMENT

Agreement made this        day of        2017, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **DLB ASSOCIATES, 265 Industrial Way West, Eatontown, New Jersey 07724** ("CONSULTANT").

WHEREAS, the City requires the services of a Professional **Architectural Services** in connection with the City's **City Hall - Bathroom Renovations**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a **renovations of the bathrooms at City Hall, 280 Grove Street**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural** services in connection with **City Hall - Bathroom Renovations**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural** services in accordance with the proposal prepared by the CONSULTANT dated **October 4, 2017**. The Agreement and the Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of the Consultant's Proposal.

2. Such described services shall be performed during a period of **twenty-four months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

**COPY**

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

### ARTICLE III

#### Contractual Relationship

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

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

### ARTICLE IV

#### Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be on a monthly basis in accordance with the Consultant's revised proposal, i.e., a fixed fee contract dated **October 4, 2017** with a total cost not to exceed **Twenty-four Thousand Six Hundred (\$24,600.00) Dollars**.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance under this Agreement.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise question about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the

Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

**Acceptable Fees/Charges**

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial Services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested documents (2))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

**Out-of-pocket costs must be itemized and passed through with no markup**

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with the description

sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous', billed in a group or disbursements without descriptions.

### **Prohibited disbursements**

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

### **Copying/scanning**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format wherever possible.

### **Couriers and Overnight Mail**

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules,

whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**Travel Expenses**

Travel expenses must be approved by the City.

**Maintenance of Expense Records**

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

**Vendor discounts must be passed through**

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the city shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

2. CONSULTANT shall submit to CITY monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached Consultant's proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## Invoice Format

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specified task. The description shall clearly state the nature of the task performed for each specified task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)
- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost.

## ARTICLE V

### Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automotive Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.



Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **City Hall - Bathroom Renovations, Project No. 2016-013**.

2. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

## ARTICLE VII

### Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

## ARTICLE X

### Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## ARTICLE XI

### Compliance with Equal Employment Opportunity/Affirmative

#### Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action

Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance with Americans with Disabilities Act of 1990

Discrimination on the basis is disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the

CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

#### ARTICLE XIV

##### Entire Agreement

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

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

#### ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

##### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

###### Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

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

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

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

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

## ARTICLE XVI

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## ARTICLE XVII

### Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

## ARTICLE XVIII

### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## ARTICLE XIX

### City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

DLB ASSOCIATES

\_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATT HOGAN  
Risk Manager



**DLB Proposal For Restroom Reno – 208 Grove Street – Additional Services**

October 4, 2017

**Mr. Brian Weller**  
Jersey City Division of Architect  
13 Linden Avenue East  
Jersey City, NJ 07305

Re: Engineering Services for Jersey City  
City Hall Restroom Renovations – Additional Services  
280 Grove Street  
Jersey City, NJ 07302  
DLB #b0193

Dear Mr. Brian Weller:

The project update consists of the contract extension for the city hall restroom renovation project. Additional costs will be incurred with the extended project schedule beyond the original contract timeframe. Site visits and time for coordination have been included based on changes to plumbing fixtures, restroom layouts, and lighting fixtures.

Construction services beyond the scope of the original contract will be billed as on-call services at the hourly rates below.

Subsequent scope changes will be billed as additional services as they develop.

This section essentially reiterates the project description provided in our email and phone conversations on and around September 28, 2017.

**1.0 FEE / FINANCIAL**

DESCRIPTION	FEE
Restroom Renovation Updated 2018 Contract.....	\$22,500
Project Extension (design only).....	\$ <u>2,100</u>
<b>NEW TOTAL.....</b>	<b>\$24,600</b>

Reimbursable expenses are included in the figures above.

Mr. Brian Weller  
 October 4, 2017

The billing rate for staff members anticipated to provide services is listed below.

HOURLY RATES FOR ADDITIONAL SERVICES					
Admin .....	\$60	Engineer / Designer .....	\$100	Construction Specialist ...	\$125
BIM/ CAD Operator .....	\$85	Senior Commissioning Agent ..	\$125	Project Manger .....	\$150
IT/ AV Technician.....	\$100	Senior Engineer/ Designer.....	\$125	Senior Project Manger ....	\$175
Commissioning Agent.....	\$100	I/E Analyst .....	\$125	Principal .....	\$200

Overtime services will be billed at 1.5 times the standard hourly rate.

**2.0 GENERAL CONDITIONS**

Our services include mechanical, electrical, and plumbing engineering but do not include civil engineering, architecture, geotechnical, structural, or environmental engineering.

- **Quality:** The general quality from a construction cost standpoint is average.
- **Agency Reviews:** Design documents shall be prepared in sufficient detail for review by:
  - Local Building Department
- **Standards:** This proposal is based on using DLB standards for the drawings and specifications. Using other standards is available as an additional service.

Our intent is to meet the same conditions as our Client. If the scope described in this proposal differs from yours, please identify and we will reconcile (often no impact on our fee).

This proposal is based on using AIA B101, or similar for the model contract. We trust that this proposal meets with your approval, and we look forward to working with you on this very interesting project.

