

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

City Clerk File No. Res. 18-577

Agenda No. 10.A

Approved: JUN 27 2018



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

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2018 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2018 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

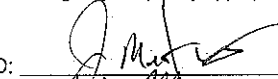
WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2018 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$398,138,138**.

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

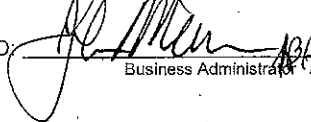
1.. An emergency temporary appropriation is hereby created for:

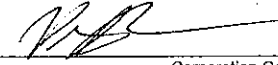
| | | FROM: | TO: |
|--------|---------------------------------|--------------|---------------------|
| 29-290 | DPW Director's Office- O/E | \$9,863,560 | \$11,863,560 |
| 26-315 | Automotive Serv.- O/E | \$2,308,095 | \$3,108,095 |
| 26-292 | Sanitation- O/E | \$975,850 | \$1,175,850 |
| 26-291 | Buildngs & Street Maint.- O/E | \$1,436,822 | \$1,736,822 |
| 28-375 | Parks Maint.- O/E | \$340,000 | \$540,000 |
| 31-430 | Electricity- O/E | \$1,670,000 | \$1,870,000 |
| 31-431 | Municipal St. Lighting- O/E | \$1,986,000 | \$2,486,000 |
| 31-433 | Office Services- O/E | \$1,630,353 | \$2,030,353 |
| 31-434 | Gasoline- All Depts.- O/E | \$735,000 | \$1,035,000 |
| 31-432 | Municipal Rent- O/E | \$2,000,000 | \$2,300,000 |
| 43-490 | Municipal Court- O/E | \$50,000 | \$81,100 |
| 23-210 | Insurance All-Depts.- O/E | \$8,000,000 | \$10,025,000 |
| 25-271 | Communications & Tech.- O/E | \$2,200,000 | \$2,500,000 |
| 23-220 | Empl.Group Health Ins. | \$48,000,000 | \$52,000,000 |
| GRANT | Summer Works initiative Program | \$0 | \$180,000 |
| 44-920 | Capital Improvement Fund | \$724,490 | \$1,874,490 |
| 20-145 | Collections- O/E | \$42,050 | \$92,050 |
| 21-180 | City Planning- O/E | \$5,000 | \$15,000 |
| | TOTAL INCREASE: | | \$12,946,100 |

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2018 Municipal Budget.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

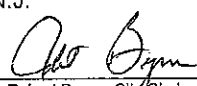
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | | ABSENT | | 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 AN EMERGENCY TEMPORARY
APPROPRIATION**

Initiator

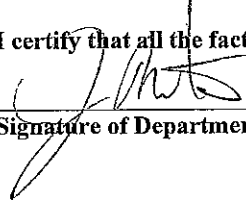
| | | |
|---------------------|----------------|---------------------|
| Department/Division | Administration | Management & Budget |
| Name/Title | John Metro | |
| Phone/email | X5042 | jmetro@jcnj.org |

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

Resolution Purpose

To provide an additional appropriation in the Calendar Fiscal Year 2018 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period.

I certify that all the facts presented herein are accurate.



Signature of Department Director

06/18/2018
Date

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

City Clerk File No. Res. 18-578

Agenda No. 10.B

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the attached tax accounts have duplicate payments on the property tax accounts; and

WHEREAS, the owner/entity acting on behalf of the owner has requested a refund due to the duplicate payment; and

WHEREAS, the Tax Collector would like to issue a tax refund to the individual/entity acting on behalf of the owner requesting the refund on the attached schedule and;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey, in the County of Hudson, state of New Jersey, that the refunds, as outlined on the attached schedule be issued, and the records of the Tax Collector's office be accordingly adjusted.

Voucher 092208 Total of Refund \$140,602.60

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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

| Voucher No | Name | Address 1 | Address 2 | City | State | Zip | Principal | Interest | Total | Account | Block | Lot | Qualification | Property Location |
|------------|---------------------------|--------------------------------|---------------------------------|-----------------|-------|------------|--------------|-----------|--------------|---------|-------|-----|---------------|------------------------|
| 1 B092208 | CULLEN SCHAFFER | 32 ERIE ST | | JERSEY CITY | NJ | 07302 | \$ 4,144.01 | \$ 111.08 | \$ 4,255.09 | 152454 | 4204 | 14 | | 139 BEACH ST |
| 2 B092208 | USBANK-CUST TOWER DB V1 | 50 SOUTH 16TH ST | SUITE 2050 | PHILADELPHIA | PA | 19102 | \$2,112.58 | | \$ 2,112.58 | 80028 | 4902 | 16 | | 129 PROSPECT ST |
| 3 B092208 | CHASE | P.O. BOX 245946 | | COLUMBUS | OH | 43224 | \$ 5,306.85 | | \$ 5,306.85 | 549014 | 6102 | 5 | C0505 | 689 MARIN BLVD |
| 4 B092208 | OCWEN LOAN SVC LLC | TAX/ESCROW DEPT | 1661 WORTHINGTON RD. SUITE 100 | WEST PALM BEACH | FL | 33409 | \$ 1,367.04 | | \$ 1,367.04 | 422550 | 6502 | 2 | C1019 | 201 ST PAULS AVE |
| 5 B092208 | BONFIGLIO & ASTERITA, LLC | 55 NORTH RIDGE AVE | SUITE 6 | RED BANK | NJ | 07701 | \$ 397.80 | | \$ 397.80 | 645835 | 6601 | 14 | C0004 | 155 HOPKINS AVE |
| 6 B092208 | ALTAWHEED CENTER, INC. | 984-986 WEST SIDE AVENUE | | JERSEY CITY | NJ | 07306 | \$ 7,937.92 | | \$ 7,937.92 | 593780 | 10501 | 29 | | 984-986 WEST SIDE AVE. |
| 7 B092208 | PAT CARABELLESE | 127 SO WASHINGTON AVENUE | | BERGENFIELD | NJ | 07621 | \$ 7,865.22 | \$ 49.73 | \$ 7,914.95 | 593780 | 10501 | 29 | | 984-986 WEST SIDE AVE. |
| 8 B092208 | CORELOGIC | P.O. BOX 9205 | FILE# 48681962 | COPPELL | TX | 75019-9214 | \$ 6,825.00 | | \$ 6,825.00 | 43166 | 11005 | 35 | | 112 BRUNSWICK ST |
| 9 B092208 | INVESTORS BANK | 101 WOOD AVE S | | ISELIN | NJ | 08833 | \$ 2,339.90 | | \$ 2,339.90 | 17541 | 11402 | 2 | | 251 SECOND ST |
| 10 B092208 | CORELOGIC | 95 METHODIST HILL RD SUITE 101 | ATTN: REFUND DEPARTMENT | ROCHESTER | NY | 14623 | \$ 4,950.31 | | \$ 4,950.31 | 555490 | 11603 | 34 | C1503 | 65 SECOND ST |
| 11 B092208 | CITI MORTGAGE, INC | P.O. BOX 23689 | | ROCHESTER | NY | 14692 | \$ 4,646.48 | | \$ 4,646.48 | 556654 | 11603 | 34 | C2410 | 65 SECOND ST |
| 12 B092208 | JNH FUNDING | 90 DAYTON AVE 6C | | PASSAIC | NJ | 07055 | \$ 1,706.26 | | \$ 1,706.26 | 640405 | 12806 | 18 | C0003 | 324 YORK ST |
| 13 B092208 | CORELOGIC | 3001 HACKBERRY RD | ATTN: CALIBER HOME LOAN REFUNDS | IRVING | TX | 75063-0156 | \$ 2,203.68 | | \$2,203.68 | 8524 | 14102 | 19 | | 216 YORK ST |
| 14 B092208 | CAPITAL ONE | P.O. BOX 9212 | | COPPELL | TX | 75019-9228 | \$ 6,300.60 | | \$6,300.60 | 565432 | 14205 | 21 | C0206 | 149 ESSEX ST |
| 15 B092208 | PNC TAX DEPT | P.O. BOX 1804 | | DAYTON | OH | 45401 | \$ 205.37 | | \$ 205.37 | 564989 | 14205 | 21 | C1603 | 149 ESSEX ST |
| 16 B092208 | AGRAWAL, SACHIN & LEE, LO | 61 GRAND ST | UNIT 3M | JERSEY CITY | NJ | 07302 | \$ 11,649.00 | | \$ 11,649.00 | 551168 | 14304 | 4 | C0312 | 61 GRAND ST |
| 17 B092208 | CORELOGIC | 3001 HACKBERRY RD | ATTN: REFUND DEPARTMENT | IRVING | TX | 75063 | \$ 12,788.63 | | \$ 12,788.63 | 632365 | 14506 | 1 | C3503 | 77 HUDSON ST |
| 18 B092208 | FRANCIS LEE | 77 HUDSON ST #4003 | | JERSEY CITY | NJ | 07302 | \$ 9,290.30 | | \$ 9,290.30 | 632640 | 14506 | 1 | C4003 | 77 HUDSON ST |
| 19 B092208 | CITI MORTGAGE, INC | P.O. BOX 23689 | | ROCHESTER | NY | 14692 | \$ 10,303.84 | | \$ 10,303.84 | 632860 | 14506 | 1 | C4403 | 77 HUDSON ST |
| 20 B092208 | ZHEN WANG | 201 MARIN BLVD #411 | | JERSEY CITY | NJ | 07302 | \$ 8,388.78 | | \$ 8,388.78 | 612700 | 15906 | 8 | C0411 | 201 MARIN BLVD |
| 21 B092208 | PETER CARTER | 73 CRESCENT AVE | | JERSEY CITY | NJ | 07304 | \$ 2,607.30 | | \$ 2,607.30 | 335562 | 16902 | 30 | | 73 CRESCENT AVE |
| 22 B092208 | USBANK-CUST TOWER DB V1 | 50 SOUTH 16TH ST | | PHILADELPHIA | PA | 19102 | \$ 957.37 | \$ 1.05 | \$ 958.42 | 334151 | 17101 | 58 | | 56 PRESCOTT ST |
| 23 B092208 | IRIT SHLIAN | 42 CENTRAL SQUARE PARK | | METUCHEN | NJ | 08840 | \$ 118.95 | | \$ 118.95 | 358895 | 22603 | 2 | | 27 ORIENT AVE |
| 24 B092208 | RAYSON, SIAN | 34 CONSTITUTION WAY #34G | | JERSEY CITY | NJ | 07305 | \$ 7,455.75 | | \$ 7,455.75 | 574875 | 27503 | 24 | C0034 | 34 CONSTITUTION WAY |
| 25 B092208 | CLEMENTE ENTERPRISES LLC | P.O. BOX 141 | | WYCKOFF | NJ | 07481 | \$ 2,096.39 | \$ 68.93 | \$ 2,165.32 | 221382 | 28604 | 24 | | 189 LEMBECK AVE |
| 26 B092208 | CORELOGIC | P.O. BOX 9205 | ATTN: CALIBER HOME LOAN REFUNDS | COPPELL | TX | 75019-9214 | \$ 2,535.00 | | \$ 2,535.00 | 222349 | 29201 | 1 | | 247 PEARSALL AVE |
| 27 B092208 | POLAR LOGISTICS EAST | C/O PREFERRED FREEZER SVC AT | ONE MAIN STREET 3RD FLOOR | CHATHAM | NJ | 07928 | \$ 17,871.48 | | \$ 17,871.48 | 520023 | 30306 | 10 | | 200 POLAR WAY |

TOTAL REFUND

\$ 144,371.81 \$ 230.79 \$ 140,602.60

JUN 27 2018 18-578

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

City Clerk File No. Res. 18-579

Agenda No. 10.C

Approved: JUN 27 2018

TITLE:



RESOLUTION TO CANCEL AND REFUND A TAX SALE CERTIFICATE # 2017-1912 SOLD IN ERROR.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, CLEMENTE ENTERPRISES LLC is the holder of tax sale certificate # 2017-1912 on block 27503, lot 20, qualifier C5306 located at 40 Constitution Way and;

WHEREAS, the Tax Collector has determined that the tax payments were applied to the wrong tax quarter for tax year 2017 on block 27503 lot 20, qualifier C5306 account 513747 due to a posting error on the account and;

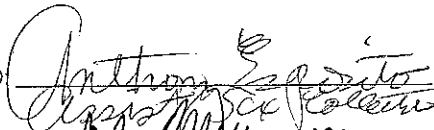
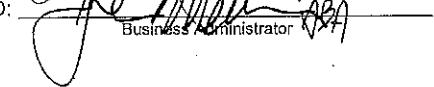
WHEREAS, the Tax Collector's placed a lien erroneously on block 27503, lot 20, qualifier C5306 account 513747 property location 40 Constitution Way and;


WHEREAS, The Tax Collector would like to cancel and refund the lien amount to the lien holder on 40 Constitution Way Certificate # 2017-1912 and,;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2017-1912 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to **CLEMENTE ENTERPRISES LLC** for tax year 2017.

| Block | lot | qual | Account # | Property location | Certificate# | Certificate Amount |
|-------|-----|-------|-----------|---------------------|--------------|--------------------|
| 27503 | 20 | c5306 | 513747 | 40 Constitution Way | 2017-1912 | 264.47 |

Total To Refund \$330.19

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

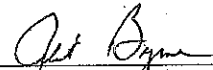
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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 TO CANCEL AND REFUND A TAX SALE CERTIFICATE # 2017-1912 SOLD IN ERROR.

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 cancel and refund third party lien holder for a lien placed on the property erroneously.

I certify that all the facts presented herein are accurate.

1/4 W
Signature of Department Director

1/20/17
Date

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

City Clerk File No. Res. 18-580

Agenda No. 10.D

Approved: JUN 27 2018



TITLE:

RESOLUTION APPROVING THE APPOINTMENT OF A CHIEF MUNICIPAL PROSECUTOR FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR A TERM OF ONE YEAR

COUNCIL Resolution: offered and moved adoption of the following

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

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

WHEREAS, the Mayor has appointed **Jacob V. Hudnut**, for a one year term as Chief Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

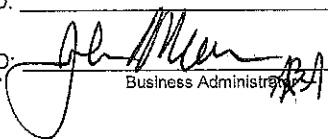
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:


1. The appointment of **Jacob V. Hudnut**, as Chief Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about July 2, 2018 and to expire on July 1, 2019.
3. The Chief Municipal Prosecutor shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

BP/igp
6/1/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

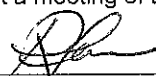
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6 27 18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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

JACOB V. (JAKE) HUDNUT

EXPERIENCE

Spar & Bernstein, P.C., New York, NY

Criminal Defense Associate

April 2017 – present

Aggressively defend people accused of crimes in New York and New Jersey, including felony murder, robbery, assault, harassment, and weapon possession. Act as lead attorney on the firm's New Jersey criminal cases, including two successful motions in 2018 to overcome New Jersey's statutory presumption of incarceration for handgun possession. Act as lead attorney for the firm's "crimmigration" practice, coordinating with the firm's immigration group to investigate and move for post-conviction relief pursuant to Padilla v. Kentucky, 559 U.S. 356 (2010), for non-citizen clients with prior criminal convictions, including successfully vacating a 2009 cocaine distribution conviction in Suffolk County for a legal permanent resident in removal proceedings. Frequently present on the firm's daily video web series, covering a broad range of criminal law topics.

City of Jersey City, Jersey City, NJ

Municipal Court Public Defender

2014 – April 2017

Defended misdemeanor charges through to bench trial verdict, including drug possession, assault, and harassment.

Hudnut Law, LLC, Jersey City, NJ

Criminal Trial Attorney

2011 – April 2017

Built and managed a successful criminal defense practice. Represented over 500 people charged with felonies, including homicide, kidnapping, armed robbery, weapon possession, assault, and drug distribution. Tried 14 cases through to jury verdicts with nine acquittals, including acquittal of a client who accepted three kilograms of cocaine by U.S. mail (arguing mistake) and acquittal of a client charged with kidnapping and sexual assault (arguing consent). Researched, wrote, and argued motions that protected clients' rights, including dismissal of drug facility charges (arguing coerced consent to search) and dismissal of armed robbery charges (arguing double jeopardy). Supported indigent defense, serving as assigned counsel on hundreds of felony cases.

Superior Court of New Jersey, Essex Vicinage, Newark, NJ

Law Clerk to Hon. Peter J. Vazquez, Presiding Judge (Criminal Division)

2010 – 2011 Judicial Term

Liaised between presiding judge and criminal bar. Drafted judicial opinions. Managed municipal appeal docket.

Blume Goldfaden, et al., Jersey City, NJ

Law Clerk

2009 – 2010 Academic Year

Researched and wrote successful motions for civil litigation at both the trial and appellate levels.

Genova, Burns & Vernoia, Newark, NJ

Special Assistant

2005 – 2007

Managed senior partner Angelo Genova's service on statewide boards, foundations, and political campaigns.

EDUCATION

Seton Hall University School of Law, Newark, NJ

Juris Doctor, 2010

Commencement Speaker; Moot Court Competition (semifinalist)

Montclair State University, Montclair, NJ

Bachelor of Arts, *cum laude*, Political Science, 2005

Commencement Speaker; Student Body President (two terms)

BAR ADMISSIONS

New York and New Jersey

PUBLICATIONS & PRESENTATIONS

Hudnut, J., *Op-ed: Hudson County Jail A Death Sentence for Too Many*, THE JERSEY JOURNAL, Jan. 29, 2018

Instructor, "Guns & the Law," New Jersey Office of the Public Defender Statewide Training/CLE, March 2016

Hudnut, J., *My Solo Adventure*, NEW JERSEY LAWYER MAGAZINE, June 2012

PROFESSIONAL & COMMUNITY INVOLVEMENT

Board Member, Jersey City Training and Employment Program, 2018

President, Harsimus Cove Association, 2017 – present

Trustee, Hudson County Bar Association, 2017 – present

Criminal Practice Committee, Hudson County Bar Association, 2013 – present

National Association of Criminal Defense Lawyers, 2013 – present

Association of Criminal Defense Lawyers of New Jersey, 2013 – present



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

June 1, 2018

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

Re: Appointment of Chief Municipal Prosecutor

Dear Council President and Members of the Municipal Council:

Pursuant to N.J.S.A. 2B:12-4(b), please be advised that I have appointed **Jacob V. Hudnut**, a resident of Jersey City, for a one year term, beginning July 2, 2018 and expiring July 1, 2019 as Chief Municipal Prosecutor of the Municipal court of Jersey City.

In accordance with the aforementioned provisions, I respectfully request the advice and consent of the Municipal Council to this designation.

Very truly yours,

STEVEN M. FULOP
Mayor

BD/igp

cc: Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-581

Agenda No. 10.E

Approved: JUN 27 2018

TITLE:



A RESOLUTION APPOINTING ARMANDO MOLINA, ESQ. AS A FULL-TIME MUNICIPAL COURT JUDGE

COUNCIL offered and moved adoption of the following
Resolution:

WHEREAS, N.J.S.A. 2B:12-4(b) authorizes the Mayor, with the advice and consent of the Municipal Council, to appoint judges to the Municipal Court; and

WHEREAS, the Mayor wishes to appoint Armando Molina, Esq. as a Judge of the Municipal Court (full-time); and

WHEREAS, Armando Molina, Esq. has served as the City's Chief Municipal Prosecutor for several years and is therefore well qualified to serve as a Judge of the Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a), municipal court judges shall serve for a term of three (3) years from the date of their appointment and shall serve until their successor is appointed and qualified; and

WHEREAS, the Mayor, by virtue of the letter attached hereto, has formally asked the Municipal Council for its consent to appoint Armando Molina, Esq. as a Judge of the Municipal Court (full-time).

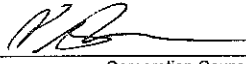
NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that Armando Molina, Esq. is hereby appointed as a full-time Judge of the Municipal Court of the City of Jersey City for a three (3) year term to commence on July 2, 2018 in accord with N.J.S.A. 2B:12-4. Judge Molina's term shall expire on July 1, 2021.

JJH 6/5/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

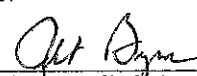
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | | ABSENT | | 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

Armando J. Molina

Education: Rutgers University Law School
Newark, New Jersey
Juris Doctor, June 1983

Upsala College
East Orange, New Jersey
B. A. 1980
4 Majors: Sociology, Political Science, Psychology, Economics
2 Concentrations: Urban Studies, International Affairs

Synopsis:

- Member of New Jersey and Florida Bar
- Ability to handle complex cases.
- Accustomed to large volume work situations.
- Attentive to deadlines.
- Resourceful in problem-solving.

Experience:

Municipal Prosecutor Jersey City Municipal Prosecutor Office
May 1998-Present Jersey City, New Jersey

- Chief Municipal Prosecutor October 2005 – October 2009;
December 2013 to present
- First Assistant Prosecutor August 2002-September 2005
- Per Diem Prosecutor Newark Municipal Court 2007-2013
- Engage in all aspects of municipal court proceedings

Public Defender
1987-1998

- State of Florida Public Defender Office
7th Judicial Circuit, Daytona Beach, Florida
- Provided quality legal representation to indigent defendants.
 - Second chair on high profile cases.
 - Very adapt in all aspects of legal court proceedings.
 - Excel in legal research and writing.
 - Extensive experience in all types of criminal cases.

U.S. Army
Honorable
Discharge

25th Infantry Division, Hawaii
Preventive Health Specialist
Under the auspices of the General Staff Headquarters, directed
battalion and company commanders of all military branches in the
implementation and supervision of preventive health measures
designed to maintain the health of their command.

Languages: Fluent in Spanish.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

June 1, 2018

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

**Re: Appointment of Armando Molina
As a Full-Time Municipal Court Judge**

Dear Council President and Members of the Municipal Council:

Pursuant to N.J.S.A. 2B:12-4(b), I hereby appoint Armando Molina, a resident of Jersey City, to be a full-time judge of the municipal court for a term to be effective July 2, 2018 and expire three (3) years thereafter.

In accordance with the aforementioned provisions, I respectfully request the advice and consent of the Municipal Council to this designation.

Very truly yours,


STEVEN M. FULOP
Mayor

BD/mma

cc: Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-582

Agenda No. 10.F

Approved: JUN 27 2018

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2018 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

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

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

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

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

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

WHEREAS, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its May 15, 2018 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

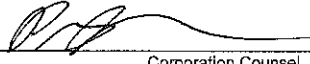
- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2018.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

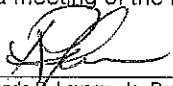
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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

2018-19 MCGINLEY SQUARE PARTNERSHIP BUDGET (approved by the Board 5/15/18; by the members 6/7/18)

| <u>REVENUES</u> | <u>Total Budget</u> | <u>NOTES</u> |
|--|---------------------|--|
| Cash on Hand | 8,000.00 | projected bank balance on July 1, 2018 |
| 2018-19 SID taxes | 72,336.51 | same as past years |
| Street Banners | 1,200.00 | 20 banners @ \$60 profit per banner |
| Misc: CCEF, Mbr Dinner, website ads | <u>3,500.00</u> | Investors Foundation grant (?); "McGinley Sq Favorites" Dinner admissions, web ads |
| TOTAL REVENUE | 85,036.51 | |
| | | |
| <u>EXPENSES</u> | | |
| Rent | 7,200.00 | rent @ \$600/month |
| Insurances | 2,400.00 | D&O:\$1600-Chubb; General Liability:\$800-The Hartford |
| Office Supplies | 1,000.00 | Supplies, bottled water, stamps |
| Audit/Tax Return | 4,000.00 | same as 2017 |
| Telephone/Fax/Internet | <u>2,000.00</u> | same as 2017 |
| Subtotal | 16,600.00 | |
| | | |
| Management (on-site/consultant) | 45,000.00 | reduced \$3400 from 2017; includes coordination of mbr dinner/ad journal, weekly mbr profiles, website updates |
| | | |
| Marketing | | |
| Special Events/Social Media Marketing | 10,000.00 | special event(s) & social media support based on consultants' proposals |
| Revised Website | 360.00 | webhost fee (maximum) & domain name renewal |
| Holiday Lights-2017 | 2,500.00 | Design Decorators (same as 2017) |
| McGinley "Favorites" Awards Dinner | <u>2,500.00</u> | award certificates, dinner, program ad journal |
| Total Marketing Subtotal | 15,360.00 | |
| | | |
| Reserve | <u>8,076.51</u> | for unanticipated expenses |
| TOTAL EXPENSES | 85,036.51 | |

18-582
 JUN 27 2018

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION (1) INTRODUCING AND APPROVING THE 2018 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT: (2) Directing the City Clerk TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING: AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET.

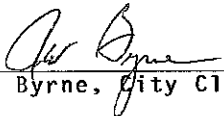
Initiator

| | | |
|---------------------|--------------------------|-----------------|
| Department/Division | Office of the City Clerk | |
| Name/Title | Robert Byrne | City Clerk |
| Phone/email | 201.547.5149 | RByrne@jcnj.org |

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

Resolution Purpose

I certify that all the facts presented herein are accurate.



Robert Byrne, City Clerk

JUN 21 2018

Date

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

City Clerk File No. Res. 18-583

Agenda No. 10.G

Approved: JUN 27 2018

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2018-2019 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of May 23, 2018 the Municipal Council of the City of Jersey City introduced and approved the Journal Square Special Improvements District following budget for the period July 1, 2018 through June 30, 2019, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on June 27, 2018; and

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

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

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

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

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

1. The Jersey Journal Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$776,000.00 for the Journal Square Special Improvement District for the period July 1, 2018 through June 30, 2019, which sum shall be raised by taxation during the period July 1, 2017 through June 30, 2018.

City Clerk File No. Res. 18-583
Agenda No. 10.6 JUN 27 2018

TITLE:

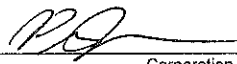
- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District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

RB/rj

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

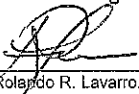
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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 ADOPTING AND RATIFYING THE 2018-2019 BUDEGT OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

| | | |
|---------------------|--------------------------|-----------------|
| Department/Division | OFFICE OF THE CITY CLERK | |
| Name/Title | ROBERT BYRNE | CITY CLERK |
| Phone/email | 201.547.5149 | RByrne@jcnj.org |

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

Resolution Purpose

TO APPROVE AN OPERATING BUDGET FOR THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.



Signature of Department Director

JUN 21 2018
Date

**PUBLIC NOTICE - CITY OF JERSEY CITY
FY 2019 JOURNAL SQUARE SID BUDGET**

Date Submitted: District Approved-4/10/18

| See Below * | Items | SID | Private | Reserve Fund | Totals |
|--|--|----------------------|--------------------|--------------------|----------------------|
| REVENUES | | | | | |
| | Journal Square SID Assessment | \$ 773,000.00 | | | \$ 773,000.00 |
| A9 | Private Cash/Fees/Sponsorships | | | | \$ - |
| A8 | JSSID Reserve Fund | | \$ 3,000.00 | | \$ 3,000.00 |
| A10 | Interest | | | | \$ - |
| TOTAL REVENUES | | \$ 773,000.00 | \$ - | \$ 3,000.00 | \$ 776,000.00 |
| EXPENSES | | | | | |
| Administrative Items | | | | | |
| A18 | Rent | | | | \$ - |
| A19 | Insurance | \$ 3,400.00 | | | \$ 3,400.00 |
| A20 | Equipment:IT/Copier/Svc | \$ 1,000.00 | | | \$ 1,000.00 |
| A21 | Supplies | \$ 2,100.00 | | | \$ 2,100.00 |
| A22 | Audit/Filing | \$ 4,600.00 | | | \$ 4,600.00 |
| A23 | Legal | \$ 1,000.00 | | | \$ 1,000.00 |
| A24 | Parking & Storage | \$ 2,000.00 | | | \$ 2,000.00 |
| A25 | Dues, Subscriptions, Memberships | \$ - | | | \$ - |
| A27 | Telephone/Internet | \$ 3,500.00 | | | \$ 3,500.00 |
| A28 | Website Hosting & Maintenance | \$ 2,400.00 | | | \$ 2,400.00 |
| Administrative Items Subtotals | | \$ 20,000.00 | \$ - | \$ - | \$ 20,000.00 |
| Administration | | | | | |
| A32 | Management/Advocacy Fees | \$ 75,000.00 | | | \$ 75,000.00 |
| Administration Subtotals | | \$ 75,000.00 | \$ - | \$ - | \$ 75,000.00 |
| Marketing/Promotions/Community Programs & Development | | | | | |
| A35 | Program Manager | \$ 69,700.00 | | | \$ 69,700.00 |
| <i>Manage/develop & coordinate Farmer's Market/Entertainment, Decorative Pole Banner Program, Way Finding Signage, Gateway Improvements, Holiday Decorations/Lights, Pole Banner Program, Way Finding and Destination Signage, Gateway Improvements, Holiday Decorative Lighting, Internet/Social Media (FB/Twitter), Promotions</i> | | | | | |
| A36 | District Marketing & Promotions | \$ 15,000.00 | | | \$ 15,000.00 |
| <i>Farmers Market/Entertainment, Decorative Pole Banner Program, Way Finding Signage, Gateway Improvements, Holiday Decorations/Lights, Internet/Social Media (Facebook/Twitter) Promotions</i> | | | | | |
| A43 | Retail Promotions and Support | \$ 3,000.00 | | | \$ 3,000.00 |
| <i>Retail/Restaurant Spotlight Features; Sidewalk Sales; Support for City-sponsored Retail Promotions</i> | | | | | |
| A46 | Community Development, Programs & Partnerships | \$ 15,000.00 | | | \$ 15,000.00 |
| <i>Neighborhood Clean-ups w/ local Block Associations; Support for artist-related programming</i> | | | | | |
| Marketing/Promotions/Community Subtotals | | \$ 102,700.00 | \$ - | \$ - | \$ 102,700.00 |
| Operations | | | | | |
| A53 | Landscaping/Planters/Plants | \$ 3,000.00 | | | \$ 3,000.00 |
| A54 | Maintenance/Ambassadors | \$ 563,300.00 | | | \$ 563,300.00 |
| A55 | Maintenance Supplies | \$ 12,000.00 | | | \$ 12,000.00 |
| Operations Subtotals | | \$ 578,300.00 | \$ - | \$ - | \$ 578,300.00 |
| TOTAL EXPENSES | | \$ 776,000.00 | \$ - | \$ - | \$ 776,000.00 |
| REVENUE/EXPENSE SUMMARY | | | | | |
| Total Budget | | \$ 776,000.00 | \$ 3,000.00 | \$ - | \$ - |
| Revenues | | \$ 773,000.00 | \$ - | \$ 3,000.00 | \$ 776,000.00 |
| Expenses | | \$ 776,000.00 | \$ - | \$ - | \$ 776,000.00 |
| Excess / Deficiencies | | \$ (3,000.00) | \$ - | \$ 3,000.00 | \$ - |

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

City Clerk File No. Res. 18-584

Agenda No. 10.H

Approved: JUN 27 2018

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL
Resolution:

offered and moved adoption of the following

WHEREAS, on May 16, 2018 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Journal Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on June 27, 2018, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Journal Square Special Improvement District for the budget year July 1, 2018 through June 30, 2019; and

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

JUN 27 2018

18-584

PUBLIC NOTICE - CITY OF JERSEY CITY
 FY 2019 JOURNAL SQUARE SID
 ASSESSMENT ROLL

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|------|--|----------------------|-------------|
| 7804 | 1 | | 10-16 LIBERTY REALTY, LLC | 12-16 LIBERTY AVENUE | \$3,467.06 |
| 9605 | 1 | | 115 & 125 MAGNOLIA AVE., LLC | 125 MAGNOLIA AVE. | \$7,156.06 |
| 12103 | 10 | | 151 SIP AVENUE, LLC | 151 SIP AVE | \$868.49 |
| 10701 | 3 | | 15-16 REALTY CORP. | 898 BERGEN AVE. | \$2,178.35 |
| 12101 | 25 | | 171-177 SIP AVE CORP | 2790 KENNEDY BLVD | \$6,578.62 |
| 10702 | 5 | | 26 JOURNAL SQUARE OWNER LLC. | 26 JOURNAL SQ. | \$33,601.03 |
| 10602 | 4 | | 28 JERSEY RLTY CORP C/O A ADIMI | 2838 KENNEDY BLVD | \$2,178.35 |
| 10601 | 53.01 | | 2825 KENNEDY BLVD ASSOC., LLC % ISJ M. | 2825 KENNEDY BLVD. | \$4,901.29 |
| 10602 | 3 | | 2828-34 KENNEDY BLVD ASSO C/O SUTTON | 2828 KENNEDY BLVD | \$4,356.70 |
| 10601 | 49 | | 2853-2857 KENNEDY BLVD ASSOC | 2853-57 KENNEDY BLVD | \$13,147.53 |
| 10602 | 8 | | 2854 KENNEDY LLC | 2854 KENNEDY BLVD | \$21,988.26 |
| 10602 | 6 | | 2866 KENNEDY BLVD JC, LLC | 2866 KENNEDY BLVD. | \$1,176.31 |
| 7902 | 70 | | 2980 KENNEDY LLC | 2976-80 KENNEDY BLVD | \$4,857.72 |
| 10702 | 7 | | 30 JOURNAL SQUARE PARTNERS LLC | 21 ENOS PL. | \$202.74 |
| 10702 | 6 | | 30 JOURNAL SQUARE PARTNERS LLC | 23 ENOS PL | \$210.13 |
| 10702 | 10 | | 30 JOURNAL SQUARE PARTNERS LLC | 11 ENOS PL. | \$224.07 |
| 10702 | 11 | | 30 JOURNAL SQUARE PARTNERS LLC | 9 ENOS PL. | \$224.07 |
| 10702 | 13 | | 30 JOURNAL SQUARE PARTNERS LLC | 5 ENOS PL. | \$224.07 |
| 10702 | 14 | | 30 JOURNAL SQUARE PARTNERS LLC | 3 ENOS PL. | \$260.86 |
| 10702 | 8 | | 30 JOURNAL SQUARE PARTNERS LLC | 19 ENOS PL. | \$265.77 |
| 10702 | 9 | | 30 JOURNAL SQUARE PARTNERS LLC | 15 ENOS PL. | \$287.79 |
| 10702 | 15 | | 30 JOURNAL SQUARE PARTNERS LLC | 122-130 NEWKIRK ST. | \$4,727.02 |
| 10702 | 4 | | 30 JOURNAL SQUARE PARTNERS LLC | 30 JOURNAL SQ. | \$10,016.80 |
| 10702 | 12 | | 30 JOURNAL SQUARE PARTNERS, LLC | 7 ENOS PL. | \$224.07 |
| 6502 | 13.02 | | 3000 KENNEDY BLVD LLC | 3000 KENNEDY BLVD | \$12,167.74 |
| 10702 | 3 | | 32 JOURNAL SQUARE OWNER LLC. | 32 JOURNAL SQ. | \$1,089.18 |
| 10702 | 1 | | 33 JOURNAL SQUARE OWNER, LLC % OPTIMUM | 912 BERGEN AVE | \$4,356.70 |
| 10702 | 2 | | 33 JOURNAL SQUARE OWNER, LLC % OPTIMUM | 922 BERGEN AVE. | \$7,549.73 |
| 10602 | 7 | | 40 JOURNAL SQUARE, LLC | 40 JOURNAL SQ | \$13,108.72 |
| 10803 | 23 | | 438 REALTY ASSOCIATES | 438 SUMMIT AVE. | \$37,373.93 |
| 9605 | 4 | | 500 SUMMIT AVE. MAZAL LLC | 506 SUMMIT AVE | \$1,304.47 |
| 10601 | 51 | | 51 JOURNAL SQUARE I LLC | 2843 KENNEDY BLVD. | \$3,089.77 |
| 10602 | 9 | | 51 JOURNAL SQUARE II LLC | 2844 KENNEDY BLVD. | \$4,635.96 |
| 10601 | 48 | | 51 JOURNAL SQUARE III LLC | 2859 KENNEDY BLVD. | \$1,052.58 |
| 10601 | 47 | | 51 JOURNAL SQUARE III LLC | 2861 KENNEDY BLVD. | \$1,633.76 |
| 13402 | 16 | | 5214 HUDSON CORP. % DARI, MOHAMMED | 872 BERGEN AVE. | \$2,163.10 |
| 9606 | 32 | | 532 SUMMIT AVENUE HOLDINGS, LLC | 577 PAVONIA AVE | \$453.46 |
| 9606 | 29 | | 532 SUMMIT AVENUE HOLDINGS, LLC | 532 SUMMIT AVE. | \$1,806.68 |
| 10704 | 1 | | 57 SIP REALTY, LLC | 57 SIP AVE | \$3,167.47 |
| 7904 | 11 | | 594 PAVONIA AVE. LLC. | 594 PAVONIA AVE. | \$373.52 |
| 7904 | 16 | | 612 PAVONIA AVENUE LLC | 612 PAVONIA AVE. | \$2,200.13 |
| 10704 | 39 | | 61-63 SIP AVENUE, LLC % THE KABR G. | 63 SIP AVE. | \$1,746.17 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|-------|--------------------------------------|----------------------|-------------|
| 9402 | 11 | | 757 NEWARK AVENUE REALTY, LLC | 767 NEWARK AVE. | \$144.75 |
| 9402 | 8 | | 775 NEWARK, LLC | 775 NEWARK AVE. | \$1,089.18 |
| 9401 | 10 | | 817 ASSOCIATES, LLC % RAJENDRA PATEL | 817 NEWARK AVE. | \$299.61 |
| 7805 | 22 | | 820 NEWARK LLC | 820 NEWARK AVE. | \$1,089.18 |
| 7806 | 15 | | 842-844 NEWARK AVENUE LLC | 844 NEWARK AVE. | \$2,453.47 |
| 9301 | 1 | | 845 NEWARK AVENUE, L.L.C. | 845 NEWARK AVE. | \$607.01 |
| 13402 | 5 | | 856-858 BERGEN AVE, LLC | 856-858 BERGEN AVE. | \$1,524.85 |
| 10701 | 5 | | 910 BERGEN RLTY LLC C/O HIRSCHMANN | 910 BERGEN AVE. | \$4,143.22 |
| 12107 | 16 | | AA&M TELECARD, LLC | 877 BERGEN AVE. | \$871.34 |
| 13402 | 6 | | ACS PROPERTIES, LLC | 860 BERGEN AVE. | \$1,089.18 |
| 12106 | 28 | | AGJ REALTY, L.L.C. | 6 CUBBERLY PL. | \$185.36 |
| 12106 | 27 | | AGJ REALTY, L.L.C. | 5 CUBBERLY PL. | \$185.88 |
| 12106 | 24 | | AGJ REALTY, L.L.C. | 2 CUBBERLY PL. | \$193.88 |
| 12106 | 25 | | AGJ REALTY, L.L.C. | 3 CUBBERLY PL. | \$193.88 |
| 12106 | 26 | | AGJ REALTY, L.L.C. | 4 CUBBERLY PL. | \$193.88 |
| 12106 | 23 | | AGJ REALTY, L.L.C. | 1 CUBBERLY PL. | \$204.51 |
| 12106 | 7 | | AGJ REALTY, L.L.C. | 903 BERGEN AVE. | \$536.31 |
| 12106 | 8 | | AGJ REALTY, L.L.C. | 897-901 BERGEN AVE. | \$3,272.75 |
| 9402 | 13 | | AL & AIDA CORP. | 2983 KENNEDY BLVD. | \$5,573.63 |
| 12103 | 8 | | ARIAS, BARBARA | 155A SIP AVE. | \$24.12 |
| 10601 | 46 | | B. BROTHERS RLTY. #3A, L.P. | 2863 KENNEDY BLVD. | \$1,618.51 |
| 10601 | 44 | | B. BROTHERS RLTY.#2A, L.P. | 2873 KENNEDY BLVD. | \$1,052.58 |
| 10601 | 45 | | B. BROTHERS RLTY.#1 LTD. | 2869 KENNEDY BLVD. | \$2,229.32 |
| 7805 | 28 | | BAKHEET, HASSAN & SABAH | 832 NEWARK AVE. | \$1,089.18 |
| 7805 | 29 | | BAKHEET, HASSAN & SABAH | 834-36 NEWARK AVE. | \$2,195.78 |
| 12106 | 9 | | BENJORAY, INC. | 895 BERGEN AVE. | \$4,101.83 |
| 13402 | 17-01 | | BERGEN ACADEMY ASSOC. ETALS, TIC | 880 BERGEN AVE. | \$14,986.47 |
| 12106 | 10 | | BERGEN FOOD CORPORATION | 885 BERGEN AVENUE | \$4,213.80 |
| 12107 | 19 | | BERGEN REALTY HOLDING CORP. | 871 BERGEN AVE. | \$7,257.00 |
| 12107 | 24 | | BERGEN REALTY HOLDING GROUP | 859 BERGEN AVE. | \$1,089.18 |
| 12106 | 5 | | BK AGENCY CORP. | 911 BERGEN AVE. | \$1,904.31 |
| 13401 | 4 | | BOFFA, EUGENE SR. & EUGENE JR. | 840 BERGEN AVE. | \$2,549.54 |
| 10701 | 6 | | BUDNY, KATHLEEN & HASLIP, STEPHEN J. | 129 NEWKIRK ST. | \$24.12 |
| 13402 | 4 | | CASTELLA, FRANK & RUBANO, CAROLINE | 854 BERGEN AVE. | \$718.86 |
| 9401 | 6 | | CHOSEN INVESTMENTS, L.L.C. | 825 NEWARK AVE. | \$1,211.16 |
| 9401 | 5 | | CHOSEN INVESTMENTS, LLC | 827 NEWARK AVE. | \$1,037.33 |
| 7805 | 26 | | CHOSEN INVESTMENTS, LLC | 828 NEWARK AVE. | \$1,089.18 |
| 13401 | 5 | C0201 | COTTO, GLORIA | 844 BERGEN AVE. | \$24.12 |
| 7806 | 23 | | CZEPIL, MICHAEL | 866 NEWARK AVENUE | \$1,307.01 |
| 10601 | 63 | | DAVID-ANDREW CORP. % JOYCE LESLIE | 2839 KENNEDY BLVD. | \$2,178.35 |
| 13402 | 1 | | DHA BERGEN ASSOCIATES, P.A. | 846 BERGEN AVE. | \$3,730.21 |
| 7905 | 25 | | DORLE PROPERTY CORP. | 624-626 PAVONIA AVE. | \$1,446.42 |
| 7806 | 18-01 | C0401 | DOSHI, HEETEN & RAO DOSHI, NIVA | 850 NEWARK AVE. | \$24.12 |
| 13302 | 22 | | DOVE AT 829, L.L.C. | 829 BERGEN AVE. | \$1,852.90 |
| 7905 | 24 | C0102 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0103 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-----|-------|---------------------------------------|---------------------|--------------|
| 7905 | 24 | C0104 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0105 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0106 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0107 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0201 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0202 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0203 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0204 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0205 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0206 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0207 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0208 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0301 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0302 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0303 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0304 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0305 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0306 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0307 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0308 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0401 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0402 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0403 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0404 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0405 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0406 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0407 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0408 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0501 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0502 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0503 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0504 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0505 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0506 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0507 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0508 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 7905 | 24 | C0101 | ECONOMIC PROPERTIES 2004, L.L.C. | 622 PAVONIA AVE. | \$24.12 |
| 10701 | 9 | | EGONIA, INC. | 123 NEWKIRK ST. | \$522.80 |
| 7902 | 1 | | ESS, ESS, INC./OM'S. ROTH, RLTY CO | 749 NEWARK AVE. | \$1,093.10 |
| 9401 | 2 | | EVEREST LLC. | 835 NEWARK AVE. | \$958.47 |
| 9403 | 15 | C0001 | GAIA JOURNAL SQUARE U.R.%GAIA R.E. | 2935 KENNEDY BLVD. | \$122,093.05 |
| 7903 | 1 | | GALATZ, JORDAN & MARVIN & TISHMAN, R. | 2958 KENNEDY BLVD. | \$6,752.89 |
| 9402 | 10 | | GALAXY SHOPPING PLAZA, L.L.C. | 769 NEWARK AVE. | \$1,095.74 |
| 7805 | 23 | | GALILEE REALTY, LLC | 822 NEWARK AVE. | \$1,089.18 |
| 9401 | 17 | | GANDHI SQ. PARKING PLAZA, INC | 797 NEWARK AVE. | \$210.54 |
| 9401 | 16 | | GANDHI SQ. PARKING PLAZA, INC. | 799-801 NEWARK AVE. | \$666.97 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|-------|------------------------------------|------------------------|-------------|
| 7806 | 18.01 | C0404 | GARG, DEVANSHI | 850 NEWARK AVE. | \$24.12 |
| 12107 | 27 | C0203 | GOLLOB, ROBERT | 851 BERGEN AVE. | \$24.12 |
| 9402 | 6 | | GREAT MID ATLANTIC RLTY CORP | 779 NEWARK AVE | \$1,089.18 |
| 10601 | 50 | | H. BROTHERS RLTY %10 SPOT/MADRAG | 2849 KENNEDY BLVD. | \$1,052.58 |
| 9402 | 1 | | HIN REALTY, INC | 789 NEWARK AVE. | \$2,564.35 |
| 7902 | 71 | | HANNA, MILAD | 2982 KENNEDY BLVD. | \$827.34 |
| 12107 | 11 | | HIGHVIEW PROPERTIES, L.L.C. | 301 ACADEMY ST | \$388.99 |
| 12107 | 15 | | HIGHVIEW PROPERTIES, L.L.C. | 879 BERGEN AVE. | \$1,402.42 |
| 12106 | 6 | | HU, YUN | 905 BERGEN AVE. | \$2,227.58 |
| 10601 | 43 | | ILC 2877 HOLDINGS LLC | 2881-2883 KENNEDY BLVD | \$5,765.22 |
| 10601 | 54 | | ILC2815, LLC | 2815 KENNEDY BLVD. | \$4,343.63 |
| 7805 | 16 | | ISELIN 1352 REALTY, L.L.C. | 808 NEWARK AVE. | \$1,089.18 |
| 9401 | 11 | | ISELIN 1352 REALTY, L.L.C. | 815 NEWARK AVE | \$1,185.02 |
| 7905 | 21 | | J J N CORPORATION | 33 VAN REIPEN AVE. | \$288.28 |
| 7905 | 23 | | J.J.N. CORPORATION, THE | 618 PAVONIA AVE. | \$294.69 |
| 7905 | 22 | | J.J.N. CORPORATION, THE | 616 PAVONIA AVE. | \$442.03 |
| 7905 | 20 | | J.J.N. CORP | 35 VAN REIPEN AVE | \$288.28 |
| 9402 | 3 | | JAMMAL, ELIAS & ELSA | 785 NEWARK AVE. | \$1,083.51 |
| 9402 | 5 | | JAY HIMALAYA TRAD/CO C/O M/PATEL | 781 NEWARK AVE | \$1,089.18 |
| 7806 | 2 | | JODDIA BAZAR, L.L.C. | 862-64 NEWARK AVE. | \$2,178.35 |
| 10602 | 1 | | JOURNAL SQ PARTNERS, LLC | 2814 KENNEDY BLVD | \$5,739.01 |
| 9403 | 14 | | JOURNAL SQ. PLAZA C/O PANEPINTO | 2965 KENEDY BLVD. | \$14,126.54 |
| 9501 | 4.01 | C0003 | JOURNAL SQUARE ASSOCIATES, LLC | 595 PAVONIA AVE. | \$2,534.31 |
| 9501 | 4.01 | C0002 | JOURNAL SQUARE ASSOCIATES, LLC | 136 MAGNOLIA AVE. | \$4,223.00 |
| 9501 | 4.01 | C0001 | JOURNAL SQUARE ASSOCIATES, LLC | 615 PAVONIA AVE | \$18,539.40 |
| 9404 | 41 | | JOURNAL SQUARE RAMP, LLC | 12 BRYAN PL. | \$555.96 |
| 9404 | 35 | | JOURNAL SQUARE RAMP, LLC | 132-140 VAN REIPEN AV | \$1,783.50 |
| 9404 | 34 | | JOURNAL SQUARE RAMP, LLC | 808 PAVONIA AVE. | \$3,244.33 |
| 10601 | 39 | | JOURNAL SQUARE RAMP, LLC | 270 MAGNOLIA AVE | \$3,265.65 |
| 10601 | 38 | | JOURNAL SQUARE RAMP. LLC | 813 PAVONIA AVE. | \$890.83 |
| 10601 | 42 | | JOURNAL SQUARE REALTY CORP | 50 JOURNAL SQ | \$3,665.78 |
| 9401 | 9 | | JULIET REALTY, LLC | 819 NEWARK AVE. | \$1,089.18 |
| 9402 | 7 | | K & K NEWARK, L.L.C. | 777 NEWARK AVE | \$1,306.30 |
| 10704 | 2 | | K.V.RLTY.CORP.C/O CROWN PARKING | 425-435 SUMMIT AVE. | \$768.75 |
| 10704 | 6 | | K.V.RLTY.CORP.C/O CROWN PARKING | 415-421 SUMMIT AVEN | \$1,281.25 |
| 7804 | 13 | | KAHN, GREGORY | 772 NEWARK AVE. | \$1,089.18 |
| 9401 | 3.02 | | KANA 16 LLC | 831 NEWARK AVE | \$2,178.35 |
| 7903 | 59 | | KATZ, ARTHUR TRUSTEE OF J.N. KATZ | 74 VAN REIPEN AVE. | \$836.49 |
| 10703 | 18 | | KENNEDY LOFTS, LLC | 100 NEWKIRK ST. | \$1,350.99 |
| 12102 | 1 | | KENNEDY TRIANGLE, LLC | 2800 KENNEDY BLVD. | \$4,252.14 |
| 9401 | 8 | | KO, ON PUI & MUN YEE | 821 NEWARK AVE | \$1,130.56 |
| 7805 | 27 | | KOCHANSKI, WALTER & IRENE % BAKHET | 830 NEWARK AVE. | \$1,089.18 |
| 12107 | 22 | | LANDIGO REALTY, INC | 865 BERGEN AVE | \$871.34 |
| 13401 | 5 | C0302 | LOFTUS, BRIAN & HALLORAN, ANDREA | 844 BERGEN AVE. | \$24.12 |
| 12103 | 9 | | MAGNAYE, DANILO & LOURDES | 155 SIP AVE. | \$48.25 |
| 7805 | 15 | | MAJITHIA, VINOD & USHA | 806 NEWARK AVE. | \$1,089.18 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|-------|--------------------------------------|----------------------|-------------|
| 9403 | 16.01 | | MARTIN GOLDMAN LLC % CH MARTIN | 2895 KENNEDY BLVD | \$5,228.04 |
| 10602 | 2 | | MASJID-AL-SALAM, INC. | 2822-2826 KENNEDY BL | \$2,178.35 |
| 9501 | 2 | | MC LAUGHLIN REALTY PROP. INC | 625 PAVONIA AVE | \$1,960.52 |
| 7904 | 10 | | MCGUIRE, HUGH A. JR. | 547 SUMMIT AVE | \$3,268.40 |
| 7806 | 14 | | MEENAV, LLC | 842 NEWARK AVE | \$24.12 |
| 7904 | 12 | | MICHAEL H. PHUNG LIVING TRUST, THE | 596 PAVONIA AVE. | \$1,089.18 |
| 7804 | 24 | | MIESUD, NAZARENO & CATHERINE | 796 NEWARK AVE | \$5,162.69 |
| 10701 | 8 | | MILAD, NABIL AMIN & ETEDAL NABIL | 125 NEWKIRK ST. | \$24.12 |
| 10701 | 7 | | MILAD, SHEREEN N. | 127 NEWKIRK ST. | \$48.25 |
| 12107 | 14 | | MILLER, ALICE J. | 293 ACADEMY ST. | \$784.21 |
| 7804 | 20 | | MODI, VARSHA J | 788 NEWARK AVE | \$1,089.18 |
| 7805 | 18 | | MODY HOLDINGS, L.L.C. | 812 NEWARK AVE. | \$1,089.18 |
| 7806 | 18.01 | C8101 | MYLLA LLC | 850 NEWARK AVE | \$1,208.55 |
| 9402 | 2 | | NAGY, INGRID | 787 NEWARK AVE. | \$1,089.18 |
| 7806 | 18.01 | C0302 | NAIK, CHAITALI V | 850 NEWARK AVE | \$24.12 |
| 9605 | 6.01 | | NETTER, AVNER % STIEBER&VELORIC, LLC | 512 SUMMIT AVE. | \$230.73 |
| 7805 | 19 | | NEWARK AVE 823, LLC | 814 NEWARK AVE | \$1,089.18 |
| 9402 | 9 | | NEWARK AVENUE 771-773 REALTY, LLC | 771 NEWARK AVE. | \$2,178.35 |
| 7805 | 17 | | NEWARK AVENUE 810 REALTY, LLC | 810 NEWARK AVE. | \$1,089.18 |
| 7806 | 18.01 | C0303 | NIVERIA GROUP, LLC. | 850 NEWARK AVE. | \$24.12 |
| 7804 | 16 | | O.H.M. REALTY INC. % S. DESAI | 778 NEWARK AVE | \$1,089.18 |
| 7804 | 15 | | O.H.M. REALTY INC. % S. DESAI | 776 NEWARK AVE. | \$1,102.68 |
| 13401 | 5 | C0101 | OLSEN, EMILY & RYAN | 844 BERGEN AVE | \$24.12 |
| 9501 | 23 | | ONE JOURNAL SQ. CONDOMINIUM ASSOC., | 10 JOURNAL SQ. | \$6,855.47 |
| 7806 | 18.01 | C0202 | ONYSKO, JEFFREY & LARSEN, CAMILIN | 850 NEWARK AVE | \$24.12 |
| 7904 | 14 | | PARKING MANAGEMENT LTD. | 608 PAVONIA AVE. | \$589.38 |
| 7804 | 17 | | PATEL CASH & CARRY, INC | 780.2 NEWARK AVE | \$2,178.35 |
| 9401 | 4 | | PATEL INDO-PAK GROC., INC. % PATEL | 829 NEWARK AVE. | \$1,098.76 |
| 7805 | 25 | | PATEL, ASHOK & ALKA | 826 NEWARK AVE | \$1,089.18 |
| 7806 | 18.01 | C0204 | PATEL, BHAVIN & CHARY, SOWMYA | 850 NEWARK AVE. | \$24.12 |
| 7805 | 21 | | PATEL, JAGDISH & LATA | 813 NEWARK AVE | \$1,089.18 |
| 7902 | 72 | | PATEL, MAHESH | 2984 KENNEDY BLVD. | \$827.34 |
| 7804 | 14 | | PATEL, PRABHU & GOVIND | 774 NEWARK AVE | \$48.25 |
| 9401 | 18 | | PATEL, RATILAL V & MADHUBEN R | 795 NEWARK AVE. | \$1,106.60 |
| 7804 | 25 | | PATEL, SHARMA & MODI, VARSHA | 10 LIBERTY AVE. | \$193.00 |
| 7806 | 17 | | PATH PROPERTY MANAGEMENT, LLC; | 848 NEWARK AVE. | \$144.75 |
| 9501 | 18 | | PATHSIDE, LLC % PANEPINTO PROP | 501 SUMMIT AVE | \$7,815.05 |
| 7904 | 13 | | PAVONIA REALTY HOLDINGS, LLC | 600 PAVONIA AVE. | \$19,005.03 |
| 12107 | 17 | | PEACE INTERNATIONAL TRADE, INC. | 375 BERGEN AVE. | \$843.89 |
| 12107 | 18 | | PEACE INTERNATIONAL TRADE, INC. | 873 BERGEN AVE. | \$881.36 |
| 7806 | 18.01 | C0301 | PERRETTA, THOMAS | 850 NEWARK AVE | \$24.12 |
| 9401 | 12 | | PETEL, RAJENDRA | 813 NEWARK AVE. | \$1,089.18 |
| 9403 | 15 | C0002 | PHMII UNIT 2, LLC | 2955 KENNEDY BLVD | \$6,475.15 |
| 7806 | 20.01 | | PUSHTEL CONSTRUCTION INC. | 854 NEWARK AVE. | \$891.75 |
| 13302 | 20 | | R.J.M REALTY, LLC % ROBERT PAYNE | 845 BERGEN AVE | \$6,637.87 |
| 9401 | 1 | | RADIA PROPERTIES LLC | 839 NEWARK AVE | \$1,960.52 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|-------|--|--------------------|-------------|
| 10603 | 14 | | RADIA PROPERTIES,LLC | 41 TONNELE AVE | \$1,143.63 |
| 10601 | 52 | | RANI MANAGEMENT C/O ELYSEE INVEST. | 2833 KENNEDY BLVD. | \$2,722.94 |
| 13401 | 5 | C0301 | ROMANTICO MARK & MARIE | 844 BERGEN AVE | \$24.12 |
| 7806 | 13 | | ROSHANI, LLC | 840 NEWARK AVE. | \$1,089.18 |
| 7804 | 19 | | ROSNI ASSOCIATES, LLC | 786 NEWARK AVE | \$1,089.18 |
| 9402 | 12 | | ROSNI REALTY ASSOC.C/O ROHIT SHAH | 765 NEWARK AVENUE | \$1,154.53 |
| 7805 | 20 | | SAGGAR, SATINDER & MINI | 816 NEWARK AVE | \$1,089.18 |
| 7806 | 18.01 | C0304 | SAINI,ANAND | 850 NEWARK AVE. | \$24.12 |
| 12104 | 2 | | SALMAN CAPITAL, LLC | 921 BERGEN AVE | \$48,896.65 |
| 9402 | 15 | | SASSOON PROP.INC.% ALPINE R.,LLC | 2973 KENNEDY BLVD. | \$1,129.26 |
| 7805 | 24 | | SB LUGGAGE, INC | 824 NEWARK AVE | \$1,089.18 |
| 12107 | 20 | | SCALIA, C,A,E,O, BONETTI, A& CAMPANILE | 869 BERGEN AVE. | \$871.34 |
| 12107 | 21 | | SCALIA, C,A,E,P, BONETTI, A& CAMPANILE | 867 BERGEN AVE | \$871.34 |
| 13401 | 5 | C0202 | SEE, YI-CHANG | 844 BERGEN AVE. | \$24.12 |
| 10603 | 16 | | SEVILLA GRANDE, LLC | 2801 KENNEDY BLVD | \$9,020.55 |
| 7806 | 18.01 | C0402 | SHAH, MAMTA & SHROFF, MIHIR | 850 NEWARK AVE. | \$24.12 |
| 7805 | 14 | | SHAH, ROHIT & JITA | 804 NEWARK AVE | \$5,445.88 |
| 12107 | 12 | | SHEDEED, AHMED | 299 ACADEMY ST. | \$1,503.06 |
| 9402 | 14 | | SHREE KHELLESHWARY REALTY, LLC | 2975 KENNEDY BLVD | \$4,473.02 |
| 7804 | 22 | | SINGH, RABINDRANAUTH & LILIYA | 792 NEWARK AVENUE | \$243.44 |
| 7804 | 23 | | SINGH, RABINDRANAUTH & LILIYA | 794 NEWARK AVENUE | \$243.44 |
| 7804 | 18 | | SINGH, RABINDRANAUTH & LILIYA | 784 NEWARK AVE. | \$1,089.18 |
| 9401 | 14 | | SINGH, RABINDRANAUTH & LILIYA | 807 NEWARK AVE | \$1,089.18 |
| 7804 | 21 | | SINGH, RABINDRANAUTH & LILIYA R | 790 NEWARK AVE. | \$1,089.18 |
| 9501 | 20 | | SIP 60 LLC & LUDLOW PROP II LLC | 60 SIP AVE | \$7,805.78 |
| 9501 | 19 | | SIP TRIANGLE, LLC %MARGULES PROP. | 48-58 SIP AVE. | \$5,147.88 |
| 13401 | 5 | G8001 | SOLIMAN, EMAD | 844 BERGEN AVE | \$1,322.69 |
| 12107 | 13 | | SOON CHUN CORP. | 295 ACADEMY ST. | \$784.21 |
| 9501 | 17 | | SPIRIT, LLC | 507 SUMMIT AVE | \$2,212.62 |
| 12107 | 27 | C8001 | SSB GOLER, LLC | 851 BERGEN AVE. | \$2,526.89 |
| 12107 | 27 | C0202 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE | \$24.12 |
| 12107 | 27 | C0204 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0205 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0301 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0303 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE | \$24.12 |
| 12107 | 27 | C0304 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0305 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0401 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0402 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0403 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0404 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 12107 | 27 | C0405 | SSB GOLER, LLC %ALEXANDER GRP NJ, LLC | 851 BERGEN AVE. | \$24.12 |
| 10602 | 5 | | STEDCO RLTY CORP. % PARIGI GROUP | 2840 KENNEDY BLVD | \$1,899.52 |
| 9401 | 13 | | TEXTILES, INDIRA - INDIRA INTL | 809 NEWARK AVE. | \$2,083.81 |
| 9605 | 5 | | THE CLUB | 510 SUMMIT AVE | \$2,237.60 |
| 12103 | 6 | | THE HAMPSHIRE HOUSE, L.L.C. | 22 TONNELE AVE. | \$1,206.24 |