Very truly yours,  
 DLB ASSOCIATES



George A. Murawski  
 Principal  
 732-927-5010  
 gmurawski@dlbassociates.com

Authorized by:

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Typed Name & Date



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**OFS NUMBER:** \_\_\_\_\_  
**Engineers, PC dba DLB Associates**

**Proposer:** DLB Associates Consulting

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury=s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder=s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder=s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury=s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

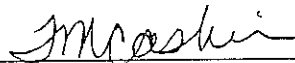
**PART 2**

**You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Terry Cashin

Signature: 

Title: Controller

Date: June 21, 2017

STATEMENT OF OWNERSHIP DISCLOSURE  
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: DLB Associates Consulting Engineers, PC dba DLB Associates

Organization Address: 265 Industrial Way West, Eatontown, NJ 07724

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)

**Part II**

**X** The list below contains the names and addresses of all stockholders in the corporation who own 10 percent more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Donald L. Beaty	21 Vista Place, Red Bank, NJ

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Terry Cashin	Title:	Controller
Signature:	<i>Tmcashin</i>	Date:	June 21, 2017

SIGNATURE: *Debra Knoeller*  
TITLE: *City Mgr.*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY June 22 OF 20 17

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Debra Knoeller*

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 22

DEBRA KNOELLER  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 3, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**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 DLB Associates (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 DLB Associates (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: DLB Associates

Signed Terry Cashin Title: Controller

Print Name Terry Cashin Date: June 21, 2017

Subscribed and sworn before me  
this 21 day of June, 2017  
My Commission expires:

Debra Knoeller  
(Affiant)  
Debra Knoeller  
(Print name & title of affiant) (Corporate Seal)

DEBRA KNOELLER  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 3, 2022

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Donald Beaty	21 Vista Place, Red Bank, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DLB Associates

Signed: Terry Cashin Title: Controller

Print Name: Terry Cashin Date: June 21, 2017

Subscribed and sworn before me this <u>21</u> day of <u>June</u> , 2017	DEBRA KNOELLER NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MAR. 3, 2022	<u>Debra Knoeller</u> (Affiant) <u>Debra Knoeller Accts Mgr</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires:		



# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan  
Supvg. Administrative Analyst, Public Agency Compliance Officer  
Office of Tax Abatement & Compliance  
13 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Terry Cashin

Representative's Signature: 

Name of Company: DIB Associates

Tel. No.: 732-774-2000

Date: June 21, 2017


**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 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: Terry Cashin  
Representative's Signature:   
Name of Company: DIB Associates  
Tel. No.: 732-774-2000 Date: June 21, 2017

**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 : DLB Associates  
Address : 265 Industrial Way West, Eatontown, NJ  
Telephone No. : 732-774-2000  
Contact Name : Terry Cashin

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: DLB Associates

Address: 265 Industrial Way West, Eatontown, NJ 07724

Telephone No. : 732-774-2000

Contact Name: Terry Cashin

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



Certification 4810

## 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-JUN-2017** to **15-JUN-2020**

**DLB ASSOCIATES  
265 INDUSTRIAL WAY WEST  
EATONTOWN NJ 07724**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

07/26/11

Taxpayer Identification# 223-253-849/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

DLB ASSOCIATES CONSULTING ENGINEERS, P.C.

TRADE NAME:

ADDRESS:

265 INDUSTRIAL WAY WEST  
EATONTOWN NJ 07724

SEQUENCE NUMBER:

0081999

EFFECTIVE DATE:

09/20/93

ISSUANCE DATE:

07/26/11

  
Director  
New Jersey Division of Revenue

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

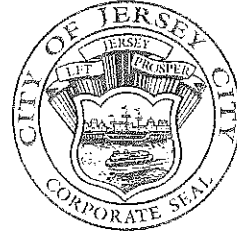
City Clerk File No. Res. 17-845

Agenda No. 10.Z.4

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET. AL.**

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

**WHEREAS**, former Mayor Jerramiah Healy and the City of Jersey City were named in complaints filed by Valerie Montone (Civil Action No. 06-280) and John Astriab (Civil Action No. 06-3790) in Federal District Court of New Jersey alleging violations of their civil rights; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City, former Mayor Jeremiah Healy, and former Police of Chief Robert Troy in these matters; and

**WHEREAS**, Resolution 15.5829 approved on November 24, 2015, authorized a renewal of a one year professional services contract with Cleary Giacobbe Alfieri Jacobs, LLC in the matter of Montone v. City of Jersey City et al. (Civil Action No. 06-280) for a total contract amount not to exceed \$30,408.50; and

**WHEREAS**, Resolution 17.183 approved on February 22, 2017, authorized an amendment and a renewal of a one year professional services contract with Cleary Giacobbe Alfieri Jacobs, LLC in the matter of Astriab v. City of Jersey City et al. (Civil Action No. 06-3790) for a total contract amount not to exceed \$100,000; and

**WHEREAS**, a motion was granted to consolidate Civil Action No. 06-3790 (Astriab v. City of Jersey City et al.) and Civil Action No. 06-280 (Valerie Montone v. City of Jersey City et al.); and

**WHEREAS**, it is necessary to amend the contract with Cleary Giacobbe Alfieri Jacobs, LLC for Civil Action no. 06-3790 to include the matter of Valerie Montone (Civil Action No. 06-280); and

**WHEREAS**, contract funds in the amount of \$128,692.68 were expended under prior contracts for both matters; and

**WHEREAS**, it is necessary to amend the contract to increase the contract by an additional \$50,000 for a total contract amount of \$150,000; and

**WHEREAS**, the remaining funds of \$21,307.32 are available in account no. 17-01-201-23-210-312; and PO #124104 will be increased by an additional amount of \$50,000.