| Block | Lot | Qual | Owner | Property Location | Total Bill |
|-------|-------|-------|-------------------------------------|---------------------|--------------|
| 7902 | 73 | | TUNG, RAE F. | 2986 KENNEDY BLVD | \$829.95 |
| 13402 | 2 | | TWIN PROPERTIES, LLC%DYNASTY REALTY | 848 BERGEN AVE. | \$711.88 |
| 13402 | 3 | | TWIN REALTY ASSOCIATES, L.L.C. | 850 BERGEN AVE. | \$2,756.05 |
| 7805 | 13 | | VAID, MADHUKANT M. & HASUMATI M. | 133 VAN WINKLE AVE. | \$4,356.70 |
| 10701 | 4 | | VASHINO PROPERTIES, LLC%RAJIV SOIN | 900 BERGEN AVE. | \$2,178.35 |
| 9401 | 7 | | VRAJ REALTY, LLC | 823 NEWARK AVE. | \$1,047.79 |
| 12103 | 7 | | WANCO, MICHAEL ET UX | 157 SIP AVE. | \$1,089.18 |
| 12107 | 27 | C0302 | WANG, JINSONG & FANG, KUN | 851 BERGEN AVE. | \$24.12 |
| 7804 | 12 | | WHITE CASTLE SYSTEM INC | 2995 KENNEDY BLVD | \$9,662.29 |
| 7806 | 18.01 | C0203 | XIAO, XIANG A & CHEN MIN | 850 NEWARK AVE. | \$24.12 |
| 7806 | 18.01 | C0201 | YACOUB, JOSEPH M. | 850 NEWARK AVE. | \$24.12 |
| | | | | | \$773,067.61 |

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Journal Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **WEDNESDAY, June 27, 2018 at 6:00 P.M.** at City Hall in the Anna & Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

**RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JOURNAL SQUARE
SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY**

Initiator

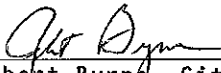
| | | |
|----------------------------|---------------------------------|------------------------|
| Department/Division | Office of the City Clerk | |
| Name/Title | Robert Byrne | City Clerk |
| Phone/email | 201.547.5149 | RByrne@jcnj.org |

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

Resolution Purpose

**_TO APPROVE THE ASSESSMENT ROLL FOR JOURNAL SQUARE SPECIAL IMPROVEMENT
DISTRICT. 2018-2019**

I certify that all the facts presented herein are accurate.



Robert Byrne, City Clerk

JUN 21 2018

Date

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

City Clerk File No. Res. 18-585
 Agenda No. 10.1
 Approved: JUN 27 2018
 TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, POPLAR STREET FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, JUNE 30, 2018 AND SUNDAY JULY 1, 2018 FOR THE PURPOSE OF THE LILY OF THE VALLEY CHURCH SERVICE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Church of the Lily of the Valley to close Poplar Street from Summit Avenue to Central Avenue beginning 11:00 a.m. and ending 9:00 p.m. on Saturday, June 30, 2018 and Sunday, July 1, 2018 for the purpose of the Lily of the Valley Church Service; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Poplar Street does not meet the requirements set forth in Section 296-71(B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed and within one hundred (100) feet of all properties fronting on the block to be closed consent to the closing; (C) the event is sponsored solely by the owner, residents or tenants and is not for commercial or advertising purposes or profit and (D) the application for a permit is filed by a bona fide resident of the street to be closed. Such a bona fide resident may file individually or through any civil or cultural organization of which the resident is a member in the later case, the resident must be listed on the application as per Sec. 296-72(B)(1); and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Poplar Street from Summit Avenue to Central Avenue beginning 11:00 a.m. and ending 9:00 p.m. on Saturday, June 30, 2018 and Sunday, July 1, 2018.

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature]
 Municipal Engineer

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

AV: pcl
 (06.26.18)
 2nd Original

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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.

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, POPLAR STREET FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, JUNE 30, 2018 AND SUNDAY, JULY 1, 2018 FOR THE PURPOSE OF THE LILY OF THE VALLEY CHURCH SERVICE

Initiator

| | | |
|---------------------|--|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Nilda Ortiz on behalf of the Church of the Lily of the Valley 1146 Summit Avenue Jersey City New Jersey 201.208.3712 | 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 POPLAR STREET FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, JUNE 30, 2018 AND SUNDAY, JULY 1, 2018 FOR THE PURPOSE OF THE LILY OF THE VALLEY CHURCH SERVICE

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

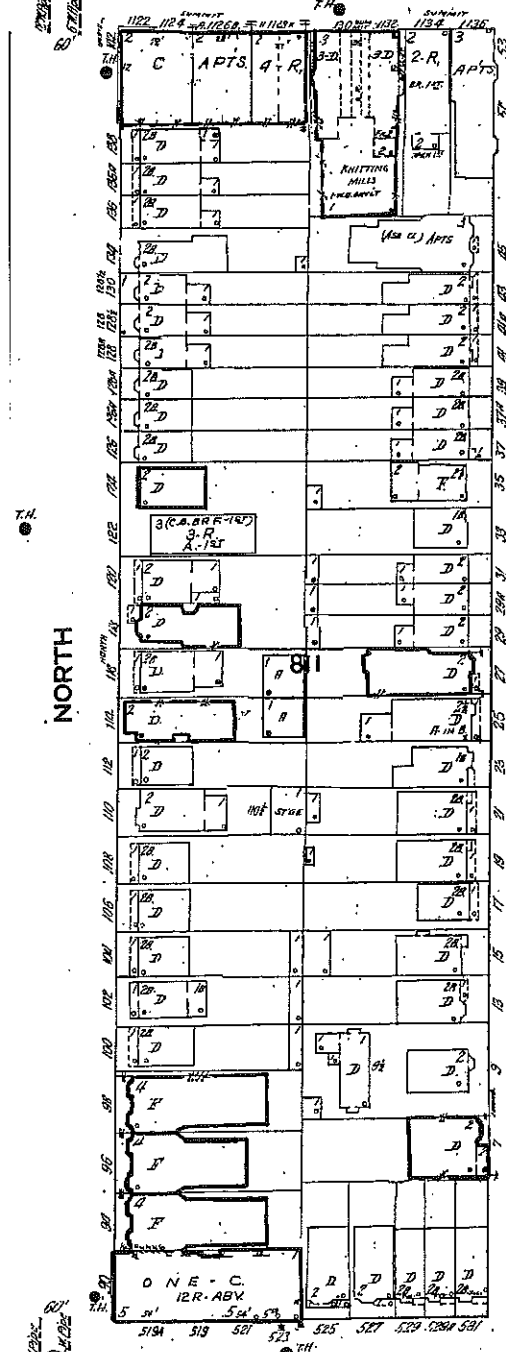
6/26/18
Date

Department Director

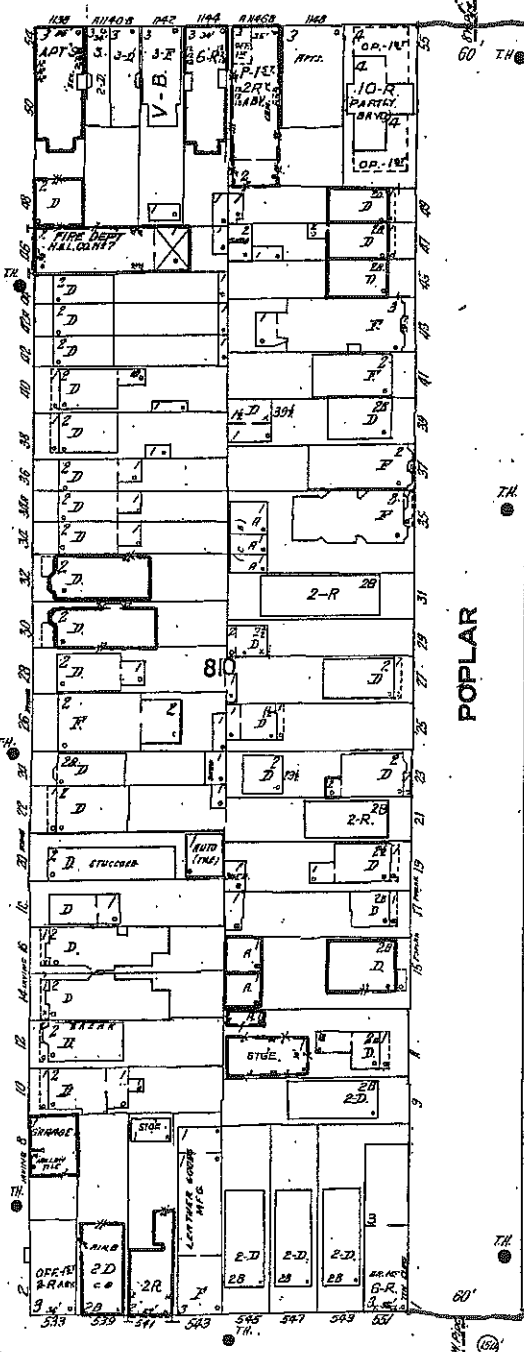
Date

28

SUMMIT AV.



IRVING



POPLAR

39

CENTRAL AV.

NORTH ST.

49

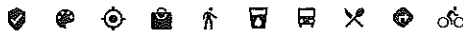




Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: LILY OF THE VALLEY CHURCH SERVICE JULY 2018 **EVENT DATE:** JULY 1 2018

EVENT LOCATION: POPLAR STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: *Cultural Affairs Event Planner*
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: *H. C. Felix*
 NOT Approved Coordinate Off-Duty Personnel Comments: Directed patrol *WATERING* Date: 5/31/2018

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved Coordinate On-Duty Personnel Signature of Police Chief: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/1/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Miller*
 NOT Approved Additional Permits/Inspector Required Comments: _____ Date: 6/3/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/4/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Baker*
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/5/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-586

Agenda No. 10-J

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE FROM GILES AVENUE TO THE DEAD END TO THE EAST AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:30 P.M. AND ENDING 1:00 A.M. THURSDAY, JULY 12 THROUGH MONDAY JULY 17, 2018 FOR THE PURPOSE OF THE OUR LADY OF MT. CARMEL FESTIVAL 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Our Lady of Mt. Carmel to close Broadway from West Side Avenue to Wales Avenue; Fayette Place from Giles Avenue to the dead end to the east and Giles Avenue from Marion Place to Fayette Place beginning 6:30 p.m. and ending 1:00 a.m. Thursday, July 12 through Monday, July 17, 2018 for the purpose of the Our Lady of Mt. Carmel Festival 2018; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and Section 122-2 be waived; and

WHEREAS, the request to close Broadway, Fayette Place and Giles Avenue does not meet the requirements set forth in Section 296-71 The street closing exceeds one City block and Sections 296-72(2) and 122-2(C)(1) as the event will end later than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71; 296-72 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue; Fayette Place from Giles Avenue to the dead end to the east and Giles Avenue from Marion Place to Fayette Place beginning 6:30 p.m. and ending 1:00 a.m. Thursday, July 12 through Monday, July 17, 2018

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV: pcl
(06.05.18)

Certification Required
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6 27 18</u> | | | | | | | | | | | |
|--|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE FROM GILES AVENUE TO THE DEAD END TO THE EAST AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:30 P.M. AND ENDING 1:00 A.M. THURSDAY, JULY 12 THROUGH MONDAY JULY 17, 2018 FOR THE PURPOSE OF THE OUR LADY OF MT. CARMEL FESTIVAL 2018

Initiator

| | | |
|---------------------|--|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Rev. Pedro Repollet on behalf of Our Lady of Mt. Carmel Church 99 Broadway Jersey City New Jersey 201.435.7080 | 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 BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE FROM GILES AVENUE TO THE DEAD END TO THE EAST AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:30 P.M. AND ENDING 1:00 A.M. THURSDAY, JULY 12 THROUGH MONDAY JULY 17, 2018

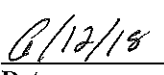
FOR THE PURPOSE OF THE OUR LADY OF MT. CARMEL FESTIVAL 2018

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



Date



Department Director



Date

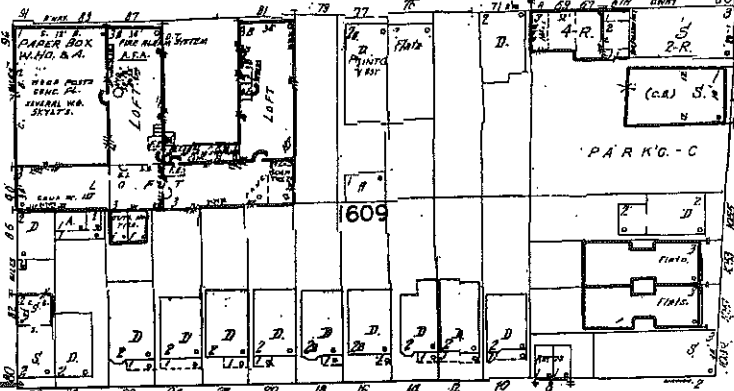
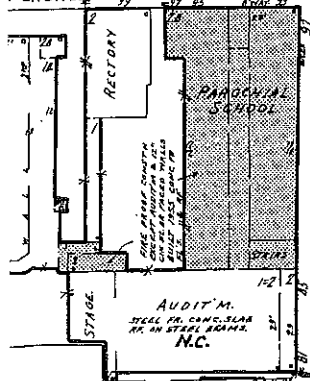
24

26

LOFTS 81-81 BROADWAY
1-NIGHT WATCHMAN CONTROL STA.
SERVING FIRE ALARMS & DIST. ALARMS.
PART 2-POWER: STEAM HEAT: COAL.

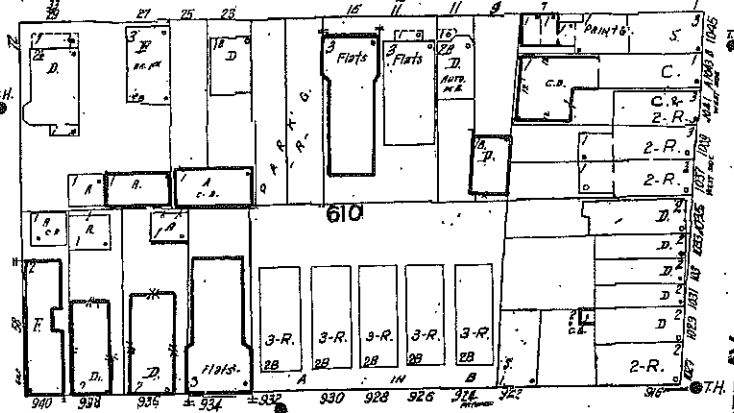
BROADWAY

LADY OF MOUNT CARMEL
CHURCH & SCHOOL



22

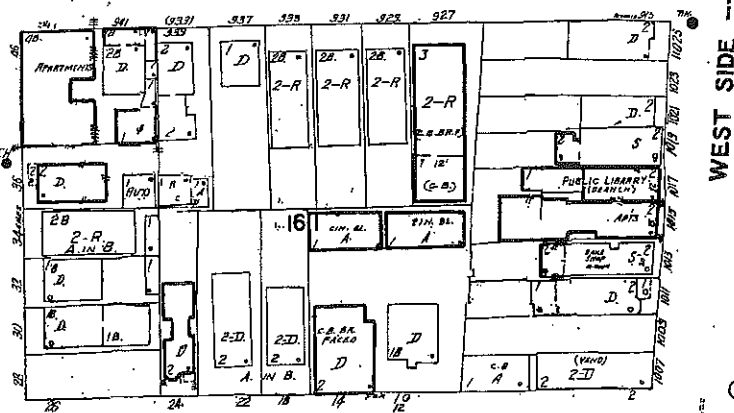
MARION PL.



AV.

AV.

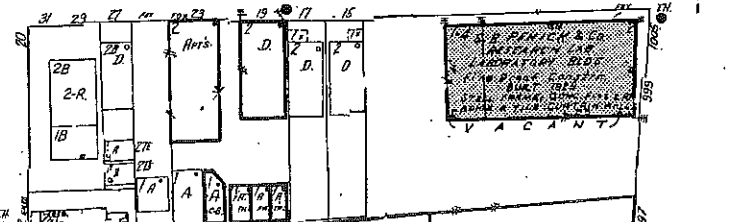
PAVONIA AV.



GILES

WEST SIDE

FOX PL.



19



V o l u m e T h r e e

JAMES AV.

NEWARK AV.

25

WALES AV.

GILES AV.

BROADWAY

FAYETTE AV.

1608

24

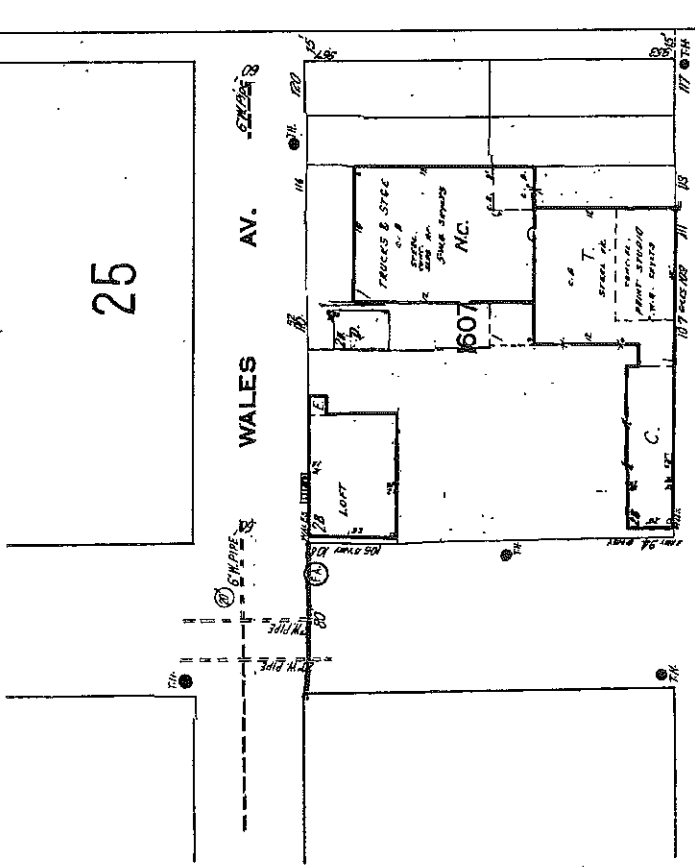
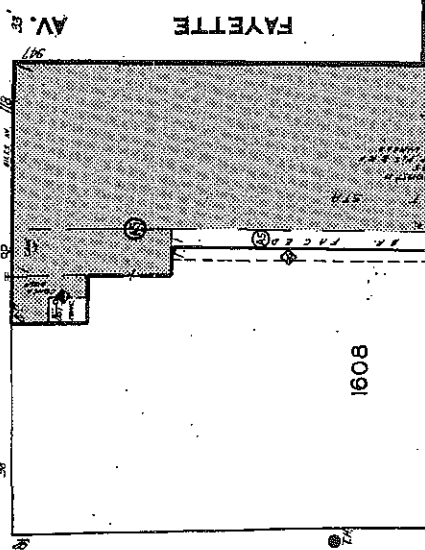
TRACES & STEEL

1607

INC.

LOFT

C.





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcn.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION


Signature Page



Christine Goodman
Director

EVENT NAME: OUR LADY OF MT CARMEL FESTIVAL 2018 **EVENT DATE:** 7/12-7/16 2018

EVENT LOCATION: 99 BROADWAY

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: *Cultural Affairs Event Planner*
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: *Captain Voutsas*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 5/25/2018
74CAB19CC657ABC...

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved Coordinate On-Duty Personnel Signature of Police Chief: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 5/29/2018
6108899C2C9477...

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Miller*
 NOT Approved Additional Permits / Inspector Required Comments: permits/inspector tags for fire 5/30/2018 works a
Date: 5/30/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 5/31/2018
53631BBE8A7640E...

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Zucker*
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/1/2018
AF1B7F1CEA13434...

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold Vendor List Required Signature of Health Officer: *Dr. Bastola*
 Food will be Sold Health Inspector Required Comments: _____ Date: 6/1/2018
4EC219C0456C455...

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: *Patrick Stamato*
 NOT Approved Additional fee will apply Comments: _____ Date: 6/1/2018
65EAADA113EE404...

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-587

Agenda No. 10.K

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BRUNSWICK FROM SEVENTH STREET TO FIFTH STREET AND SIXTH STREET FROM BRUNSWICK STREET TO DIVISION STREET BEGINNING NOON AND ENDING MIDNIGHT TUESDAY, AUGUST 14 THROUGH MONDAY, AUGUST 20, 2018 AND CLOSING SIXTH STREET FROM MONMOUTH STREET TO BRUNSWICK STREET FROM 9:00 A.M. MONDAY, AUGUST 13 THROUGH 5:00 P.M. MONDAY, AUGUST 20, 2018 AT THE REQUEST OF LA FESTA ITALIANA FOR THE PURPOSE OF THE LA FESTA ITALIANA

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from La Festa Italiana to close Brunswick Street from Seventh Street to Fifth Street and Sixth Street from Brunswick Street to Division Street beginning Noon and ending Midnight Tuesday, August 14 through Monday, August 20, 2018 and closing Sixth Street from Monmouth Street to Brunswick Street from 9:00 a.m. Monday, August 13 through 5:00 p.m. Monday, August 20, 2018 for the purpose of the La Festa Italiana; and

WHEREAS, in accordance with the provisions of Chapter Sections 296-71 and 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

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 and Section 296-74 be waived; and

WHEREAS, the request to close both Brunswick Street and Sixth Street does not meet one or more of the requirements set forth in Section 296-71 as more than one street at a time will be closed and 296-74(C) as the street closing will be for more than 24 continuous hours; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71 and 296-74 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Brunswick Street from Seventh Street to Fifth Street and Sixth Street from Brunswick Street to Division Street beginning Noon and ending Midnight Tuesday, August 14 through Monday, August 20, 2018 and closing Sixth Street from Monmouth Street to Brunswick Street from 9:00 a.m. Monday, August 13 through 5:00 p.m. Monday, August 20, 2018

APPROVED: [Signature]
Andrew Vischio, P.E., Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV:pcl
(06.07.18)

Certification Required
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 | | | | | | | | | | | |
|--|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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]
Rolanfo 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

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BRUNSWICK FROM SEVENTH STREET TO FIFTH STREET AND SIXTH STREET FROM BRUNSWICK STREET TO DIVISION STREET BEGINNING NOON AND ENDING MIDNIGHT TUESDAY, AUGUST 14 THROUGH MONDAY, AUGUST 20, 2018 AND CLOSING SIXTH STREET FROM MONMOUTH STREET TO BRUNSWICK STREET FROM 9:00 A.M. MONDAY, AUGUST 13 THROUGH 5:00 P.M. MONDAY, AUGUST 20, 2018 AT THE REQUEST OF LA FESTA ITALIANA FOR THE PURPOSE OF THE LA FESTA ITALIANA

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Nicholas Grillo on behalf of La Festa Italiano 344 Sixth Street JCNJ 201.208.3712 | Director of Traffic & Transportation |
| Phone/email | 201.547.4419 | AVischio@jenj.org |

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

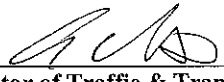
Resolution Purpose

AUTHORIZING THE CLOSING OF BRUNSWICK FROM SEVENTH STREET TO FIFTH STREET AND SIXTH STREET FROM BRUNSWICK STREET TO DIVISION STREET BEGINNING NOON AND ENDING MIDNIGHT TUESDAY, AUGUST 14 THROUGH MONDAY, AUGUST 20, 2018 AND CLOSING SIXTH STREET FROM MONMOUTH STREET TO BRUNSWICK STREET FROM 9:00 A.M. MONDAY, AUGUST 13 THROUGH 5:00 P.M. MONDAY, AUGUST 20, 2018


FOR THE PURPOSE OF THE LA FESTA ITALIANA

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

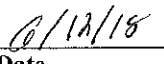
I certify that all the facts presented herein are accurate.



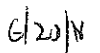
Director of Traffic & Transportation



Department Director



Date



Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Brunswick St, Seventh St to Fifth St
Sixth St, Brunswick St to Division St

BEGINS/ENDS: Noon-Midnight Tuesday, August 14 through Monday, August 20, 2018

BLOCK: Sixth St, Monmouth St to Brunswick St

BEGINS/ENDS: 9AM Monday, August 13 through 5PM Monday, August 20, 2018

TITLE OF EVENT: La Festa Italiana

APPLICANT: Nicholas Grillo

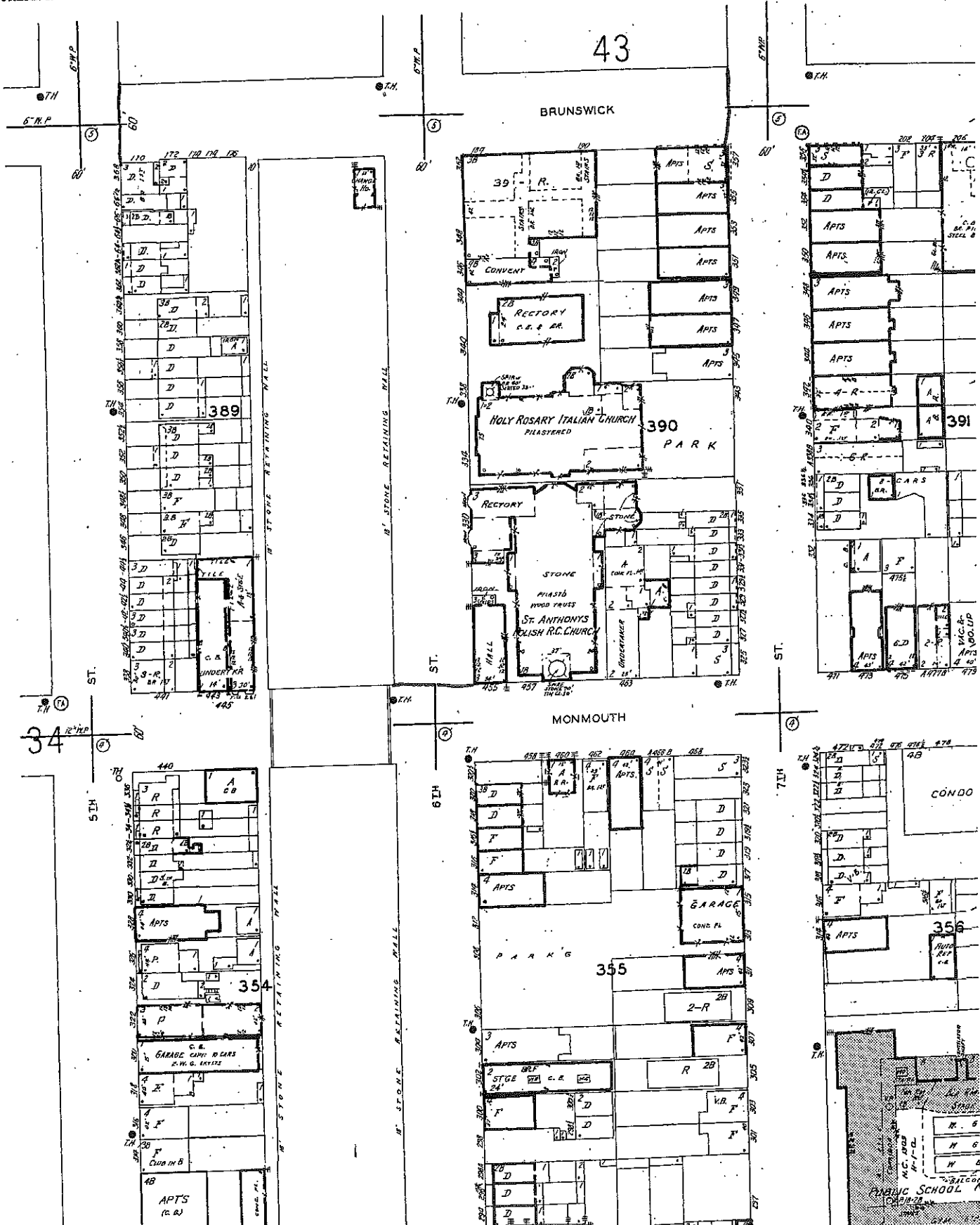
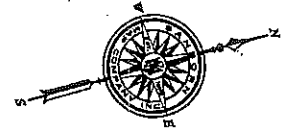
ORGANIZATION: La Festa Italiana

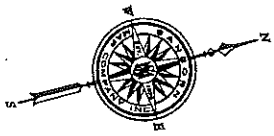
ADDRESS: 344 Sixth St, Jersey City NJ 07302

PHONE #: 201-208-3712

BEING WAIVED: Closed more than 24 continuous hours, more than 1 block closed @ a time

BLKS. 355; 356, 390 & 391
URBAN RENEWAL SITE.





ST. 8

446

AL.

SCRAP IRON

42

NEW JERSEY TURNPIKE -
NEWARK BAY & HUDSON COUNTY EXTN.
STEEL & CONC. VIADUCT

S. SIXTH

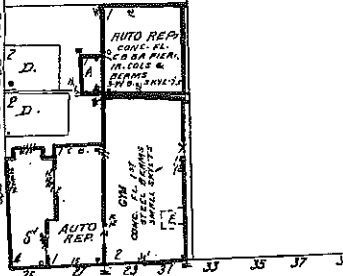
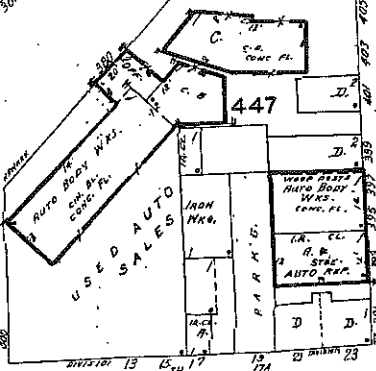
446

ST. 6

ST. 60'

PLAYGROUND UNDER

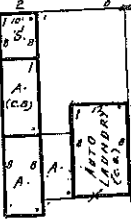
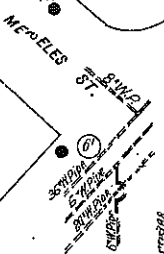
448



DIVISION

ST. --

NEWARK



ST. 60'

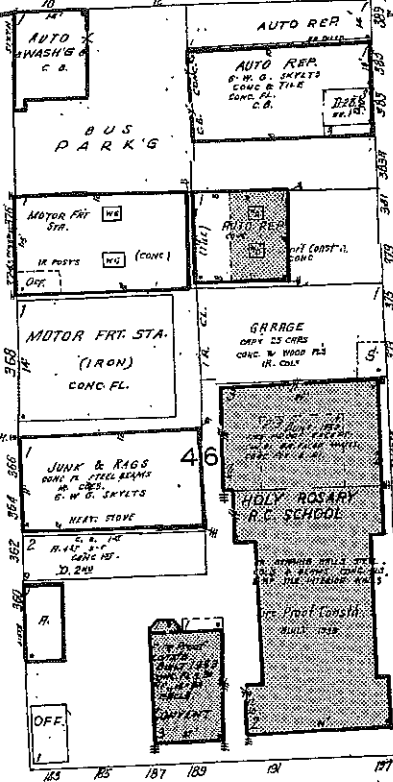
415



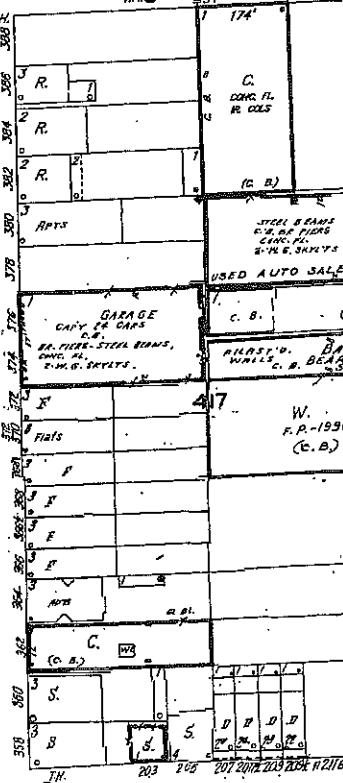
33

FIFTH

SIXTH

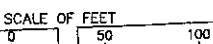


SEVENTH



ST.