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

1. The agreement with the law firm of Cleary Giacobbe Alfieri Jacobs, LLC is hereby amended to include the matter of Valerie Montone (Civil Action No. 06-280) and the contract amount is hereby increased by an additional \$50,000;
2. The Mayor of Business Administrator is authorized to execute the amendment to the contract which is attached herewith; and

City Clerk File No. Res. 17-845

Agenda No. 10.Z.4

**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET. AL.**

3. 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 \_\_\_\_\_, Donna Mauer, Chief Financial Officer hereby certify that there are funds in the amount of \$21,307.32 in **Account No.: 17-01-201-23-210-312. PO No. 124104.**

\_\_\_\_\_  
Donna Mauer, Chief Financial Chief

XR/9.19.17

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

APPROVED AS TO LEGAL FORM

*R.B.  
10-16-17*

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

Business Administrator

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				DATE <u>10-25-17</u>			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				ERA			
GADSDEN				ATTERMAN			
BOGGIANO				LAVARRO, PRES			

✓ Indicates Vote

**WITHDRAWN**

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council on \_\_\_\_\_, 2017.

**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 CLEARLY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET. AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

**Contract Purpose**

The Montone/Astriab matters have been consolidated. The Complaint is against Former Mayor Jerramiah Healy and the City of Jersey City alleging violation of civil rights as well as hostile work environment and gender discrimination. This is an on-going litigation matter which is potentially heading to trial. Accordingly, the City is reentering into a contract with Clearly Giacobbe Alfieri Jacobs, LLC for an additional \$50,000.

**Cost (Identify all sources and amounts)**

Insurance Fund Commission  
17-01-201-23-210-312

**Contract term (include all proposed renewals)**

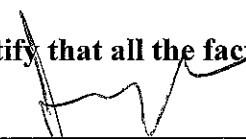
One Year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH  
CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR  
JERRAMIAH HEALY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB  
V. CITY OF JERSEY CITY, ET. AL.**

**WHEREAS**, Resolution 17.183, approved on February 22, 2017, authorized a professional services agreement with Cleary Giacobbe Alfieri Jacobs, LLC to represent the City of Jersey City (“City”), former Mayor Jerramiah Healy, and former Police of Chief Robert Troy in the matters of Valerie Montone (Civil Action 06-280) and John Astriab (Civil Action No. 06-3790); and

**WHEREAS**, Cleary Giacobbe Alfieri Jacobs, LLC has been handling these cases for the City; and

**WHEREAS**, a motion was granted to consolidate Civil Action No. 06-3790 (Astriab v. City of Jersey City et al.) and Civil Action No. 06-280 (Valerie Montone v. City of Jersey City et al.); and

**WHEREAS** it is necessary to increase the contract amount by an additional \$50,000.00 for performing the legal services associated with representing the City in the matter of Valerie Montone/John Astriab v. City of Jersey City, et al.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The agreement with The agreement with the law firm of Cleary Giacobbe Alfieri Jacobs, LLC is hereby amended to include the matter of Valerie Montone (Civil Action No. 06-280); and
2. The contract with Cleary Giacobbe Alfieri Jacobs, LLC authorized by Resolution 17.183, approved on February 22, 2017, is amended to increase the sum by the amount of \$50,000.00 for the services associated with representing the City in the matter of Valerie Montone/John Astriab v. City of Jersey City, et al.

3. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Cleary Giacobbe Alfieri Jacobs, LLC dated February 22, 2017 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Cleary Giacobbe Alfieri Jacobs, LLC , have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE**  
City Clerk

---

**ROBERT KAKOLESKI**  
Business Administrator

**ATTEST:**

**Cleary Giacobbe Alfieri Jacobs, LLC**

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature: 

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 2/16/17


**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: Richard A. Gantner, Esq./Partner  
Representative's Signature:   
Name of Company: Cleary Giacobbe Alfieri Jacobs LLC  
Tel. No.: 973-845-6700 Date: 2/16/17

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

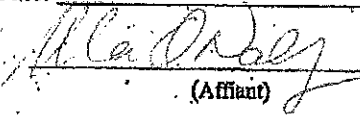
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary, Giacobbe Alfieri Jacobs LLC

Signed:  Title: Partner

Print Name: Richard A. Gantner, Esq. Date: 2/16/17

Subscribed and sworn before me  
this 16 day of February, 2017.  
My Commission expires:

  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

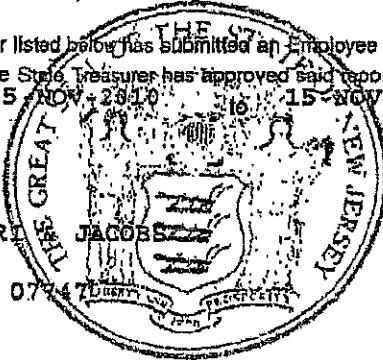
**MAUREEN O. NALLY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/24/18**

**\*\*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.**

Certification 45751

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2010 to 15 NOV 2017



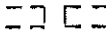
CLEARY GIACOBBE ALFIERI & JACOBS  
5 RAVINE DRIVE  
MATAWAN

NJ 07747

Andrew P. Sidamon-Einstoff  
State Treasurer

<b>STATE OF NEW JERSEY</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 287 TRENTON, NJ 08646-0287
<b>BUSINESS REGISTRATION CERTIFICATE</b>		
TAXPAYER NAME:	TRADE NAME:	
CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.C.		
ADDRESS:	SEQUENCE NUMBER:	
5 RAVINE DRIVE MATAWAN NJ 07747	1500238	
EFFECTIVE DATE:	ISSUANCE DATE:	
11/03/10	11/03/10	
	 Director New Jersey Division of Revenue	

(04-08), D205846V



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 2/16/17

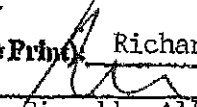
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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: Richard A. Gantner, Esq./Partner  
Representative's Signature:   
Name of Company: Cleary Giacobbe Alfieri Jacobs LLC  
Tel. No.: 973-845-6700 Date: 2/16/17

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary, Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner, Esq. Date: 2/16/17

Subscribed and sworn before me  
this 16<sup>th</sup> day of February, 2017.  
My Commission expires:

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

**MAUREEN O. NALLY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 12/24/18**

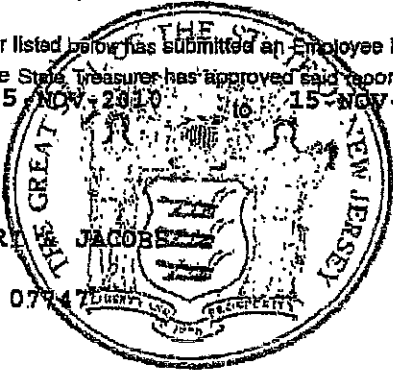
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



Certification 45751

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2010 to 15-NOV-2017



CLEARY GIACOBBE ALFIERI & JACOBS, L.L.C.  
5 RAVINE DRIVE  
MATAWAN

NJ 07747

  
Andrew P. Sidamon-Eristoff  
State Treasurer

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 287 TRENTON, NJ 08646-0287</small>
<b>TAXPAYER NAME:</b> CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.C.	<b>TRADE NAME:</b>	
<b>ADDRESS:</b> 5 RAVINE DRIVE MATAWAN NJ 07747	<b>SEQUENCE NUMBER:</b> 1588238	
<b>EFFECTIVE DATE:</b> 11/03/10	<b>ISSUANCE DATE:</b> 11/03/10	 Director New Jersey Division of Revenue

(04-08), D205846V

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X R - *logged*

**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 : Cleary Giacobbe Alfieri Jacobs LLC  
Address : 169 Ramapo Valley Road; Upper Level 105, Oakland, NJ 07436  
Telephone No. : 973-845-6700  
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Contact Name: Richard A. Gantner, Esq.

Please check applicable category:

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 Woman Owned business (WBE)       Neither

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**DIVISION OF PURCHASING COPY**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner  
 Print Name: Richard A. Gantner Date: 4/5/17

Subscribed and sworn before me this 5th day of April, 2017

\_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_ (Print name & title of affiant) (Corporate Seal)



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Telephone No. : 973-845-6700  
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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**OFFICE OF EQUAL OPPORTUNITY COPY**

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**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

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Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
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Gajewski for Council	Friends of Councilwoman Diane Coleman

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I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Jacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 4/5/17

Subscribed and sworn before me this <u>5th</u> day of <u>April</u> , 2 <u>017</u>	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)





## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Cleary Giacobbe Alfieri &amp; Jacobs, LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>955 State Highway 34-Suite 200</b>		Requester's name and address (optional) <b>CITY OF JERSEY CITY</b>
	6 City, state, and ZIP code <b>Matawan, NJ 07747</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
OR	
Employer identification number	
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Thomas M. Alfieri</i>	Date ▶ <b>10/5/17</b>
------------------	---	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

City Clerk File No. Res. 17-846

Agenda No. 10-Z-5

Approved: OCT 25 2017

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES, L.L.C. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF DONNA MAUER V. CITY OF JERSEY CITY**

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

**WHEREAS**, the City of Jersey City has been named in a complaint filed by City employee Donna Maurer in Superior Court of New Jersey alleging a slip and fall on a large pile of snow at the corner of Brunswick Street and Pavonia Avenue; and

**WHEREAS**, Corporation Counsel has recommended the appointment of outside counsel to this matter; and

**WHEREAS**, Resolution 16-625, approved September 14, 2016, awarded a one year professional services contract effective September 14, 2016 to the law firm of Eric M. Bernstein & Associates, L.L.C who agreed to provide these services at an hourly rate of **\$150.00** per hour including expenses, for a total amount not to exceed **\$50,000**; and

**WHEREAS**, the law firm of Eric M. Bernstein & Associates, L.L.C., possesses the skills and expertise to perform these services; and

**WHEREAS**, the City of Jersey City (City) awarded the contract to law firm of Eric M. Bernstein & Associates, L.L.C., under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract law firm of Eric M. Bernstein & Associates, L.L.C. for an additional twelve month period; and

**WHEREAS**, law firm of Eric M. Bernstein & Associates, L.L.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with Eric M. Bernstein & Associates, L.L.C. is hereby authorized for one year period effective September 27, 2017 and amended to increase the contract amount by an additional \$50,000 for a total of \$100,000.
2. The award of this contract shall be subject to the condition that law firm of Eric M. Bernstein & Associates, L.L.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-3 et seq.