BRUNSWICK



© 1906, MARCH 2005, SANBORN

35

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

City Clerk File No. Res. 18-588

Agenda No. 10.L

Approved: JUN 27 2018

TITLE:



A RESOLUTION HONORING MARINA CASTILLO-SPENCER FOR HER DEDICATION TO THE COMMUNITY

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

WHEREAS, Marina Castillo-Spencer is a graduate of Saint Dominic Academy in Jersey City, New Jersey, a member of the class of 1986; and

WHEREAS, Marina Castillo-Spencer started her career with the United States Postal Service in July of 1999 at the Post Office located at 69 Montgomery Street in Downtown Jersey City; and,

WHEREAS, later, Marina Castillo-Spencer was relocated to work at the Post Office in Journal Square, located at 899 Bergen Avenue, where she worked diligently for eighteen years; and

WHEREAS, Marina Castillo-Spencer is a proud and dedicated mother of her five children, Melissa, Jasmine, Giovanni, Gloria Castillo and Jasfina Tapia; and

WHEREAS, Marina Castillo-Spencer is dedicated to her job as postal worker, earning special recognition from her supervisors and the Jersey City Postmaster, and is unrelentingly determined to serve her community;

NOW THEREFORE BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize and honor **Marina Castillo-Spencer** for her dedication to the community, her long and admirable career in public service, and her strong work ethic.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Corporation Counsel

[Signature]
Business Administrator

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-589
 Agenda No. 10.M
 Approved: JUN 27 2018



TITLE:

A RESOLUTION CELEBRATING CHRISTINE WELLS RIVERS ON THE OCCASION OF HER 100TH BIRTHDAY

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

WHEREAS, Christine Wells Rivers was born to Ella Brown and Roscoe Wells on June 15, 1918 in Grand Island, Florida, as one of eight children; and,

WHEREAS, Christine Wells Rivers attended Cartwright Eutis School in Eutis, Florida, and moved to Jersey City, New Jersey in the 1940s, where she has lived on Wilkinson Avenue for over 60 years; and,

WHEREAS, Christine Wells Rivers was married for 52 years to the late Solomon Rivers Sr., a veteran of the Second World War, and together they had four children: Edith, Solomon Jr., James, and Charles, all three of their sons having served in the Vietnam War; and,

WHEREAS, Christine Wells Rivers had a prolific career working for Western Electric, which was her employer for over 37 years up until her retirement; and,

WHEREAS, Christine Wells Rivers has been a member of Calvary CME Church on Oak Street since she first moved to Jersey City in the 1940's, and has served as a member and president of the Usher Board. She is also a member of the Eastern Star; and,

WHEREAS, Christine Wells Rivers has outlived all of her siblings: Jimmy, Robert, Roscoe, Maggie, Hilda, Inez, and Rosalee, and her children Solomon and James, but enjoys the privilege of having seven grandchildren, 14 great-grandchildren, and a host of nieces, nephews, and great-nieces and nephews; and

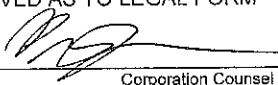
WHEREAS, Christine Wells Rivers is known for her loving, kind demeanor, and is always willing to impart her deep wisdom and sincere encouragement to all those she is lucky enough to meet;

NOW THEREFORE BE IT RESOLVED that the Members of the Jersey City Municipal Council join with her family, friends, and caregivers to celebrate and honor **Christine Wells Rivers** as she celebrates achieving the momentous age of 100 years.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
 Business Administrator

 _____
 Corporation Counsel

Certification Required

Not Required

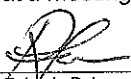
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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. 18-590

Agenda No. 10.N

Approved: JUN 27 2018

TITLE:



**A RESOLUTION CONGRATULATING CAROL MORI
UPON THE OCCASION OF HER INSTALLATION AS
PRESIDENT OF THE ROTARY CLUB OF JERSEY CITY**

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

WHEREAS, the Rotary Club of Jersey City has been officially recognized by Rotary Club International since August 1916, and had remained dedicated to serving Jersey City's youth, seniors, and underprivileged populations for over a century; and,

WHEREAS, Carol Mori has been serving the Jersey City and Hudson County communities since 2002 as Executive Director of Garden State Episcopal Community Development Corporation (GSECDC), and the PERC Shelter in Union City, which became a subsidiary of GSECDC in 2013; and,

WHEREAS, under the leadership of Carol Mori, both GSECDC and the PERC Shelter have grown tremendously, and have adapted their programs and services to the needs of the community, serving more than 4,000 low-income residents annually; and,

WHEREAS, Carol Mori's entire professional career has been devoted to serving those in need in the community, and she has been working in the non-profit sector for over 30 years; and,

WHEREAS, all of the organizations Carol Mori has worked for or served as a Board member, have missions to serve residents who have been marginalized in their communities; and,

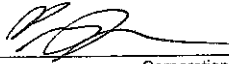
WHEREAS, Carol Mori's commitment to helping those in need extends beyond her professional career, as she is now being sworn in as President of the Jersey City Rotary Club, which not only supports those in need in Jersey City, but also internationally;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that Carol Mori is hereby recognized and congratulated for being inaugurated as President of the Rotary Club of Jersey City for the 2018-2019 term of office.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

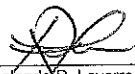
APPROVED 8-0

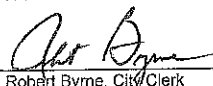
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | | ABSENT | | 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. 18-591

Agenda No. 10.0

Approved: JUN 27 2018

TITLE:



A RESOLUTION HONORING BILL LAROSA FOR LIFETIME ACHIEVEMENT IN ARTS AND CULTURE

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

WHEREAS, the Jersey City Theater Center (“JCTC”) is a nonprofit organization founded in 2006 and is known for producing and presenting thought-provoking, engaging work from multiple genres and disciplines as well as talk-backs and discussions between artists and audiences, creating a dialogue that explores issues often global in scope but still relevant to the community; and,

WHEREAS, the JCTC board of directors has created a Lifetime Achievement in Arts and Culture Award, to be presented at JCTC’s 12th Anniversary Celebration, to acknowledge individuals instrumental in helping the arts flourish so they can have a positive social and economic impact on communities; and,

WHEREAS, the first ever recipient of this honor is **Bill LaRosa**, the Director of the Hudson County Office of Cultural & Heritage Affairs from 1990 to 2017, where he always came from a place of love for the arts and respect for artists, and truly made a difference for the arts in Hudson County and New Jersey; and,

WHEREAS, Bill LaRosa was crucial in finding funding for the arts, especially with his facilitation of Local Arts Program (LAP) Grants, created to provide crucial financial support for the arts so people in all corners of the state can have access to quality arts experiences in their communities; and,

WHEREAS, a graduate of New Jersey City University, Bill LaRosa also served as Vice President of the Association of New Jersey County Cultural & Historic Agencies, was a member of the New Jersey Center for Hospitality and Tourism Advisory Council and in 2000 was acknowledged by a Joint Legislative Resolution from the New Jersey State Legislature for his “meritorious record of service, leadership, and commitment on behalf of the New Jersey tourism industry;”

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that **Bill LaRosa** is hereby recognized and honored for being named the first ever recipient of the JCTC Lifetime Achievement in Arts and Culture Award on the occasion of the organization’s 12th Anniversary Celebration at White Eagle Hall in Downtown Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6 27 18</u> | | | | | | | | | | | |
|--|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-592
 Agenda No. 10.P
 Approved: JUN 27 2018



TITLE:

**A RESOLUTION RECOGNIZING TYLER BALLON
 UPON THE COMPLETION OF HIS UNDERGRADUATE
 DEGREE AT MARYLAND INSTITUTE COLLEGE OF ART**

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

WHEREAS, Tyler Ballon was born in 1996, is a resident of Jersey City, New Jersey and a permanent resident of the Eileen S. Kaminsky Family Foundation (ESKFF); and,

WHEREAS, Tyler Ballon began his relationship with the ESKFF as a student in their summer residency program at Sol Studio, later becoming a mentor to other Sol students; and,

WHEREAS, through his time at ESKFF, **Tyler Ballon** was able to develop a unique artistic viewpoint, with a focus on creating paintings addressing issues in the society around him, often placing the subjects of his artwork in the context of biblical scripture; and,

WHEREAS, Tyler Ballon's work is deeply rooted in his faith in God, and one of his objectives is to make successful people aware of the problems that people in urban areas face every day; and,

WHEREAS, while **Tyler Ballon** was a diligent, prolific art student, he had no plans to attend college due to financial hardship. Fearing that this young artist's talents might go to waste, Eileen S. Kaminsky started the ESKFF Grant program, and **Tyler Ballon** was the first grant recipient; and,

WHEREAS, in May 2018, thanks to four years of funding through the ESKFF Grant, **Tyler Ballon** completed his undergraduate education at Maryland Institute College of Art; and,

WHEREAS, Tyler Ballon plans to one day take this message across the globe, being a voice for those who aren't heard;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that **Tyler Ballon** is hereby recognized and honored for his work with the ESKFF, the completion of his college degree, and wishes him continued success in his career as an artist.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-593

Agenda No. 10.0

Approved: JUN 27 2018



TITLE: **RECOGNIZING AND THANKING JEROME ANTHONY CALA FOR 47 YEARS OF DEDICATED SERVICE TO THE CITY OF JERSEY CITY**

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

WHEREAS, Jerome "Jerry" Anthony Cala was born on October 14, 1948; and,

WHEREAS, on November 1, 1971, Jerry Cala began his nearly half-century with the City of Jersey City when was sworn in as a fire fighter for the Jersey City Fire Department by Mayor Charles Krieger; and,

WHEREAS, in March of 1988, Jerry Cala was appointed to training school, and became an Arson Investigator in November of 1990; and,

WHEREAS, in July of 1989, Jerry Cala was appointed Assistant Fire Director by JCFD Director John McLaughlin, under the administration of Mayor Gerald McCann; and,

WHEREAS, Jerry Cala was appointed to the position of Office of Emergency Management Coordinator in December 1994 under Mayor Bret Schundler; and,

WHEREAS, Jerry Cala retired as a uniformed member of the Fire Department in February 2000; and,

WHEREAS, Jerry Cala was serving in the title of OEM Coordinator on September 11, 2001 under Mayor Glenn Cunningham, and coordinated Jersey City's response efforts in the following days and weeks; and,

WHEREAS, in 2002, Jerry Cala was appointed Fire Director by Mayor Glenn Cunningham, then Deputy Director by Mayor Jeremiah Healy from 2004 through 2013; and,

WHEREAS, in the Steven Fulop administration, Jerry Cala served as Assistant Director of Public Safety until July 1, 2018, when his retirement became effective; and,

WHEREAS, Jerry Cala has faithfully served the City of Jersey City under the leadership of twelve mayors, and has received countless commendations and awards over the course of his long career in public service; and,

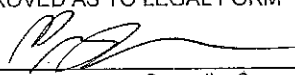
WHEREAS, upon his retirement, Jerry Cala will be able to spend more time with his wife of over 40 years, Phyllis Cala, their son and daughter-in-law Jerome and Stephanie, and their grandchildren Natalie and Anthony;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that **Jerome Anthony Cala** is hereby recognized and thanked for his 47 years of dedicated service to the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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. 18-594
 Agenda No. 10-R
 Approved: JUN 27 2018
 TITLE:



RESOLUTION AUTHORIZING A FIRST AMENDMENT TO A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PERMIT THE JERSEY CITY PUBLIC SCHOOLS TO FUEL ITS MOTOR VEHICLES AT THE DEPARTMENT OF PUBLIC WORKS FACILITY

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services to each other; and

WHEREAS, Resolution 17-608, approved on July 19, 2017, authorized a Shared Services Agreement between the City of Jersey City (City) and the Jersey City Public Schools (School District) that permits the School District to fuel its motor vehicles at the City's Public Works facility located at 13-15 Linden Avenue East and reimburse the City for the cost of the fuel; and

WHEREAS, the term of the Shared Services Agreement is three years effective as of October 9, 2017; and

WHEREAS, the City's Department of Recreation provides a summer program known as Project Glad-Special Needs Summer Program (Program); and

WHEREAS, the School District provides the City with five buses and drivers for the Program at no cost to the City; and

WHEREAS, the parties desire to amend the Shared Services Agreement to indicate that the School District is not required to reimburse the City for the fuel costs of the five buses that are used for the Department of Recreation's Program.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute the First Amendment to the Shared Services Agreement, which is attached hereto, with the School District to indicate that the School District is not required to reimburse the City for the fuel costs of the five buses that the School District provides to the City in connection with the Project Glad-Special Needs Summer Program.

RR
6-18-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

 _____
Corporation Counsel

Certification Required

Not Required

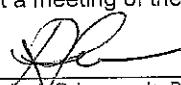
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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 A FIRST AMENDMENT TO A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PERMIT THE JERSEY CITY PUBLIC SCHOOLS TO FUEL ITS MOTOR VEHICLES AT THE DEPARTMENT OF PUBLIC WORKS FACILITY

Project Manager

| | | |
|---------------------|--------------|------------------------|
| Department/Division | Public Works | |
| Name/Title | Steve Miller | Confidential Assistant |
| Phone/email | 547-4904 | Stevem@jcnj.org |

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

Contract Purpose

Resolution 17-608, approved on July 19, 2017, authorized a three year Shared Services Agreement between the City and the Jersey City Public Schools (School District) that permits the School District to fuel its motor vehicles at the City's Public Works facility located at 13-15 Linden Avenue East and reimburse the City for the cost of the fuel. The City's Department of Recreation provides a summer program known as Project Glad-Special Needs Summer Program. The School District provides the City with five buses and drivers for the Program at no cost to the City. The parties desire to amend the Shared Services Agreement to indicate that the School District is not required to reimburse the City for the fuel costs of the five buses that are used for the Department of Recreation's Program.

Cost (Identify all sources and amounts)

Not applicable

Contract term (include all proposed renewals)

3 years beginning on October 9, 2017.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

FIRST AMENDMENT TO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS (SCHOOL DISTRICT) PERMITTING THE SCHOOL DISTRICT TO FUEL ITS VEHICLES

This First Amendment of Agreement is made this _____ day of _____, 2018 between the City of Jersey City (City) and the Jersey City Public Schools (School District).

WHEREAS, Resolution 17-608, approved on July 19, 2017, authorized a Shared Services Agreement between the City of Jersey City (City) and the Jersey City Public Schools (School District) that permits the School District to fuel its motor vehicles at the City's Public Works facility located at 13-15 Linden Avenue East and reimburse the City for the cost of the fuel; and

WHEREAS, the term of the Shared Services Agreement is three years effective as of October 9, 2017; and

WHEREAS, the City's Department of Recreation provides a summer program known as Project Glad-Special Needs Summer Program (Program); and

WHEREAS, the School District provides the City with five buses and drivers for the Program at no cost to the City; and

WHEREAS, the parties desire to amend the Shared Services Agreement to indicate that the School District is not required to reimburse the City for the fuel costs of the five buses that are used for the Department of Recreation's Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The School District shall not be required to reimburse the City for the fuel costs of the five School District buses that the School District provides to the City at no cost in connection with the Department of Recreation's Project Glad-Special Needs Summer Program.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Shared Services Agreement authorized by City Council Resolution 17-608 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator
And the School District, have executed this First Amendment to the Agreement and affixed their
corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

ATTEST:

JERSEY CITY PUBLIC SCHOOLS

DR. MARCIA V. LYLES
School District Superintendent

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

City Clerk File No. Res. 18-595

Agenda No. 10.5

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO DR. LENA EDWARDS CHARTER SCHOOL

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and coordinates recreational activities; and

WHEREAS the Department of Recreation requires the use of facilities owned by certain nonprofit organizations and public agencies; and

WHEREAS, the Department of Recreation desires to use the Dr. Lena Edwards Charter School as a day camp site and for other recreational activities; and

WHEREAS, the Department of Recreation desires to use the Dr. Lena Edwards Charter School beginning on June 28, 2018 and ending on December 31, 2018; and

WHEREAS, the Dr. Lena Edwards Charter School agrees to permit the City to use its facility on the condition that the City provides a Certificate of Insurance that names the Dr. Lena Edwards Charter School as an additional insured; and

WHEREAS, it is in the best interests of the City to provide a Certificate of Insurance to Dr. Lena Edwards Charter School so that the City can use the facility to offer programs that benefit the citizens of Jersey City.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Risk Manager is authorized to issue to the Dr. Lena Edwards Charter School a Certificate of Insurance that names the Dr. Lena Edwards Charter School as an additional insured.

RR
6-18-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-596

Agenda No. 10.T

Approved: JUN 27 2018



TITLE: RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 551 BRAMHALL AVENUE A/K/A BLOCK 19601, LOT 00006

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Charnette Thompson (now known as Charnette D. Thompson-Bryant) received \$24,700.00 from the Jersey City Homeowner Improvement Program (HIP) to purchase a home at 551 Bramhall Avenue, Block 19601, Lot 00006; and

WHEREAS, the City's loan was secured by a 10-year affordable housing mortgage dated January 13, 2011 and recorded in Book 17661, page 815; and

WHEREAS, in addition to the HIP affordable housing loan, the owner borrowed \$221,500.00 from Chase Bank, which was secured by a first mortgage; and

WHEREAS, the owner now desire to refinance the first mortgage to obtain a lower interest rate and to build a cash reserve for emergencies; and

WHEREAS, to obtain the new first mortgage, MLB Residential Lending, LLC, the new lender, requires the City to subordinate its mortgage; and

WHEREAS, the property has been appraised for \$495,000.00; and

WHEREAS, the City's original second mortgage shall remain \$24,700.00 and remain in second position; and

WHEREAS, the Division of Community Development has reviewed the request for subordination and determined that the fair market value of the property supports both the new loan and the City's mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to execute a mortgage subordination agreement in a form approved by the Corporation Counsel, subordinating the balance of the City's second mortgage, affecting 551 Bramhall Avenue, Block 19601, Lot 00006 to the new first mortgage with MLB Residential Lending, LLC, not to exceed \$295,075.00, subject to the receipt of a clear title report through the date of closing.

TF/mma
5/16/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 06.27.18 | | | | | | | | | | | |
|--|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution authorizing the Business Administrator to execute a subordination of Mortgage affecting real property located at 551 Bramhall Avenue, Jersey City, NJ 07304.

Initiator

| | | |
|---------------------|------------------------|-----------------------|
| Department/Division | HEDC | Community Development |
| Name/Title | Bill Lenahan <i>BL</i> | CBDG-HIP Manager |
| Phone/email | 201-547-4728 | blenahan@jcnj.org |

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

Resolution Purpose

Subordination of HIP Mortgage affecting real property located at:

Property Address: 551 Bramhall Avenue, Jersey City, NJ 07304
Block: 19601 Lot: 00006

HIP Mortgage Amount: \$24,700.00
HIP Mortgage Term: 10 Years

Execution Date of HIP Mortgage: 1/13/2011
Recording Date of HIP Mortgage: 2/23/2011 Book: 17661 Page: 815

Current Payoff Amount: \$182,920.65
Appraised Value: \$495,000.00
Re/Finance Amount: \$295,075.00

Subordinating to: ATTN: Stephanie Banks
NAME OF COMPANY: MLB Residential Lending, LLC
ADDRESS: 242 Old New Brunswick Rd, Suite 415
Piscataway, NJ 088545

I certify that all the facts presented herein are accurate.

Supriya Senitine for CG
Signature of Department Director

6/15/2018
Date

STATE OF NEW JERSEY
COUNTY OF HUDSON

Prepared by:

Thomas S. Fodice
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this _ day of June, 2018, by and among the following: Charnette D. Thompson-Bryant hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and MLB Residential Lending, LLC, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 551 Bramhall Avenue Block 19601 and Lot 00006, Jersey City, New Jersey.
2. The superior debt is more fully described in a note in the original principal sum of \$295,075.00 and executed by Borrowers, made payable to Lender and secured by a mortgage which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sums of \$24,700.00 executed by Borrowers on January 13, 2011 and, recorded with the Hudson County Registrar and made payable to the City of Jersey City (the Subordinating Party).
4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this __day of June, 2018

CITY OF JERSEY CITY

By:

Brian Platt
Business Administrator

STATE OF NEW JERSEY)

ss.:

COUNTY OF HUDSON)

I CERTIFY that on June 2018, Brian Platt personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

Thomas S. Fodice
Attorney at Law
State of New Jersey

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

City Clerk File No. Res. 18-597

Agenda No. 10.U

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 148 ARLINGTON AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 23303, LOT 46, F/K/A BLOCK 2014, LOT 7.D

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 10, 2008, Cherry Thomas Reynolds (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$24,710.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16668 at Page 00132 of the Register of Deeds for Hudson County on February 25, 2008; 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 148 Arlington Avenue, Jersey City, also known as Block 23303, Lot 46, f/k/a Block 2014, Lot 7.D; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,710.00 affecting 148 Arlington Avenue, Jersey City, also known as Block 23303, Lot 46, f/k/a Block 2014, Lot 7.D.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk


RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 148 Arlington Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 148 Arlington Avenue, Jersey City, NJ 07305

Block: 2014 Lot: 7.D

HORP/SHRP Mortgage Amount: \$24,710.00

Execution Date of HORP/SHRP Mortgage: January 10, 2008

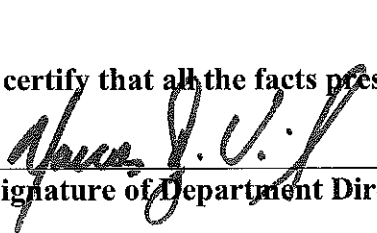
Recording Date of HORP/SHRP Mortgage: February 25, 2008 Book: 16668 Page: 00132

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: January 10, 2013
Maturity Date

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

I certify that all the facts presented herein are accurate.



Signature of Department Director

5-18-18

Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Cherry Thomas Reynolds
148 Arlington Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Cherry Thomas Reynolds
148 Arlington Avenue
Jersey City, NJ 07305

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 1/10/2013. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Maryann Barile
Print or Type Name

Maryann Barile
Signature

CHARGE

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated January 10, 2008 between

BORROWER

Resident Cherry Thomas Reynolds
Address 148 Arlington Avenue
City, State & Zip Jersey City, NJ 07305

from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of **(\$24,710.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 1-10-08 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

02/25/2008 09:58:14
MILLEN L. FLORES
REGISTERED
RECORDS SECTION
RECEIVED
RECEIVED NO. 841089

01/10/2008 14:00:00
RECORDED
RECORDED
RECORDED
RECORDED
RECORDED

REPAYMENT SCHEDULE

If within the 1st 5 years 100%
If with 8th year 25%
After the 10th year has ended 0%

if within the 6th year 80%
if within the 9th year 10%

if within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 148 Arlington Avenue
Municipal tax map designation: Block: 2014 Lot: 7.D
 - (b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Option One Mortgage and dated . The First Mortgage was recorded in County in Book at Page on .
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included

BK = 16669 PG = 00133

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

City Clerk File No. Res. 18-598

Agenda No. 10.V

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 194 CLERK STREET, JERSEY CITY, ALSO KNOWN AS BLOCK 21402, LOT 45 F/K/A BLOCK 2000, LOT 6.C.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 24, 2007, Catherine Wilson (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$7,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 15560 at Page 00323 of the Register of Deeds for Hudson County on March 1, 2007; 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 194 Clerk Street, Jersey City, also known as Block 21402, Lot 45 f/k/a Block 2000, Lot 6.C; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$7,000.00 affecting 194 Clerk Street, Jersey City, also known as Block 21402, Lot 45 f/k/a Block 2000, Lot 6.C.