TITLE:

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES, L.L.C. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF DONNA MAUER V. CITY OF JERSEY CITY**

3. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. A copy of the Certification of compliance with the City of Jersey City's Contractor Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certified that funds in the amount of \$50,000 are available in Account No. 17-01-201-23-210-312. PO #126651

Donna Mauer  
Donna Mauer, Chief Financial Officer

337  
9/8/2017

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES, L.L.C. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF DONNA MAUER V. CITY OF JERSEY CITY**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

**Contract Purpose**

A renewal of a professional services contract pertaining to a Complaint filed by City employee in their personal capacity realting to a slip and fall.

**Cost (Identify all sources and amounts)**

\$50,000  
17-01-201-23-210-312.

**Contract term (include all proposed renewals)**

One Year

**Type of award**

Fair/Open

**If "Other Exception", enter type**

**Additional Information**

**I certify that all the facts presented herein are accurate.**

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

\_\_\_\_\_  
**Date**

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Eric M. Bernstein & Associates, L.L.C., 34 Mountain Blvd., Bld. A, P.O. Box 4922, Warre, New Jersey 07059, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Donna Mauer v. City of Jersey City*.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.



The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of 150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

#### **B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**



The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

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

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

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

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

#### **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**VII. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Robert Kakoleski**  
Business Administrator

**WITNESS:**

**Eric M. Bernstein & Associates,**  
**L.L.C.**

\_\_\_\_\_  
By:  
Firm:

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Eric Martin Bernstein, Esq. Owner / Partner

Representative's Signature: 

Name of Company: Eric M. Bernstein & Associates, LLC

Tel. No.: (732) 805-3360 Date: 8/31/17

**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: Eric Martin Bernstein, Esq., Owner/Partner  
Representative's Signature: [Signature]  
Name of Company: Eric M. Bernstein & Associates, LLC  
Tel. No.: (732) 905-3360 Date: August 31, 2017



**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: Eric M. Bernstein - Associates, LLC  
Address: 34 Mountain Blvd. Bldg A Warren, NJ 07059-4922  
Telephone No.: (732) 805-3360  
Contact Name: Eric Martin Bernstein, Esq.

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Eric Martin Bernstein, Esq.	10 Timberline Drive Bridgewater, New Jersey 08807

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.


Name of Business Entity: Eric M. Bernstein & Associates, LLC

Signed: [Signature] Title: Owner / Partner

Print Name: Eric Martin Bernstein Date: 8/31/17

Subscribed and sworn before me this 31<sup>st</sup> day of August, 2017.

My Commission expires: \_\_\_\_\_



[Signature]  
 (Affiant) Heather Nevola  
Office Administrator  
 (Print name & title of affiant) (Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

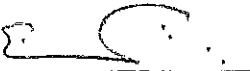
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

Vendor Name:	Eric M. Bernstein & Associates, LLC		
Address:	34 Mountain Boulevard Bldg A PO Box 4922		
City:	Warren	State:	NJ
		Zip:	07059-4922

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

 <hr/> Signature	Eric Martin Bernstein, Esq. <i>Owner/Partner</i> <hr/> Printed Name	<hr/> Title
--	--	-------------

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Eric M. Bernstein & Associates, LLC	Govt Government Committee, CPC	10/10/2016	\$ 2600.00
" " "	NJ Democratic GOV	10/25/2016	3000.00
" " "	New Leadership Council of NJ	10/25/2016	3000.00
" " "	Govt Government Committee, CPC	10/31/2016	2000.00
" " "	NJ Democratic GOV	10/31/2016	1600.00
" " "	New Leadership Council of NJ	11/6/2016	1600.00
" " "	Govt Government Committee, CPC	2/17/2017	2200.00
" " "	Govt Government Committee, CPC	6/5/2017	5000.00
" " "	Bergen County Democratic Mayors	9/13/2017	7200.00

Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Eric M. Bernstein Associates, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding September 1, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Eric M. Bernstein Associates, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Eric M. Bernstein Associates, LLC

Signed: [Signature] Title: Owner / Partner

Print Name: Eric Martin Bernstein Date: 8/31/17

Subscribed and sworn before me  
this 31<sup>st</sup> day of August, 2017.  
My Commission expires:

[Signature]  
(Affiant)  
Heather Nevada, Office Administrator  
(Print name & title of affiant) (Corporate Seal)



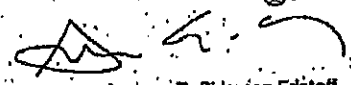
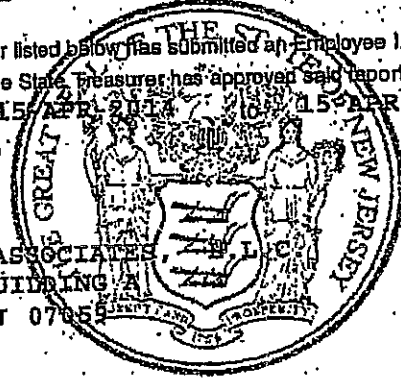
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Certification 28262