SS/mma
06/18/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 194 Clerk Street, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 194 Clerk Street, Jersey City, NJ 07305

Block: 2000 Lot: 6.C

HORP/SHRP Mortgage Amount: \$7,000.00

Execution Date of HORP/SHRP Mortgage: January 24, 2007

Recording Date of HORP/SHRP Mortgage: March 1, 2007 Book: 15560 Page: 00323

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: January 24, 2012
Maturity Date

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

I certify that all the facts presented herein are accurate.

James J. V. [Signature]
Signature of Department Director

5-18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HGRP/SHRP grant recipients:

Catherine Wilson
194 Clerk Street
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Catherine Wilson
194 Clerk Street
Jersey City, NJ 07305

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 1/24/2012. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

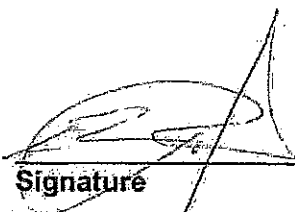
If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva P. Rollins
Print or Type Name


Signature

CHARGE

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated January 24, 2007 between

BORROWER

Resident Catherine Wilson
Address 194 Clerk Street
City, State & Zip Jersey City, NJ 07305

000037606
RECEIVED
AND
RECORDED
MUN/MTG

03/01/2007 02:32P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 375720

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of **(\$7,000.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 01/24/07 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

REPAYMENT SCHEDULE

Up to year One 100%
Up to year Two 80%

Up to year Three 60%
Up to year Four 40%

Up to year Five 20%
After year Five 0%.

2. MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address 194 Clerk Street
Municipal tax map designation: Block 2000 Lot 6.C
- (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. SUBORDINATE MORTGAGE(S): This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____ 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.

4. MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. PROMISES OF BORROWER: The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal

BK: 15560 PG: 00324

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

City Clerk File No. Res. 18-599

Agenda No. 10.W

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 4 CLINTON AVENUE, A/K/A BLOCK 18705, LOT 30, F/K/A BLOCK 1945, LOT 45.5

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 26, 2008, Gertrude R. Vice (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$24,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16997 at Page 00243 of the Register of Deeds for Hudson County on June 23, 2008; 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 4 Clinton Avenue, Jersey City, also known as a/k/a Block 18705, Lot 30, f/k/a Block 1945, Lot 45.5; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,900.00 affecting 4 Clinton Avenue, Jersey City, also known as a/k/a Block 18705, Lot 30, f/k/a Block 1945, Lot 45.5.

SS/mma
06/18/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

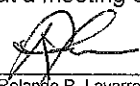
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

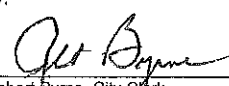
✓ Indicates Vote

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: 4 Clinton Avenue, Jersey City, NJ 07304

Initiator

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

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

Resolution Purpose

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

Property Address: 4 Clinton Avenue, Jersey City, NJ 07304

Block: 1945 Lot: 45.5

HORP/SHRP Mortgage Amount: \$24,900.00

Execution Date of HORP/SHRP Mortgage: March 26, 2008

Recording Date of HORP/SHRP Mortgage: June 23, 2008 Book: 16997 Page: 00243

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: March 26, 2013
Maturity Date

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

I certify that all the facts presented herein are accurate.

Mary J. J.
Signature of Department Director

5-18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Gertude R. Vice
4 Clinton Avenue
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:44
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Gertude R. Vice
4 Clinton Avenue
Jersey City, NJ 07304

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 3/26/2013. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

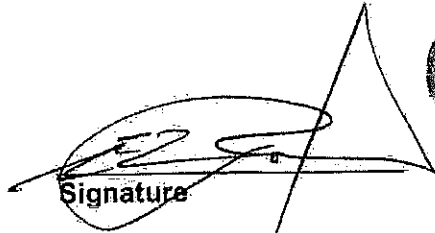
If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva P. Rollins
Print or Type Name


Signature

CHARGE

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated March 26, 2008 between

BORROWER

Resident Gertude R. Vice
Address 4 Clinton Ave
City, State & Zip Jersey City, NJ 07304

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$24,900.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 3-26-08 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

RECEIVED
MAY 1 2008
OFFICE OF THE
TREASURER OF
JERSEY CITY

REPAYMENT SCHEDULE

If within the 1st 5 years 100%

If with 8th year 25%

After the 10th year has ended 0%

if within the 6th year 80%

if within the 9th year 10%

if within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 4 Clinton Ave
Municipal tax map designation: Block 1945 Lot 45.5
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____ 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

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

City Clerk File No. Res. 18-600

Agenda No. 10.X

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 20 CRESCENT AVENUE, A/K/A BLOCK 18705, LOT 41, F/K/A BLOCK 1940 LOT D

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 25, 2007, Ida Fragene (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$12,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16412 at Page 00269 of the Register of Deeds for Hudson County on October 30, 2007; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 20 Crescent Avenue, Jersey City, also known as Block 18705, Lot 41, f/k/a Block 1940, Lot D; and

WHEREAS, ten (10) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$12,000.00 affecting 20 Crescent Avenue, Jersey City, also known as Block 18705, Lot 41, f/k/a Block 1940, Lot D.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMANN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 20 Crescent Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 20 Crescent Avenue, Jersey City, NJ 07305

Block: 1940 Lot: D

HORP/SHRP Mortgage Amount: \$12,000.00

Execution Date of HORP/SHRP Mortgage: October 25, 2007

Recording Date of HORP/SHRP Mortgage: October 30, 2007 Book: 16412 Page: 00269

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: October 25, 2017
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount

_____ Date Payoff Received

I certify that all the facts presented herein are accurate.

David P. U.S.
Signature of Department Director

5-18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Ida Fragene
20 Crescent Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Ida Fragene
20 Crescent Avenue
Jersey City, NJ 07305

The 10 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 10/25/2017. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

CHARGE

This Mortgage was prepared by:

Elva Rollins
Print or Type Name


Signature

10/30/2007 12:07P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 415001

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated October 25, 2007 between

BORROWER

000059378
RECEIVED
AND
REGISTERED
MORTGAGE

Resident Ida Fragene
Address 20 Crescent Ave
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$12,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 10/25/07 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the tenth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

BK=16412 PG=00269

REPAYMENT SCHEDULE

If within the 1st 5 years 100%

If with 8th year 25%

After the 10th year has ended 0%

if within the 6th year 80%

if within the 9th year 10%

if within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 20 Crescent Ave
Municipal tax map designation: Block 1940 - Lot D
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

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

City Clerk File No. Res. 18-601

Agenda No. 10.Y

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 20 CRESCENT AVENUE, A/K/A BLOCK 18705, LOT 41, F/K/A BLOCK 1940 LOT D

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on June 19, 2006, Ida Fragene (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$9,450.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 14646 at Page 00111 of the Register of Deeds for Hudson County on July 26, 2006; and

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

WHEREAS, the mortgage affects property known as 20 Crescent Avenue, Jersey City, also known as Block 18705, Lot 41, f/k/a Block 1940, Lot D; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$9,450.00 affecting 20 Crescent Avenue, Jersey City, also known as Block 18705, Lot 41, f/k/a Block 1940, Lot D.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|--|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 20 Crescent Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 20 Crescent Avenue, Jersey City, NJ 07305

Block: 1940 Lot: D

HORP/SHRP Mortgage Amount: \$9,450.00

Execution Date of HORP/SHRP Mortgage: June 19, 2006

Recording Date of HORP/SHRP Mortgage: July 26, 2006 Book: 14646 Page: 00111

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: June 19, 2011
Maturity Date

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

I certify that all the facts presented herein are accurate.

James D. V. J.

Signature of Department Director

5-18-18

Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Ida Fragene
20 Crescent Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Ida Fragene
20 Crescent Avenue
Jersey City, NJ 07305

The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 6/19/2011. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

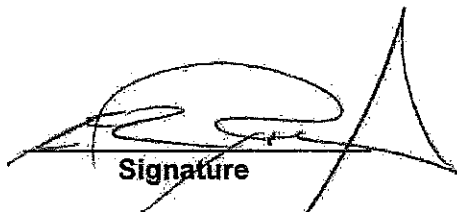
If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva P. Rollins
Print or Type Name



Signature

CHARGE

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated June 19, 2006 between

BORROWER

Resident Ida Fragene
Address 20 Crescent Avenue
City, State & Zip Jersey City, NJ 07304

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of ~~(\$9,450.00)~~ (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 06/19/06 from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

07/26/2006 12:52P
JOHN R HARTON
HUDSON COUNTY
ACTING REGISTER OF DEEDS
Receipt No. 334887

000051251
RECEIVED
AND
RECORDED
MUNICIPALITY

REPAYMENT SCHEDULE

If within the 1st 5 years 100%
If with 8th year 25%
After the 10th year has ended 0%

if within the 6th year 80%
if within the 9th year 10%

if within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
 - (a) Street address 20 Crescent Avenue
Municipal tax map designation: Block 1940 Lot D
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Sterling Financial Services and dated _____ 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
 - (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must

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

City Clerk File No. Res. 18-602

Agenda No. 10-Z

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 181 FULTON AVENUE, JERSEY CITY, ALSO KNOWN AS A/K/A BLOCK 25603, LOT 9, F/K/A BLOCK 1336, LOT 19

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on November 9, 2007, Ernest C. Williams (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$13,105.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16510 at Page 00046 of the Register of Deeds for Hudson County on December 11, 2007; 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 181 Fulton Avenue, Jersey City, also known as a/k/a Block 25603, Lot 9, f/k/a Block 1336, Lot 19; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$13,105.00 affecting 181 Fulton Avenue, Jersey City, also known as a/k/a Block 25603, Lot 9, f/k/a Block 1336, Lot 19.

SS
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

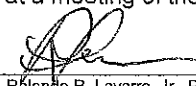
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 | | | | | | | | | | | |
|--|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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: 181 Fulton Avenue, Jersey City, NJ 07305

Initiator

| | | |
|-----------------------------|---|--------------------------------------|
| Department/Division: | HEDC | Community Development |
| Name/Title: | Bill Lenahan  | Program Monitor/Grant Analyst |
| Phone/Email: | 201-547-4728 | BLenahan@jenj.org |

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

Resolution Purpose

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

Property Address: 181 Fulton Avenue, Jersey City, NJ 07305

Block: 1336 Lot: 19

HORP/SHRP Mortgage Amount: \$13,105.00

Execution Date of HORP/SHRP Mortgage: November 9, 2007

Recording Date of HORP/SHRP Mortgage: December 11, 2007 Book: 16510 Page: 00046

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: November 9, 2012
Maturity Date

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

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Ernest C. Williams
181 Fulton Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Ernest C. Williams
181 Fulton Avenue
Jersey City, NJ 07305

- The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 11/9/2012. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.
- The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

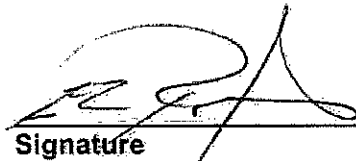
If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva Rollins
Print or Type Name


Signature

CHARGE

12/11/2007 02:32P
WILLIE L. FLOOD
MURSON COUNTY
REGISTER OF DEEDS
Receipt No. 42014

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated Nov 9, 2007 between

BORROWER
RECEIVED
AND
RECORDED
MONTGOMERY

Resident Ernest C. Williams
Address 181 Fulton Ave
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$13,105.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated Nov. 9, 2007 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

REPAYMENT SCHEDULE

Up to year One 100% Up to year Three 60% Up to year Five 20%
Up to year Two 80% Up to year Four 40% After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 181 Fulton Avenue
Municipal tax map designation: Block 1336 Lot 19
 - (b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated 1. The First Mortgage was recorded in County in Book at Page on .
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard

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

City Clerk File No. Res. 18-603

Agenda No. 10.Z.1

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 119 LEXINGTON AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 19302, LOT 3, F/K/A BLOCK 1798, LOT 106

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 15, 2001, Lennox Charles (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 7910 at Page 135 of the Register of Deeds for Hudson County on March 28, 2001; 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 119 Lexington Avenue, Jersey City, also known as Block 19302, Lot 3, f/k/a Block 1798, Lot 106; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 119 Lexington Avenue, Jersey City, also known as Block 19302, Lot 3, f/k/a Block 1798, Lot 106.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 119 Lexington Avenue, Jersey City, NJ 07304

Initiator

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

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

Resolution Purpose

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

Property Address: 119 Lexington Avenue, Jersey City, NJ 07304

Block: 1798 Lot: 106

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: March 15, 2001

Recording Date of HORP/SHRP Mortgage: March 28, 2001 Book: 7910 Page: 135

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: March 15, 2006
Maturity Date

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

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director

5-18-18

Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Lennox Charles
119 Lexington Avenue
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Lennox Charles
119 Lexington Avenue
Jersey City, NJ 07304

The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 3/15/2006. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

024395

01 MAR 28 PM 2:07

RECEIVED
AND
RECORDED
This Mortgage was prepared by

Barbara P. W...
HUDSON COUNTY
REGISTER OF DEEDS
CLARKE
Deloris Ransom
Signature

DELORES RANSOM
Print or Type Name

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated March 15, 2001 between

BORROWER

Resident Lennox Charles
Address 119 Lexington Avenue
City, State & Zip Jersey City, NJ 07304

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. **NOTE:** The Borrower is borrowing the sum of (\$ 6,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated March 15, 2001 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

REPAYMENT SCHEDULE

| | | |
|---------------------|----------------------|---------------------|
| Up to year One 100% | Up to year Three 60% | Up to year Five 20% |
| Up to year Two 80% | Up to year Four 40% | After year Five 0% |

2. MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

(a) Street address 119 Lexington Avenue, J.C.

Municipal tax map designation: Lot 106 Block 1798

(b) All buildings and other improvements that now are or will be on the land.

(c) All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.

(d) All other rights which the Borrower now has or will acquire with regard to the land.

3. SUBORDINATE MORTGAGE(S): This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Homecomings Homeowners and dated _____. The First Mortgage was recorded in _____ Hudson County in Book 6250 at Page 219 on June 20, 1997.

4. MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. PROMISES OF BORROWER: The Borrower makes these promises to the Lender:

(a) The Borrower shall comply with all of the terms of the Note and this Mortgage.

(b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.

(c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due.

(d) The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.

(e) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

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

City Clerk File No. Res. 18-604

Agenda No. 10.Z.2

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 502 LIBERTY AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 1203, LOT 10, F/K/A BLOCK 916, LOT 45.NO.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 29, 2006, Rita Kotak (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$14,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 14329 at Page 00304 of the Register of Deeds for Hudson County on May 3, 2006; and

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

WHEREAS, the mortgage affects property known as 502 Liberty Avenue, Jersey City, also known as Block 1203, Lot 10, f/k/a Block 916, Lot 45.NO; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$14,900.00 affecting 502 Liberty Avenue, Jersey City, also known as Block 1203, Lot 10, f/k/a Block 916, Lot 45.NO.

SS/mma
06/18/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 502 Liberty Avenue, Jersey City, NJ 07307

Initiator

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

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

Resolution Purpose

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

Property Address: 502 Liberty Avenue, Jersey City, NJ 07307

Block: 916 Lot: 45.NO

HORP/SHRP Mortgage Amount: \$14,900.00

Execution Date of HORP/SHRP Mortgage: March 29, 2006

Recording Date of HORP/SHRP Mortgage: May 3, 2006 Book: 14329 Page: 00304

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: March 29, 2011
Maturity Date

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

I certify that all the facts presented herein are accurate.

Thomas J. V. [Signature]
Signature of Department Director

5-18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Rita Kotak
502 Liberty Avenue
Jersey City, NJ 07307

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,


Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:47
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Rita Kotak
502 Liberty Avenue
Jersey City, NJ 07307

The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 3/29/2011. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD


Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

000042945
RECEIVED
AND
RECORDED
HUN/MTG

05/03/2006 04:01P
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 321229

This Mortgage was prepared by:

Luis Bayo
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated March 29 2006 between

BORROWER

Resident Rita Kotak
Address 502 Liberty Ave
City, State & Zip Jersey City, NJ 07307

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 8-k.
1. **NOTE:** The Borrower is borrowing the sum of **(\$ 14,900.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 3-29-06 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

BK:14329 PG:00304

REPAYMENT SCHEDULE

If within the 1st 5 years 100%
If with 8th year 25%
After the 10th year has ended 0%

if within the 6th year 80%
if within the 9th year 10%

if within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address 502 Liberty Ave.
Municipal tax map designation: Blk 916 Lot 45.NO
- (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Independence Bank and dated 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included

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

City Clerk File No. Res. 18-605

Agenda No. 10.Z.3

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 28 MANHATTAN AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 4403, LOT 38, F/K/A BLOCK 725, LOT 47

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 29, 2008, Margaret Fischer (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$3,200.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16738 at Page 00341 of the Register of Deeds for Hudson County on March 19, 2008; 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 28 Manhattan Avenue, Jersey City, also known as Block 4403, Lot 38, f/k/a Block 725, Lot 47; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$3,200.00 affecting 28 Manhattan Avenue, Jersey City, also known as Block 4403, Lot 38, f/k/a Block 725, Lot 47.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 6.27.18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 28 Manhattan Avenue, Jersey City, NJ 07307

Initiator

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

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

Resolution Purpose

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

Property Address: 28 Manhattan Avenue, Jersey City, NJ 07307

Block: 725 Lot: 47

HORP/SHRP Mortgage Amount: \$3,200.00

Execution Date of HORP/SHRP Mortgage: February 29, 2008

Recording Date of HORP/SHRP Mortgage: March 19, 2008 Book: 16738 Page: 00341

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: February 29, 2013
Maturity Date

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

I certify that all the facts presented herein are accurate.

James J. V. J.
Signature of Department Director

5-18-18
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Margaret J. Fischer
28 Manhattan Avenue
Jersey City, NJ 07307

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Margaret J. Fischer
28 Manhattan Avenue
Jersey City, NJ 07307

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 2/29/2013. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva Rollins
Print or Type Name

[Signature]
Signature

CHARGE

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated February 29, 2008 between

BORROWER

Resident Margaret J. Fischer
Address 28 Manhattan Ave
City, State & Zip Jersey City, NJ 0737

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$3,200.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 2/29/08 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

02/29/2008 09:26A
WELLS FARGO
HUDSON COUNTY
REGISTER OF DEEDS
RECEIPT NO. 436490

00004776
RECEIVED
AND
RECORDED
MUNICIPAL

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

City Clerk File No. Res. 18-606

Agenda No. 10.Z.4

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 368 NEW YORK AVENUE, A/K/A BLOCK 2304, LOT 10, F/K/A BLOCK 786, LOT 147

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 20, 2006, Patricia and Patrick Meehan (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$15,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 14056 at Page 00127 of the Register of Deeds for Hudson County on February 9, 2006; and

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

WHEREAS, the mortgage affects property known as 368 New York Avenue, Jersey City, also known as Block 2304, Lot 10, f/k/a Block 786, Lot 147; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 368 New York Avenue, Jersey City, also known as Block 2304, Lot 10, f/k/a Block 786, Lot 147.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

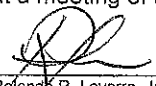
APPROVED 8-0

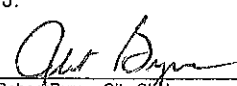
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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: 368 New York Avenue, Jersey City, NJ 07307

Initiator

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

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

Resolution Purpose

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

Property Address: 368 New York Avenue, Jersey City, NJ 07307

Block: 786 Lot: 147

HORP/SHRP Mortgage Amount: \$15,000.00

Execution Date of HORP/SHRP Mortgage: January 20, 2006

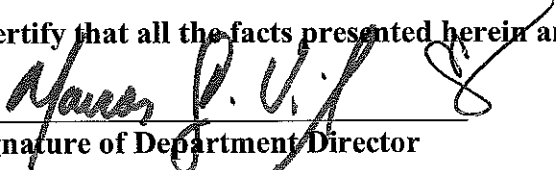
Recording Date of HORP/SHRP Mortgage: February 9, 2006 Book: 14056 Page: 00127

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: January 20, 2011
Maturity Date

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

I certify that all the facts presented herein are accurate.


Signature of Department Director

5-18-18
Date

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Patricia & Patrick Meehan
368 New York Avenue
Jersey City, NJ 07307

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 1/20/2011. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of received on . A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

CHARGE

This Mortgage was prepared by:

Deloris Ransom
Print or Type Name

Deloris Ransom
Signature

02/09/2006 02:52P
BARBARA A. CONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 307365

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated January 20, 2006 between

000035908
RECEIVED
AND
RECORDED
MORTGAGES

BORROWER

Resident Patricia & Patrick Meehan
Address 368 New York Avenue
City, State & Zip Jersey City, NJ 07307

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of **(\$15,000.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 1-20-06 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

BK: 14056 PG: 00127

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

City Clerk File No. Res. 18-607
 Agenda No. 10.Z.5
 Approved: JUN 27 2018
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 419 OCEAN AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 25802, LOT 20, F/K/A BLOCK 1341, LOT 23.B

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 20, 2007, Clara King (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$15,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16247 at Page 00311 of the Register of Deeds for Hudson County on September 10, 2007; 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 419 Ocean Avenue, Jersey City, also known as Block 25802, Lot 20, f/k/a Block 1341, Lot 23.B; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 419 Ocean Avenue, Jersey City, also known as Block 25802, Lot 20, f/k/a Block 1341, Lot 23.B.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
 Business Administrator

 _____
 Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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: 419 Ocean Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 419 Ocean Avenue, Jersey City, NJ 07305

Block: 1341 Lot: 23.B

HORP/SHRP Mortgage Amount: \$15,000.00

Execution Date of HORP/SHRP Mortgage: July 20, 2007

Recording Date of HORP/SHRP Mortgage: September 10, 2007 Book: 16247 Page: 00311

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: July 20, 2012
Maturity Date

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

I certify that all the facts presented herein are accurate.