# 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-2018~~ 15-APR-2021

ERIC M. BERNSTEIN & ASSOCIATES, L.P.C.  
34 MOUNTAIN BLVD., BUILDING A  
WARREN NJ 07055

  
Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

ERIC M BERNSTEIN & ASSOCIATES LLC

TRADE NAME:

ADDRESS:

TWO NORTH RD  
WARREN NJ 07059  
EFFECTIVE DATE:

09/15/00

SEQUENCE NUMBER:

0747136

ISSUANCE DATE:

06/14/07



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 17-847  
 Agenda No. 10-Z-6  
OCT 25 2017  
 Approved: \_\_\_\_\_  
 TITLE:



**RESOLUTION IN SUPPORT OF CHANGING THE DAY OF THE REGULAR COUNCIL MEETING SCHEDULED FOR WEDNESDAY, NOVEMBER 15, 2017 TO THURSDAY, NOVEMBER 16, 2017**

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

**WHEREAS**, the Municipal Council of the City of Jersey City is the legislative body of Jersey City Government; and

**WHEREAS**, the Municipal Council of the City of Jersey City holds more than 48 meetings during the year open to the public in the Anna and Anthony R. Cucci Memorial Council Chambers on the second floor of City Hall, 280 Grove Street; and

**WHEREAS**, the municipal code provides that the Council may by resolution designate a different day to hold any meeting, subject to a minimum of five (5) affirmative votes; and

**WHEREAS**, in an attempt to provide a quorum due to the scheduling of the League of Municipalities, the Municipal Council wishes to hold the next Regular Meeting scheduled for Wednesday, November 15, 2017 at 6:00 p.m. on **Thursday, November 16, 2017 at 6:00 p.m.**; and

**WHEREAS**, the Municipal Council will provide due and timely notice to the public and to all city officials of the specifics involving the said meeting and has directed the City Clerk to provide notice in accordance with the "Open Public Meeting Act" N.J.S.A. 10:4-6 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council that the Council Meeting scheduled for Wednesday, November 15, 2017 **will be changed to Thursday, November 16, 2017 at 6:00 p.m.** in the Anna and Anthony R. Cucci Memorial Council Chambers on the second floor of City Hall, 280 Grove Street. The City Clerk shall give due and timely notice to the public and to all city officials of all additional changes in dates of meetings. Such notices should be in accordance with the "Open Public Meetings Act" N.J.S.A. 10:4-6 et seq.

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

APPROVED AS TO LEGAL FORM

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

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

*[Handwritten Signature]*  
 Business Administrator

Certification Required

Not Required

**APPROVED 6-2**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		✓		YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-848

Agenda No. 10.Z.7

DEFEATED OCT 25 2017

TITLE:



## RESOLUTION DEMANDING THE RELEASE OF ANY AUDIO RECORDING IN CONNECTION TO RECENT NEWS REPORTS ABOUT SENIOR ADMINISTRATION OFFICIALS AND ENERGY CONSULTANT BID STEERING

**WHEREAS**, recent news reports from Politico and the Jersey Journal cite sworn deposition testimony, in connection with a lawsuit filed by a City employee, about senior administration officials attempting to improperly influence the procurement of an energy consultant in February of 2014; and

**WHEREAS**, these news reports cite the sworn deposition testimony of Business Administrator, Robert Kakoleski, and his aide, Dominick Pandolfo wherein they discuss the procurement of an energy consultant and the existence of a public record in the form of a voicemail left by the then Chief of Staff, Muhammad Akil, and Deputy HEDC Director, Shawn Thomas on the Business Administrator's phone; and

**WHEREAS**, because there were allegations about efforts by Akil, Thomas, and HEDC Director Anthony Cruz to influence Pandolfo, a procurement committee member, one of three members responsible for selecting an energy consultant, there are concerns of a criminal nature and any voicemail audio recording may either substantiate or ease concerns about public corruption and the City's procurement process; and

**WHEREAS**, it is alleged that Mayor Fulop was made aware of this incident and yet Akil, Thomas, and Cruz remained in their positions and did not face an investigation, or any discipline for these alleged actions; and

**WHEREAS**, it is in the public interest for the City Council and the public to review the content of the voicemail audio recording in order to better understand whether this administration turned a blind eye to corruption among senior staff members.

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

1. The City Council Demands the Administration to turnover to the City Council and release to the public any audio voicemail in connection to the recent news articles

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**DEFEATED 4-3-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		✓		YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSTAINED			LAVARRO, PRES			✓

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL DEMANDING THE RELEASE OF ANY AUDIO RECORDING IN CONNECTION TO SENIOR ADMINISTRATION OFFICIALS AND ENERGY CONSULTANT "BID STEERING".**

**Initiator**

<b>Department/Division</b>	Office of the Municipal Council	Office of Councilman Michael Yun
<b>Name/Title</b>	Michael Yun	Councilman
<b>Phone/email</b>	201-222-3534	myun@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 formally demands the release of an audio tape of a voicemail left by then Chief of Staff, Muhammad Akil and the Deputy HEDC Director, Shawn "Sully" Thomas on the Business Administrator's phone that incriminates them for "bid steering" the City's procurement process. Due to overwhelming public interest for the City Council and for the public to review the content of the voicemail audio recording, a resolution is requested to honor the public's request and to hold the current administration accountable.

**I certify that all the facts presented herein are accurate.**



**Michael Yun  
Councilman, Ward D**

October 17, 2017

**Date**

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

City Clerk File No. Res. 17-849

Agenda No. 10.Z.8

Approved: OCT 25 2017

TITLE:



## A RESOLUTION COMMEMORATING THE LIFE AND TIMES OF JOANN C. ROBINSON

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, JoAnn C. Robinson** was born to Joseph E. Robinson and Theresa Bell on December 23, 1946 at Margaret Hague Memorial Hospital in Jersey City, New Jersey; and,

**WHEREAS, JoAnn C. Robinson** attended and graduated from Dickinson High School, and went on to become a certified EKG technician to pursue her passion for working with medical patients; and,

**WHEREAS, over her 27 year career, JoAnn C. Robinson** worked and provided compassionate care to the patients of Saint Francis Hospital, receiving many awards and distinguished accolades; and,

**WHEREAS, after she retired from Saint Francis Hospital, Joann C. Robinson** became a part-time Kohl's Associate, a position she held for 10 years; and,

**WHEREAS, JoAnn C. Robinson** was a faithful member of Mount Olive Baptist Church in Jersey City, New Jersey for many years; and,

**WHEREAS, JoAnn C. Robinson** was known for her "Diva Style," witty sense of humor, and larger-than-life and sweet personality. She could light up a room and keep a good conversation going like she knew you her entire life; and,

**WHEREAS, JoAnn C. Robinson** was loved by many, and adored by family and friends alike. She enjoyed good company, laughter, and stealing the show with her dynamic and trophy winning dance moves; and,

**WHEREAS, JoAnn C. Robinson** entered into eternal rest on October 15, 2017 at Bayonne Medical Center in Bayonne, New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that the life of **JoAnn C. Robinson** is hereby commemorated and her memory honored, in the hope that her spirit lives on in the loved ones she leaves behind.

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res. 17-850

Agenda No. 10.Z.9

Approved: OCT 25 2017

TITLE:



## A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL HONORING AARP CHAPTER No. 5102 ON THE 22<sup>nd</sup> ANNIVERSARY OF ITS FOUNDING

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the global population of people aged 60 and over is expected to grow from 600 million at the turn of the 21<sup>st</sup> century to almost 2 billion by the year 2050; and

**WHEREAS**, in the United States, the population of people aged 65 and over is expected to grow to 88.5 million by 2050, taking the total share of the 65 and over population from 12 percent to 20 percent of the total national population; and

**WHEREAS**, research shows that older Americans overwhelmingly want to remain in their homes, with 80 percent of adults 65 and older living in metropolitan areas; and

**WHEREAS**, The American Association of Retired Persons (AARP) is a national organization which engages in federal, state, and local advocacy on behalf of this growing segment of the US population; and,

**WHEREAS**, AARP Chapter No. 5102 was founded in 1995 by John Steel, Beth Fabio, Betty Skolar, and Neil Pecorano to ensure that Jersey City's seniors would be better able to organize as advocates for state and local issues affecting seniors; and

**WHEREAS**, for the past 22 years, AARP Chapter No. 5102 has worked to elevate issues important to seniors, including state legislation to lower the cost of prescription medicine and to close coverage loopholes for seniors on Medicare, and is actively working on expanding its membership;

**NOW, THEREFORE, BE RESOLVED** that the Members of the Jersey City Municipal Council hereby recognize the work done by the AARP Chapter No. 5102 on behalf of the City's senior population; and

**BE IT FURTHER RESOLVED** that the Jersey City Municipal Council congratulates the AARP Chapter No. 5102 as it celebrates the 22<sup>nd</sup> year since its establishment, and wishes them many more years of successful advocacy on behalf of Jersey City's seniors and retirees.

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 10-25-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rojando R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res. 17-851

Agenda No. 10.Z.10

Approved: OCT 25 2017



TITLE: **RESOLUTION AUTHORIZING JERSEY CITY COMMUNITY SOLUTIONS PROGRAM TO MAKE REFERRALS OF ELIGIBLE INDIVIDUALS TO APPROVED SOCIAL SERVICE AGENCIES**

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

**WHEREAS**, in April of 2016, the City of Jersey City, New Jersey was selected as a recipient of the competitive "2016 Community Court Grant Program" by the New York City based non-profit, the Center For Court Innovation (CCI) in coordination with The U.S. Department of Justice's Bureau of Justice Assistance (BJA); and

**WHEREAS**, the City of Jersey City, was awarded the grant for the implementation of a new Community Court program which is now known as Jersey City Community Solutions (JCCS); and

**WHEREAS** Community courts are "problem-solving courts that attempt to address the underlying issues that lead to criminal behavior and give justice system officials more meaningful options when handling lower-level offenses" as defined by the Center for Court Innovation; and

**WHEREAS** Jersey City Community Solutions will be housed the Jersey City Municipal Court, and will service low-level, non-violent defendants; and