James J. V. J.
Signature of Department Director

5-21-08
Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 17, 2018
Re: **Signature Required on Documents for Recordation**

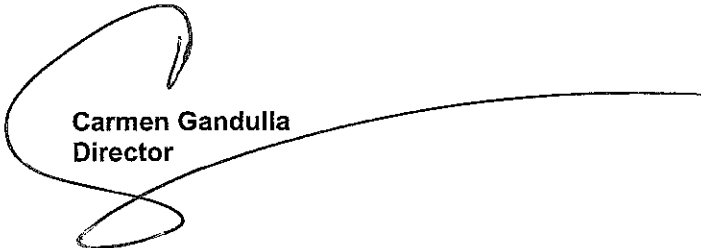
Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Clara King
419 Ocean Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,


Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 17, 2018
Re: Signature Required on Documents for Recordation

Clara King
419 Ocean Avenue
Jersey City, NJ 07305

X The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 7/20/2012. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of received on . A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

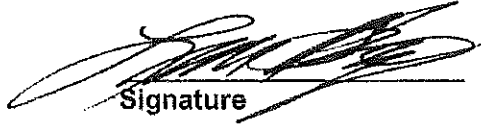
cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

CHARGE

This Mortgage was prepared by:

Luis Bayo
Print or Type Name


Signature

09/10/2007 11:02A
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 406853

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated July 20, 2007 between

00005319
RECEIVED
AND
RECORDED
MUNICIPALITY

BORROWER

Resident Clara King
Address 419 Ocean Avenue
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$15,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 7/20/07 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

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

City Clerk File No. Res. 18-608

Agenda No. 10.Z.6

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 57 STEVENS AVENUE, JERSEY CITY, ALSO KNOWN AS BLOCK 26502, LOT 3, F/K/A BLOCK 1348, LOT 34B

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 18, 2008, Charles Baker (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$15,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 17187 at Page 00112 of the Register of Deeds for Hudson County on September 30, 2008; 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 57 Stevens Avenue, Jersey City, also known as Block 26502, Lot 3, f/k/a Block 1348, Lot 34B; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 57 Stevens Avenue, Jersey City, also known as Block 26502, Lot 3, f/k/a Block 1348, Lot 34B.

SS/mma
06/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 57 Stevens Avenue, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

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

Property Address: 57 Stevens Avenue, Jersey City, NJ 07305

Block: 1348 Lot: 34B

HORP/SHRP Mortgage Amount: \$15,000.00

Execution Date of HORP/SHRP Mortgage: July 18, 2008

Recording Date of HORP/SHRP Mortgage: September 30, 2008 Book: 17187 Page: 00112

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: July 18, 2013
Maturity Date

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

I certify that all the facts presented herein are accurate.

Thomas J. V. [Signature]

Signature of Department Director

5-18-18

Date

Memorandum

To: Director Vigil
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: **Signature Required on Documents for Recordation**

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Charles Baker
57 Stevens Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Jim LaBianca

RECEIVED
2018 MAY 21 AM 4:43
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: James LaBianca, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: May 16, 2018
Re: Signature Required on Documents for Recordation

Charles Baker
57 Stevens Avenue
Jersey City, NJ 07305

The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 7/18/2008. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

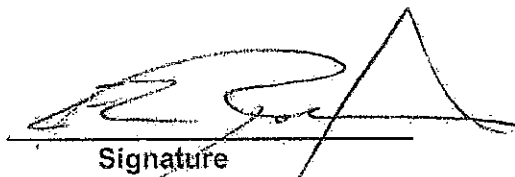
If you have further questions, you may contact me at extension 6910.

cc: Marcos Vigil, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Elva Rollins
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated July 18, 2008 between

BORROWER

Resident Charles Baker
Address 57 Stevens Ave
City, State & Zip Jersey City, NJ 07305

000046795
RECEIVED
AND
RECORDED
MUN/MTG

07/30/2008 02:26P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 462294

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$15,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated July 18, 2008 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

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

City Clerk File No. Res. 18-609

Agenda No. 10-z-7

Approved: JUN 27 2018

TITLE:



RESOLUTION IN SUPPORT OF THE CITY OF JERSEY CITY'S ACQUISITION OF PROPERTY FOR THE BAYFRONT REDEVELOPMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to Ordinance 08-025 and the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.*, on March 12, 2008 the City of Jersey City ("City") adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (hereinafter, the "Redevelopment Plan"); and

WHEREAS, on May 12, 2008, the Jersey City Redevelopment Agency ("JCRA") entered into that certain Redevelopment Agreement (the "RDA") with Bayfront Redevelopment, LLC, a limited liability company of the State of Delaware, having its principal place of business at 101 Columbia Road, Morristown, NJ 07960-2245 (the "Redevelopment Entity"); and

WHEREAS, Honeywell International, Inc. ("Honeywell") and the City both share an interest in the Redevelopment Entity; and

WHEREAS, the Bayfront I Redevelopment Area, as such parcels are identified and defined in the RDA, is in an area of Jersey City that holds the key to the future growth and expansion of the City's western waterfront; and

WHEREAS, the remediation and redevelopment goals of this area were developed with the active participation of many Jersey City residents and grass roots leaders who ensured that clean-up of the long contaminated site and its redevelopment would inure to the benefit of all; and

WHEREAS, Honeywell has performed its duties to clean-up the site in a diligent fashion; and

WHEREAS, the City has been fortunate in the years since the Redevelopment Plan was adopted in that it has become the leader in New Jersey for economic growth and expansion, particularly along the Hudson River waterfront; and

WHEREAS, although the current Redevelopment Plan provides for a total of 4,200 units to be built in the area (with the potential to increase the number to 8,000 units if the Hudson-Bergen Light Rail gets extended to the site) and requires that 5% of the total units built on-site be workforce affordable housing, and an additional 5% to be built off-site, it is the will of the people of Jersey City to increase the amount of affordable units available at this site; and

WHEREAS, at a public caucus meeting held on May 21, 2018, the Mayor and the JCRA presented several options as to the future implementation of the redevelopment of the site; and

WHEREAS, the third option, that the City be the Master Developer of the site ("City Master Developer"), presented the most desirable attributes, including that it would bring the largest number affordable housing units to the area, with a minimum of 20% and a goal of 35% affordable units; and

WHEREAS, the City Master Developer approach would allow the City to have flexibility in implementing the goals of the Redevelopment Plan, and structure the development to be in the best interests of the City and the community; and

City Clerk File No. Res. 18-609
Agenda No. 10.z.7 JUN 27 2018

TITLE:

RESOLUTION IN SUPPORT OF THE CITY OF JERSEY CITY'S ACQUISITION OF PROPERTY FOR THE BAYFRONT REDEVELOPMENT

WHEREAS, pursuant to that certain Prepayment Agreement, the City owes Honeywell \$25 million upon the sale of the Bayfront I Redevelopment Area, and the City is also responsible for certain other costs in accordance with the RDA and that certain Consent Decree signed by Hon. Dennis M. Cavanaugh, U.S.D.J., on April 21, 2008; and

WHEREAS, the City Master Developer approach would involve the acquisition of property from the Redevelopment Entity, which would be phased in over 10 years through the issuances of bonds and/or notes, and which would allow the City to pay Honeywell the money it owes without burdening its taxpayers; and

WHEREAS, the City Master Developer approach would allow the City to gain a valuable asset in exchange for its substantial investments in this area and benefit from the potential increase in value created from additional competition as each section of the property gets developed over time; and

WHEREAS, the City held a Special Meeting of the City Council on June 20, 2018 to invite public input and comment on the plans presented at the May 21, 2018 public caucus meeting, and the City Council and the community at the Special Meeting were in favor of the City Master Developer approach.

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

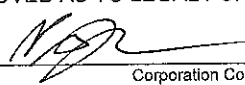
- 1) The City shall take steps to be the Master Developer for the Bayfront I Redevelopment Area.
- 2) The City is authorized to negotiate a Purchase and Sale Agreement and all other terms and conditions for the acquisition of property from the Redevelopment Entity.
- 3) The final Purchase and Sale Agreement and other documents related thereto will be presented to the City Council for approval and prior to the execution by City officials.

BD
06/25/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

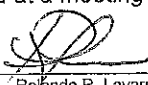
APPROVED 6-1-1


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|---------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | | ✓ | | YUN | ABSTAIN | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

 _____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET –

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

Full Title of Ordinance/Resolution

RESOLUTION IN SUPPORT OF THE CITY OF JERSEY CITY'S ACQUISITION OF PROPERTY FOR THE BAYFRONT REDEVELOPMENT

Initiator

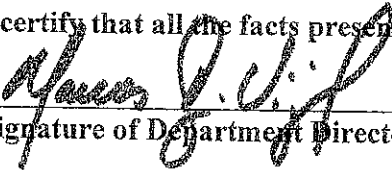
| | | |
|---------------------|--|---------------|
| Department/Division | Housing, Economic Development and Commerce | |
| Name/Title | Marcos Vigil | Director |
| Phone/email | MVigil@jenj.org | 201- 547-5070 |

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

Resolution Purpose

Purpose is: In follow up to the presentation made at the public caucus meeting on May 21, 2018 the City has decided to select the third redevelopment option which makes the City the Master Developer of the property and which requires the City to acquire the property through the issuance of bonds and/or notes.

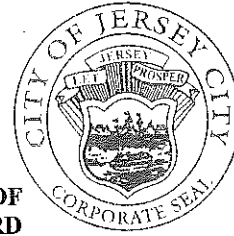
I certify that all the facts presented herein are accurate.


 Signature of Department Director

6-20-2018
 Date

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

City Clerk File No. Res. 18-610
Agenda No. 10.Z.8
Approved: JUN 27 2018
TITLE:



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF SCATTER SITE STUDY AREA 4 FOR POSSIBLE DESIGNATION AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, to determine whether certain parcels of land constitute an area in need of redevelopment, under the Act the City Council must authorize the Planning Board to conduct a preliminary investigation of the area and make recommendations pursuant to *N.J.S.A. 40A:12A-6*; and

WHEREAS, the City Council hereby requests that the Planning Board conduct an investigation with respect to the three properties known Block 22503, Lot 74 (206 Claremont Avenue); Block 23201, Lot 4 (111 Claremont Avenue); and Block 23203, Lot 11 (137 Myrtle Avenue) on the tax map of the City of Jersey City, State of New Jersey, to determine whether the Study Area meets the criteria set forth in the Act, specifically *N.J.S.A. 40A:12A-5*, and should be designated as an area in need of redevelopment with the power of condemnation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether the Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A-5* to be designated as an area in need of redevelopment, which designation would permit the City to utilize all of the redevelopment powers, including eminent domain.

Section 3. As part of its investigation, the Planning Board shall prepare maps showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Act, specifically *N.J.S.A. 40A:12A-6*, after giving due notice of the proposed boundary of the Study Area, the date of the hearing and the municipal option to exercise the power of eminent domain to any persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination would authorize the City to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Condemnation Redevelopment Area.

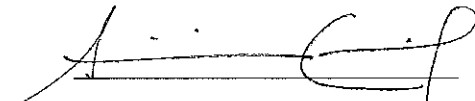
TITLE:

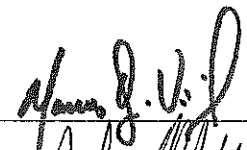
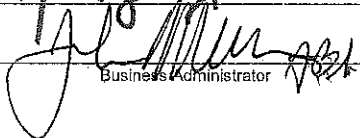
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE SCATTER SITE STUDY AREA 4 FOR POSSIBLE DESIGNATION AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.

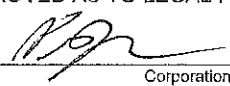
Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area with the power of eminent domain. All objections to a determination that the Study Area is an area in need of redevelopment with the power of eminent domain and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the designations are received and considered, the Planning Board shall make recommendations to the City as to whether the City should designate all or some of the Study Area as an area in need of redevelopment with the power of eminent domain pursuant to the Act.

Section 7. This Resolution shall take effect immediately.


Annisia Cialone, PP, AICP, LEED AP
Director, Division of City Planning

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

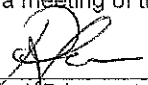
APPROVED 8-0

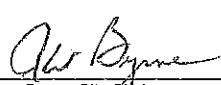
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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


ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE SCATTER SITE STUDY AREA 4 FOR POSSIBLE DESIGNATION AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.

Initiator

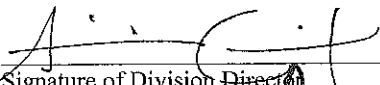
| | | |
|---------------------|------------------------------------|--|
| Department/Division | HEDC | City Planning |
| Name/Title | Annisia Cialone, PP, AICP, LEED AP | Director |
| | Erica Baptiste | Senior Planner  |
| Phone/email | 201-547-5010 | acialone@jcnj.org / ebaptiste@jcnj.org |

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

Purpose

This Resolution will authorize the Planning Board to conduct a preliminary investigation to study the condition of three properties known as Block 22503, Lot 74 (206 Claremont Avenue); Block 23201, Lot 4 (111 Claremont Avenue); and Block 23203, Lot 11 (137 Myrtle Avenue) on the tax map of the City of Jersey City, State of New Jersey, for possible designation as an area in need of redevelopment with the power of condemnation as set forth in the Act, specifically N.J.S.A. 40A:12A-5.

I certify that all the facts presented herein are accurate.


Signature of Division Director

6-13-18
Date


Signature of Department Director

6-18-18
Date

Summary Sheet:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY
INVESTIGATION OF CONDITIONS OF THE SCATTER SITE STUDY AREA 4 FOR
POSSIBLE DESIGNATION AS AN AREA IN NEED OF REDEVELOPMENT WITH
THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL
REDEVELOPMENT AND HOUSING LAW, *N.J.S.A. 40A:12A-1, et seq.***

This Resolution will authorize the Planning Board to conduct a preliminary investigation to study the condition of three properties known as Block 22503, Lot 74 (206 Claremont Avenue); Block 23201, Lot 4 (111 Claremont Avenue); and Block 23203, Lot 11 (137 Myrtle Avenue) on the tax map of the City of Jersey City, State of New Jersey, for possible designation as an area in need of redevelopment with the power of condemnation as set forth in the Act, specifically N.J.S.A. 40A:12A-5.

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

City Clerk File No. Res. 18-611

Agenda No. 10.Z.9

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF JERSEY CITY VIA THE JERSEY CITY YOUTH WORKS PROGRAM

WHEREAS, the nation's slow economic recovery after the Great Recession has resulted in both long-term unemployment and under-employment; and

WHEREAS, despite significant economic development, according to the United States Census Bureau's "2016 American Community Survey" for youth ages 16-19, the City of Jersey City's (City) unemployment rate was estimated to be 12.5%; and

WHEREAS, according to the "National Skills Association analysis of long-term occupational projections from state labor/ employment agency," between 2010-2020, 52% of job openings will be middle-skill in New Jersey; and

WHEREAS, the Mayor's Office is focused on proactively redefining the City's approach to workforce development and addressing youth unemployment in particular; and

WHEREAS, the New Jersey Economic Development Corporation (the "EDC") was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Jersey City Youth Works Program (the "Initiative"), which supports youth employment and internships across the public sector, nonprofit and corporate sectors and the Jersey City Summer Internship Program ("JCSI"), a program that is part of the Initiative that exposes youth to educational internships across the nonprofit and private sectors; and

WHEREAS, the Initiative will engage a network of employers from all sectors of the local economy, including City departments and agencies, from the building trades to municipal government and the corporate sector, to track skills demand and create multiple pathways for career success as it gauges the skill acquisition of our City's youth; and

WHEREAS, the JCSI is designed to help Jersey City public high school students obtain access to a wide array of high-quality internships, primarily across the private sector and with a particular focus on financial services, a sector expected to grow significantly and represent a large portion of projected new and replacement jobs nationwide; and

WHEREAS, the Saturday Jumpstart Program offers free career enrichment and college preparatory sessions to expand employment and career development opportunities for youth; and

WHEREAS, the youth who participate in JCSI will receive educational credits from the Jersey City Public Schools and other participating public schools, in addition to a paid stipend for their work in the program; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

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

TITLE:

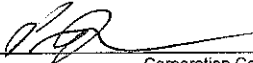
RESOLUTION AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF JERSEY CITY VIA THE JERSEY CITY YOUTH WORKS PROGRAM

1. The City shall create seasonal jobs under the Jersey City Youth Works Initiative that are eligible to be reimbursed by the donations and grants received by the EDC that will be donated to the City; and
2. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$150,000** for the amounts expended via the JCSI program that enable approximately **75** students to receive academic credit and a stipend for their work at the flat rate of **\$2,000** per student; and
3. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$30,000** for the amounts expended via the JCSI Program and the Saturday Jump Start Program to hire seasonal staff members in supervisory or administrative positions; and
4. The Mayor or Business Administrator is authorized to execute the Gift Agreement attached hereto with the EDC detailing how the EDC shall reimburse the City for expenses incurred through the Initiative.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

*R.R.
6-20-18*

Certification Required

Not Required

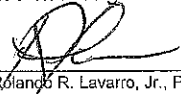
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

 _____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF JERSEY CITY VIA THE JERSEY CITY YOUTH WORKS PROGRAM

Initiator

| | | |
|---------------------|---------------------|-------------------|
| Department/Division | Office of the Mayor | |
| Name/Title | Luis Pacheco | Aide to the Mayor |
| Phone/email | (201) 547-5511 | lpacheco@jcnj.org |

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

Resolution Purpose

To continue and support the Jersey City Youth Works Initiative, which includes the Jersey City Summer Internship Program and the Saturday Jumpstart Program. The programs are designed to help Jersey City youth obtain access to a wide array of high-quality internships and career enrichment opportunities.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

GIFT AGREEMENT

This Agreement, made this _____ day of _____, 2018 between the CITY OF JERSEY CITY (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (the "EDC"), a nonprofit corporation with its principal office located at 298 Academy Street, Jersey City, New Jersey, 07306.

WHEREAS, the nation's slow economic recovery after the Great Recession has resulted in both long-term unemployment and under-employment; and

WHEREAS, despite significant economic development, according to the United States Census Bureau's "2016 American Community Survey" for youth ages 16-19, Jersey City's unemployment rate was estimated to be 12.5%; and

WHEREAS, according to "The Future of the U.S. Workforce: Middle Skills Jobs and the Growing Importance of Postsecondary Education (2012)," 60% of employers state that candidates applying for jobs nationwide lack the relevant skills needed to fill the positions; and

WHEREAS, the Mayor's Office is focused on proactively redefining the City's approach to workforce development and addressing youth unemployment in particular; and

WHEREAS, the EDC was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Jersey City Youth Works Program (the "Initiative"), which supports youth employment and internships across the public sector, nonprofit and corporate sectors and the Jersey City Summer Internship Program ("JCSI"), a program that is part of the Initiative that exposes youth to educational internships across the nonprofit and private sectors; and

WHEREAS, the Initiative will engage a network of employers from all sectors of the local economy, including City departments and agencies, from nonprofits to municipal government and the corporate sector, to track skills demand and create multiple pathways for career success as it gauges the skill acquisition of our city's youth; and

WHEREAS, the JCSI Program's mission seeks to "expand career opportunities and improve academic outcomes of Jersey City high school students through meaningful

professional work experiences” and;

WHEREAS, the JCSI Program was designed to help Jersey City public high school students obtain access to a wide array of high-quality internships, primarily across the private sector and with a particular focus on financial services, a sector expected to grow significantly and represent a large portion of projected new and replacement jobs nationwide; and

WHEREAS, the JCSI Program has been able to serve over 250 public high school youth since 2014 via partnerships with over three dozen companies; and

WHEREAS, the youth who participate in the JCSI Program will receive educational credits from the Board of Education in addition to a paid stipend for their work in the program; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. EDC represents that it has grants available in the sum of **\$180,000** that shall be used for reimbursing stipends paid by the City for positions created within the Jersey City Youth Works Program.

2. The City has created seasonal jobs under the Jersey City Youth Works Initiative that are eligible to be reimbursed by the donations and grants received by the EDC that will be donated to the City by the EDC.

3. The City shall hire approximately 75 students as seasonal employees.

4. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$150,000** for the amounts expended via the JCSI program that enable approximately 75 students to receive academic credit and a stipend for their work at the flat rate of **\$2,000** per student.

5. EDC shall reimburse the city using philanthropic dollars in an amount not to exceed **\$30,000** for the amounts expended via the JCSI Program and the Saturday Jump Start Program to hire seasonal staff members in supervisory or administrative positions.

6. EDC shall provide the City with adequate proof of attendance and/or hours worked to enable payment of all seasonal positions not located within an office maintained by the City.

7. The City shall submit to EDC a request for reimbursement showing all

costs paid by the City for the programs and attaching the supporting invoices detailing the hours paid to the seasonal employees hired hereunder. EDC shall make full payment to the City for the amounts unpaid and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement.

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

CITY OF JERSEY CITY

JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION

By:

By:

Attest:

Attest:

Brian Platt, Business Administrator

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

City Clerk File No. Res. 18-612

Agenda No. 10.Z.10

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE PORT AUTHORITY TRANS HUDSON CORPORATION (PATH) ALLOWING THE CITY OF JERSEY CITY TO PAINT A MURAL ON A WALL OWNED BY PATH AT THE NORTHWEST CORNER OF CHRISTOPHER COLUMBUS DRIVE AND BRUNSWICK STREET

COUNCIL

offered and moved adoption of the

following resolution:

WHEREAS, the City of Jersey City (City) implemented a Mural Arts Program as part of its Keep America Beautiful Project; and

WHEREAS, the purpose of the Mural Arts Program is to utilize the City's vast visual arts community to beautify the City and promote cultural awareness; and

WHEREAS, the City desires to paint a mural on a wall that is owned by the Port Authority Trans Hudson Corporation (PATH) that is located at the northwest corner of Christopher Columbus Drive and Brunswick Street; and

WHEREAS, PATH agrees to permit the City to paint a mural on its wall provided that the City executes the Memorandum of Understanding (MOU) attached hereto; and

WHEREAS, the MOU requires that the City indemnify PATH from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's painting of a mural on of PATH's property; and

WHEREAS, the MOU requires that the City provide a Certificate of Insurance that names PATH as an additional insured.

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

1. The City and its employees, agents, or contractors are authorized to paint a mural on PATH's property located at the northwest corner of Christopher Columbus Drive and Brunswick Street and to perform the activities described in the MOU attached hereto; and

City Clerk File No. Res. 18-612

Agenda No. 10.7.10 JUN 27 2018

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE PORT AUTHORITY TRANS HUDSON CORPORATION (PATH) ALLOWING THE CITY OF JERSEY CITY TO PAINT A MURAL ON A WALL OWNED BY PATH AT THE NORTHWEST CORNER OF CHRISTOPHER COLUMBUS DRIVE AND BRUNSWICK STREET**


- 2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the MOU attached hereto; and
- 3. The term of the MOU shall be effective upon execution of the MOU by City officials and shall continue until cancelled in accordance with the provisions of Section XII of the MOU.

RR
6-15-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0


RR
6-18-18

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES. | ✓ | | |

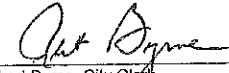
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE PORT AUTHORITY TRANS HUDSON CORPORATION (PATH) ALLOWING THE CITY OF JERSEY CITY TO PAINT A MURAL ON A WALL OWNED BY PATH AT THE NORTHWEST CORNER OF CHRISTOPHER COLUMBUS DRIVE AND BRUNSWICK STREET

Project Manager

| | | |
|---------------------|---------------|-------------------|
| Department/Division | Public Works | |
| Name/Title | Brooke Hanson | |
| Phone/email | 201-687-7019 | BHansson@jcnj.org |

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

Contract Purpose

The City implemented a Mural Arts Program as part of its Keep America Beautiful Project. The City desires to paint a mural on a wall located at the northwest corner of Christopher Columbus Drive and Brunswick Street that is owned by the Port Authority Trans Hudson Corporation (PATH). PATH agrees to permit the City to paint a mural provided that the City executes a Memorandum of Understanding (MOU). The MOU requires that the City indemnify PATH from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's painting of a mural on PATH's property, and it requires that the City name PATH as an additional insured on a Certificate of Insurance.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

99 years

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PORT AUTHORITY
TRANS-HUDSON CORPORATION AND THE CITY OF JERSEY CITY FOR THE
APPLICATION OF A MURAL TO THE NORTHWEST CORNER OF CHRISTOPHER
COLUMBUS DRIVE AND BRUNSWICK STREET**

This Memorandum of Understanding (“MOU”), dated as of _____, 2018, is made by and between The Port Authority Trans-Hudson Corporation (hereinafter referred to as “PATH”), with its office located at 4 World Trade Center, 150 Greenwich Street, New York, NY 10007, and The City of Jersey City (“JERSEY CITY”), with its headquarters located at City of Jersey City, 280 Grove Street, Jersey City, NJ 07302, for the painting of decorative artwork by an artist on behalf of JERSEY CITY (the “Mural”) on a portion of a wall owned by PATH and located at the northwest corner of Christopher Columbus Drive and Brunswick Street (the “Site”), as outlined on “EXHIBIT A”, attached hereto and hereby made a part hereof.