**WHEREAS**, the program is designed around the concept of restorative justice, the sentences are intended to both rehabilitate clients and effectively give back to harmed communities; and

**WHEREAS**, in August of 2017, Jersey City Community Solutions received program approval for implementation from the Honorable Judge Glenn Grant, acting director of the New Jersey Administrative Office of the Courts (AOC). Approval by the AOC legally made Jersey City Community Solutions' operations a part of the Jersey City Municipal Court system; and

**WHEREAS**, Jersey City Community Solutions seeks to administer justice in a manner that steers low-level, non-violent offenders away from further criminal activity. Using sentences that combine rehabilitative social services with community reparation, the court ultimately seeks to promote safety, trust, and growth within the community it serves; and

**WHEREAS**, JCCS plans to partner with non-profit community service providers.

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

1. The Municipal Council of City of Jersey City expresses its firm support for JCCS and its service to the community.
2. Each Department within the City of Jersey City shall cooperate with JCCS.
3. The Municipal Council of the City of Jersey City recommends that residents familiarize themselves with JCCS and the needs of the community.
4. The Municipal Council hereby authorizes the JCCS to make referrals of eligible individuals to approved social services for the purpose of rehabilitative social services.

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		<b>ABSENT</b>	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

851

**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 JERSEY CITY COMMUNITY SOLUTIONS PROGRAM TO MAKE REFERRALS OF ELIGIBLE INDIVIDUALS TO APPROVED SOCIAL SERVICE AGENCIES**

**Initiator**

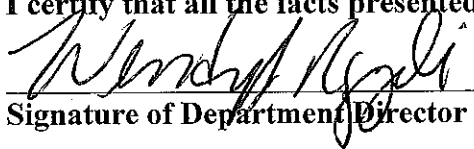
Department/Division	ADMINISTRATION	Municipal Court
Name/Title	Wendy Razzoli Stacey Dix	Court Director Program Coordinator
Phone/email	201-209-6728 201-209-6734	Razzoli@jcnj.org Sdix-kielbiowski@jcnj.org

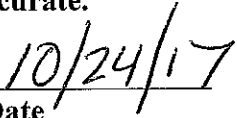
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this resolution is to authorize Jersey City Community Solutions program to make referrals of eligible individuals to approved social service agencies. The program is designed around the concept of restorative justice, and the sentences are intended to both rehabilitate clients and effectively give back to harmed communities. JCCS plans to partner with non-profit community service providers.

**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. 17-852

Agenda No. 10.Z.11

Approved: OCT 25 2017

TITLE:



## RESOLUTION COMMENDING REV. DR. GABRIEL CUERVO FOR HIS SERVICE AT THE FIRST SPANISH CHURCH OF THE NAZARENE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Rev. Dr. Gabriel Cuervo**, has been a long time resident of the City of Jersey City. **Reverend Gabriel Cuervo** is currently the Senior Pastor of the First Spanish Church of the Nazarene located at 251 Grove Street, Jersey City New Jersey; and

**WHEREAS, Rev. Cuervo** has been serving this community for many years as a spiritual leader and community activist. Under his leadership he and his congregation have sponsored a food pantry, community conferences and workshops; and

**WHEREAS, Rev. Cuervo** was elected the president of the Hispanic Pastors' Association of Hudson County. **Rev. Cuervo** was appointed by former Mayor Jerimiah Healy to represent the Latino Community at the Jersey City Medical Center as a board member. He has been acknowledged by former Mayors Bret Schundler, Glenn D. Cunningham and Senator Sandra Cunningham.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that **Rev. Dr. Gabriel Cuervo** is hereby recognized, commended and honored for his service to the First Spanish Church of the Nazarene for 27 years as pastor, community leader and activist.

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 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rodolfo R. Lavarro, Jr., President of Council

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

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

City Clerk File No. Res. 17-853  
 Agenda No. 10.Z-12  
 Approved: OCT 25 2017  
 TITLE:



**RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL ON MONDAY, NOVEMBER 13, 2017, TO DISCUSS PENDING LITIGATION AND/OR MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATING TO DISCOVERY REQUESTS IN THE MATTER ENTITLED DANIEL M. WRIEDEN V. CITY OF JERSEY CITY, ANTHONLY CRUZ, INDIVIDUALLY AND JOHN DOES 1-3 AND XYZ CORPORATIONS 1-3**

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

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold closed sessions to discuss pending litigation and/or matters within the attorney-client privilege; and

**WHEREAS**, the Act requires that a closed session be authorized by Resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

**WHEREAS**, the Council wishes to discuss pending litigation and matters within the attorney-client privilege related to discovery requests in the matter entitled Daniel M. Wrieden v. City of Jersey City, Anthony Cruz, individually and John Does 1-3 and XYZ Corporations 1-3.

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

1. a closed caucus of the Council be held during the regular Council Meeting scheduled for Monday, November 13, 2017, to discuss pending litigation and/or matters within the attorney-client privilege relating to discovery requests filed in the matter entitled Daniel M. Wrieden v. City of Jersey City, Anthony Cruz, individually and John Does 1-3 and XYZ Corporations 1-3; and
2. the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interest of the City of Jersey City will not be affected by such release.

JM  
10/25/17

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 5-3**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	<b>ABSENT</b>		
GADSDEN		✓		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

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