WHEREAS, JERSEY CITY has a program dedicated to spreading the arts throughout the municipality;

WHEREAS, the Office of the Mayor of the City of Jersey City has established a group of individuals to engage in an artist outreach program to work with a range of local, national and international artists to implement a program to apply artwork to the outside surfaces of structures within JERSEY CITY;

WHEREAS, JERSEY CITY previously painted the decorative artwork currently on the Site (the “Prior Artwork”);

WHEREAS, the Prior Artwork is in poor condition;

WHEREAS, JERSEY CITY determined that as part of its arts program it will sponsor an artist to replace the Prior Artwork with the Mural;

WHEREAS, PATH is willing to permit the Mural to be painted on the Site subject to the terms and conditions hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions as herein contained, and other good and valuable consideration, the parties agree as follows:

I. **Purpose.**

As of the Effective Date (as defined in Section IV hereunder), this MOU permits JERSEY CITY to, at its sole cost and expense, (a) remove the Prior Artwork, (b) apply the Mural to the Site, and (c) maintain and repair, as needed, the Mural and the Site (collectively, (a), (b), and (c), the “Work”).

II. **Compensation.**

In lieu of monetary compensation, JERSEY CITY shall, at its sole cost and expense, perform the Work pursuant to the terms and conditions hereunder.

III. **Scope.**

(a) JERSEY CITY has requested that PATH permit JERSEY CITY to replace the Prior Artwork with the Mural.

(b) Artwork designs must meet PATH standards, which are attached hereto and hereby made a part hereof as “EXHIBIT B.”

(c) PATH has approved JERSEY CITY’s proposed Mural, a rendering of which is attached hereto and hereby made a part hereof as “EXHIBIT C.”

(d) PATH has the right, in its sole discretion, to determine at any time that the Mural does not meet PATH standards and that the Mural must be painted over or removed.

(e) During the period of permission granted hereunder, there shall be bi-monthly inspections conducted jointly by PATH and JERSEY CITY of the Site, and, after the application of the Mural has been completed, such inspections shall include the Mural, to determine if repairs to either or both are needed.

IV. **Period of Permission.**

The period of permission granted hereunder shall become effective upon execution of this MOU by both parties hereunder (the "Effective Date"), which will be memorialized in a written notice provided by PATH to JERSEY CITY. The permission granted by this MOU shall expire on the date that is ninety-nine (99) years from and including the Effective Date, unless revoked or terminated by either party in accordance with Section XII hereof. If the Mural is not completed by December 31, 2018 as provided hereunder, then JERSEY CITY must, at its sole cost and expense, perform the work necessary to restore the mural surface at the Site to the same or better condition as existed immediately before the application of the Prior Artwork to the Site.

V. **JERSEY CITY Responsibilities.**

(a) JERSEY CITY shall, at its sole cost and expense, take all steps necessary to completely remove the Prior Artwork as of the Effective Date, including sandblasting, if needed, and perform any repairs to the surface at the Site to prepare the surface Site for the application of the Mural. JERSEY CITY shall finish applying the Mural to the Site by December 31, 2018, subject to force majeure and PATH consent to any extensions.

(b) JERSEY CITY shall maintain security at its sole cost and expense when performing the Work and shall place "Wet Paint Signs" on the northwest corner of Christopher Columbus Drive and Brunswick Street, between two and six feet from each end of the Mural, to advise pedestrians in advance of the Work. JERSEY CITY shall be responsible for maintaining such signage at its sole cost and expense until the paint is completely dry, at which time JERSEY CITY shall promptly remove such signage, but in no event shall the signage remain in excess of three business days after the paint is completely dry.

(c) Scheduling of all Work shall be coordinated with Edward Perara, Program Manager, PATH Capital Project Management Division, One PATH Plaza, 6th Floor, Jersey City, New Jersey, 07306, 201-216-6021, or his duly authorized representative or successor (the “Project Manager”). Prior to the commencement of performance of the Work, JERSEY CITY shall execute and submit to PATH for PATH’s approval a construction application or applications in the form prescribed by PATH pursuant to and in accordance with the Port Authority of New York and New Jersey (the “Port Authority”) Tenant Construction and Alteration Process Manual, an electronic copy of which is available on the Port Authority’s website at www.panynj.gov/business-opportunities/tcap/.

(d) Such application shall include a schedule fully outlining how the painting of the Mural and removal of the Prior Artwork will be accomplished (the “Work Plan”). The Work Plan must include all specific tasks necessary to apply artwork to the Site and remove the Prior Artwork.

(e) JERSEY CITY shall, at least one week prior to commencement of any Work, notify the Project Manager of its entry schedule and shall comply with said Project Manager’s directions with respect to the time and manner of such Work as herein permitted. Except with the prior written approval of the Project Manager, no Work shall be permitted on days designated as holidays on PATH’s calendar, which is available upon request.

(f) During the performance of the Work, JERSEY CITY at all times shall provide and maintain suitable work area protection and take such other protective measures as directed by the PATH Chief Engineer or his duly authorized representative or successor (the “Chief Engineer”) or the Project Manager. PATH will provide personnel services on an as-needed basis, including, but not limited to, flagman, as may be reasonably required by the Chief

Engineer or the Project Manager in connection with the Work, and Jersey City hereby agrees that PATH will be reimbursed within ten (10) days of receipt of an invoice from PATH for the cost of such personnel services.

(g) JERSEY CITY shall keep the property owned by or under the jurisdiction of PATH affected by the Work free of debris. At the end of every day during which JERSEY CITY performs Work, JERSEY CITY shall at its sole cost and expense remove all debris, trash, garbage and any other similar matter from the staging area from which JERSEY CITY is performing the Work which area shall range from six feet on either side of the Site and six feet in front thereof, regardless of whether such matter was generated or placed by JERSEY CITY. Upon expiration or revocation of this MOU, JERSEY CITY shall at its sole cost and expense restore the Site and all areas used in connection with the Work to the same or better condition existing immediately after the Site was prepared for the application of the Mural.

(h) JERSEY CITY shall abide by all applicable state and federal requirements related to storage, dispensing, and disposal of potentially toxic items and hazardous substances, such as certain types of paints. Any storage, dispensing, and disposal of hazardous material shall be subject to PATH review and shall be in conformance with PATH requirements. Under no circumstances shall lead paint be used either in creating the Mural or in the repair or maintenance thereof.

(i) JERSEY CITY shall maintain, repair, and replace at its sole cost and expense the Mural as directed by the Chief Engineer or Project Engineer during the period of permission granted hereunder. Within ten (10) business days from receipt of notice from PATH that a repair or replacement is needed, JERSEY CITY shall repair or replace the Mural and the Site or, if not capable of being completely repaired and replaced within such ten (10) business day period, then

JERSEY CITY shall commence with such repairs and replacements within such ten (10) business day period and continue to diligently perform such repairs and replacements until completed. If JERSEY CITY fails to commence such repairs and replacements within such ten (10) business day period after being requested to do so or has so commenced but is not diligently continuing to make such repairs and replacements, PATH shall have the right to make such repairs and replacements and JERSEY CITY hereby agrees to reimburse PATH for all costs and expenses thereof.

(j) All maintenance, repair, and replacement work undertaken pursuant to this MOU must be performed in compliance and accordance with the Port Authority Tenant Construction and Alteration Process Manual.

(k) During the winter months when snow removal and salting is required, PATH will perform this work in such a manner so as to not damage the Mural to the extent possible. However, should the Mural be damaged as a result of the snow removal and/or salting operation, JERSEY CITY shall be responsible for repairing such damage at its sole cost and expense.

(l) JERSEY CITY shall never have any access to PATH tracks in connection with its performance of the Work approved by this MOU and shall not cross PATH tracks for any reason in order to perform the Work.

VI. **PATH Responsibilities.**

(a) PATH shall not arbitrarily or capriciously withhold or withdraw consent for JERSEY CITY to commence or continue to perform the Work.

(b) Work shall not commence unless the Chief Engineer or the Project Manager shall determine that such Work will not unduly interfere with the operations of PATH.

(c) Should the Chief Engineer or the Project Manager determine that there is a need to suspend the Work, they shall so notify JERSEY CITY in writing at least five days in advance prior to the date that Work is to be suspended, unless the Chief Engineer or the Project Manager determines that there exists an emergency requiring the suspension of the Work. In case of such an emergency, the Chief Engineer or the Project Manager shall suspend the Work by an oral direction and follow up such an oral direction with written notification.

VII. **Indemnification and Insurance.**

(a) JERSEY CITY hereby agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury (including death) of persons directly or indirectly arising out of, as a result of or in connection with the Work, the Site, and/or use of the property of PATH herein permitted including, without limitation, loss, damage, injury or death, and any and all remediation or removal costs and expenses, fines or penalties occurring as a result of the release or threat of release of hazardous and/or toxic wastes or substances or as a result of its compliance or noncompliance with applicable law and any alleged or actual violations of the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A, *et. seq.* (“VARA”). JERSEY CITY further agrees to indemnify and hold harmless PATH, the Port Authority, the Port Authority’s Commissioners, and the President, directors, officers, agents, and employees of PATH and the Port Authority (each an “Indemnified Party”, and collectively, the “Indemnified Parties”) from and against any and all claims, suits, demands, litigations and proceedings based upon any of the risks so assumed or alleging violations of VARA in connection with the Work (the “Claims”), whether just or unjust, fraudulent or not; and for all costs and expenses incurred by any Indemnified Party in the defense, settlement or satisfaction of the Claims, including but not limited to attorneys’ fees and costs of suit. If so directed, JERSEY CITY shall, at no cost and

expense to any Indemnified Party, defend against all Claims, in which event JERSEY CITY shall not, without obtaining express advance written permission from Counsel to PATH, raise any defense involving in any way the jurisdiction of the tribunal over the person of PATH, the immunity of PATH and its President, directors, officers, agents, and employees, the governmental nature of PATH, or the provisions of any statutes respecting suits against PATH.

(b) During the period of permission granted hereunder, JERSEY CITY shall maintain or caused to be maintained by subcontractor, in its own name, cost and expense, a Commercial General Liability Insurance policy including, without limitation, Premises-Operations, Products Liability/Completed Operations and Independent Contractor coverage's in limits of not less than Two Million Dollars and No Cents (\$2,000,000.00) Combined Single Limit per occurrence for Bodily Injury and Property Damage Liability, and an Automobile Liability Insurance policy covering, without limitation, liability arising out of any automobile, specialty use vehicle or mobile equipment; including owned, leased, hired and non-owned automobiles used in connection with the Work, in limits of not less than Two Million Dollars and No Cents (\$2,000,000.00) Combined Single Limit per accident for Bodily Injury and Property Damage Liability. In addition, the policy shall include a Contractual Liability endorsement covering the risks and indemnities JERSEY CITY has assumed under this MOU. The contractual liability endorsement shall include coverage for Work performed within fifty (50) feet of railroad property, as applicable to the scope of work herein. Limits of coverage may be met in combination of primary and excess coverages or under a self-insured retention program.

(c) The aforementioned policies shall name the Indemnified Parties as Additional Insured and Certificate Holders and shall contain a provision that the policies may not be

cancelled, terminated or modified without thirty (30) days written advance notice to the General Manager, Risk Management Division, The Port Authority of New York and New Jersey, 150 Greenwich Street, 19th Floor, New York, New York 10007. Moreover, such policies shall not contain any provisions for exclusions from liability not forming part of the standard, basic unamended and unendorsed Liability Insurance policy, and additional insured (as defined under a policy or in an additional insured endorsement amending the policy's "Who is an Insured" language as the particular policy may provide) shall be afforded coverage and defense as broad as if they were the first named insured, regardless of whether they are otherwise identified as additional insureds under the liability insurance policies, including, without limitation, the Commercial General Liability policy and its coverage for premises-operations and products-completed operations. Such additional insureds status shall be provided regardless of privity of contract. The liability policies and certificates of insurance shall contain separation of insured and severability of interest clauses for all applicable policies, so that coverage will respond as if separate policies were in force for the primary and additional insured. An act or omission of any one of the insureds shall not reduce or void coverage to the other insureds or additional insured. Furthermore, the insurer shall not, without obtaining express advance written permission from Counsel to PATH, raise any defense involving in any way the jurisdiction of the tribunal over the person of PATH, the immunity of PATH and its President, directors, officers, agents, and employees, the governmental nature of PATH, or the provisions of any statutes respecting suits against PATH.

(d) JERSEY CITY shall take out and secure in its own name and at its own cost and expense Worker's Compensation insurance and Employer's Liability insurance in accordance with the requirements of law. JERSEY CITY's insurance policy shall contain Amendments to

Coverage B, Federal Employers Liability Act, in limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence.

(e) JERSEY CITY or their Contractors or subcontractors shall cause to be included in each of its policies, including but not limited to self-insurance policies; coverage for loss, damage, or other insured casualty (as applicable), a waiver of the insurer's right of subrogation against PATH or any of PATH's other additional insured(s) entities in connection with this MOU. Or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if JERSEY CITY waives, or their Contractors and/or Subcontractors has waived before their casualty, the right of recovery against PATH or the other additional insured(s) identified, or (ii) any other form of permission for the release of PATH or other such additional insured(s) identified in connection with the work as described herein.

(f) JERSEY CITY's insurance shall be primary insurance with respect to PATH and other additional insureds in connection with this MOU; and, any insurance or self-insurance maintained by PATH or other additional insureds shall not contribute to any loss or claim with respect to the cause of loss and the negligence of the PATH. Except if and as expressly provided otherwise herein, all losses within the scope of this Section which are not recoverable by insurance or deductible shall be absorbed by JERSEY CITY. Other losses and expenses not covered by insurance shall also be the responsibility of and paid by JERSEY CITY.

(g) In lieu of an insurance policy, PATH may accept a letter of self-insurance from JERSEY CITY, certifying that JERSEY CITY is self-insured up to the limits determined by PATH. The flowing standard immunity clause shall be included in all methods of insurance by JERSEY CITY:

“The insurer(s) shall not, without obtaining express advance written permission from Counsel to PATH, raise any defense involving in any way the jurisdiction of the tribunal over the person of PATH, the immunity of PATH and its President, directors, officers, agents, and employees, the governmental nature of PATH, or the provisions of any statutes respecting suits against PATH.”

(h) To the extent any coverage under this MOU contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds.

(i) PATH may, at any time during the period of permission of this MOU, require JERSEY CITY to modify the limits and coverages of insurance as PATH determines is necessary to protect the interests of PATH.

VIII. Intellectual Property.

(a) Once the application of the Mural to the Site is completed, the Mural will constitute intellectual property. The copyright of the Mural and the rendering attached as Exhibit C to this MOU (the “Copyright Work”) shall remain with the artist who painted the Mural (the “Artist”). Neither JERSEY CITY nor the Artist shall have any real property interest in the Site or otherwise. This MOU does not constitute a transfer of any of PATH’s interest in the Site or in any air space above the Site.

(b) JERSEY CITY represents that it is fully authorized to use the Copyright Work. Without in any way limiting its obligations under Section VII hereunder, JERSEY CITY agrees to indemnify and hold harmless the Indemnified Parties of and from any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of the copyright in the Copyright Work.

(c) Nothing in this MOU grants to JERSEY CITY any right or permission to use any PATH facility trade name, trademark, or other property, other than the limited permission to place the Mural on the Site. JERSEY CITY acknowledges that it shall use or allow the Artist to use JERSEY CITY's own property for ingress and egress to the Site, whether in the form of a sidewalk or otherwise.

(d) During the period of permission granted hereunder, subject to paragraph (e) of this Section and the Section of this MOU entitled "*Revocation and Termination*," PATH agrees not to alter the Mural, it being understood that any repair, replacement, or maintenance of the Site which is deemed by PATH to be necessary or appropriate that incidentally results in an alteration of the Mural shall not constitute a breach by PATH of this MOU.

(e) PATH reserves the right to (i) remove or destroy the Site and (ii) inspect the Site at any time and from time to time.

(f) In the event of revocation or termination of this MOU by either party, or in the event of a casualty that causes material damage to the Site or the Mural, then upon such occurrence JERSEY CITY:

(i) will retain no right, title, or interest in or to any part of the Mural or the Site; and

(ii) shall be deemed to have released and discharged PATH—without the need for the parties to enter into any written agreement—from any and all claims, losses, or damages based on, arising out of, or relating to the Mural including, without limitation, any claim for (1) monetary loss, (2) non-monetary loss, (3) conversion, or (4) infringement.

IX. **Notices.**

(a) All demands and notices or other communications which either Party may be required or may desire to give to the other relating to this MOU (collectively, "Notices") shall be effective only if in writing and if (x) mailed by certified or registered mail, return receipt requested, postage prepaid or (y) personally delivered or (z) delivered by overnight mail using a nationally recognized overnight carrier, as follows.

To JERSEY CITY:

Office of the Mayor
280 Grove Street
City of Jersey City 07102
Attention: Brooke Hansson

To PATH:

PATH Way & Structures Division, 7th Floor
One PATH Plaza
Jersey City, NJ 07306
Attention: John Burkhard, Superintendent

(b) All Notices shall be deemed given and effective as of the date and time received, as evidenced by the written receipt therefor; and in the event delivery of a Notice is refused, such Notice shall be deemed given and effective as of the date and time delivery was attempted. Either Party may, by Notice to the other Party given as hereinabove provided, designate a new address to which, or different attorney(s) or person(s) and their addresses to whom, Notices shall thereafter be mailed or delivered.

X. **Non-Liability of Individuals.**

No commissioner, president, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this MOU or any supplement or amendment to this MOU or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

XI. **Construction and Application of Terms.**

(a) The Section headings in this MOU are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(b) If any clause, provision or section of this MOU shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(c) The parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this MOU or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

(d) This MOU does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever except PATH and JERSEY CITY, whether upon a theory of third-party beneficiary or otherwise.

(e) Notwithstanding any other term or provision hereof, this MOU does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

XII. Revocation and Termination.

This MOU may be revoked by PATH or terminated by JERSEY CITY upon thirty (30) days' written notice, with or without cause.

XIII. Governing Law.

This MOU and any claim, dispute or controversy arising out of, under or related to this MOU, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligations of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles.

XIV. Waiver of Trial by Jury; Counterclaims.

JERSEY CITY waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by PATH against JERSEY CITY with respect to the Site or this MOU and/or in any action that may be brought by PATH to recover fees, damages, or other sums due and owing under this MOU. JERSEY CITY specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by PATH unless such claims would be deemed waived if not so interposed.

XV. Counterparts.

This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XVI. **Entire Agreement.**

This MOU is a complete statement of all agreements between the parties with respect to its subject matter. Any amendment, modification, alteration, change or waiver must be in writing and signed by both parties. The parties acknowledge that neither has made any warranties or representations except those expressly stated herein.

The rest of the page was intentionally left blank.

IN WITNESS OF WHEREOF, the Parties have signed this MOU as of the date
hereof.

Name:
Title:
The City of Jersey City

Date

Name:
Title:
Port Authority Trans Hudson Corporation

Date

| PATH Use Only: | |
|--------------------------|-------------------------|
| Approval as to Terms: | Approval as to Form: |
| | |

CT

EXHIBIT A

Wall Location



EXHIBIT B

Categories of images that PATH will not approve for display

PATH shall reject an image that meets one or more of the below characteristics:

- i. Demeaning or disparaging. The image contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an image contains such material, the decision maker acting on behalf of PATH in accordance with these guidelines will determine whether a reasonably prudent person, using prevailing community standards, would believe that the image contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
- ii. Tobacco. The image promotes the sale or use of tobacco or tobacco-related products, including depicting such products.
- iii. Profanity. The image contains profane language.
- iv. Violence. The image contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- v. Unlawful goods, services or conduct. The image, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, including but not limited to any unlawful or illegal action based on a person's race, color, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military service, discharge status or sources of income.
- vi. Nudity. The image contains depictions of unclothed or uncovered human genitals, buttocks or the female breast below a point immediately above the top of the areola, or the covered male genitals in a discernibly turgid state.
- vii. Obscenity. The image contains obscene material that depicts patently offensive or excretory activities so as to satisfy the definition of obscene material as contained in N.J.S.A. 2C:34-2, as amended from time to time.
- viii. Distribution of Obscenity to Minors. The image contains material which, if sold or loaned to a minor with knowledge of its character and content, would give rise to a violation of N.J.S.A. 2C:34-3, as amended from time to time.

- ix. Prurient sexual suggestiveness. The image contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of these guidelines, the term “minor” shall mean a person under eighteen (18) years of age.
- x. Sexual suggestiveness of minors. The image contains an image of a person who appears to be a minor in a sexually suggestive dress, pose, or context.
- xi. “Adult”-oriented goods or services. The image promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17,” nude dance clubs, adult telephone services, escort services and establishments, stores and internet sites selling materials described in sections (viii-ix).
- xii. Political campaign, political issue or religious speech. The image (1) refers to a specific ballot question, initiative petition, or referendum, (2) refers to any candidate for public office, (3) refers to a political issue, regardless of viewpoint, or (4) contains or promotes a religious message, regardless of viewpoint.
- xiii. Adverse to PATH. The image, or material contained or used in it, is directly adverse to the commercial or administrative interests of PATH, or that tends to disparage the quality of service provided by PATH, or that tends to disparage public/mass transportation generally.
- xiv. Endorsement. The image, or any material contained or used in it, implies or declares an endorsement by PATH, the Port Authority of New York and New Jersey (“the Port Authority”), or either the states of New York or New Jersey, of any service, product, or point of view, without prior written authority of PATH or a duly authorized representative of either the States of New York or New Jersey. PATH reserves the right to require that an image on or in its Facilities include a prominent disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, PATH, the Port Authority or either the States of New York or New Jersey.
- xv. False, misleading, or deceptive speech. The image, or any content thereof, is false, misleading, or deceptive in any material respect.
- xvi. Libelous speech, copyright infringement, violation of law. The image or any material contained or used in it, is libelous or an infringement of copyright, or is otherwise in violation of applicable law in the jurisdiction in which it is to be displayed.

- xvii. Unsafe behavior. The image encourages or depicts unsafe behavior with respect to driving, commuting or transit-related activities, such as the non-use of normal safety precautions in driving, or awaiting, boarding, riding upon or disembarking from transit vehicles.

EXHIBIT C

Mural Rendering



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

City Clerk File No. Res. 18-613

Agenda No. 10.Z.11

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN EVENT AGREEMENT WITH MC PIGGYBACK HOSPITALITY LLC IN CONNECTION WITH THE FREEDOM & FIREWORKS 4th OF JULY FESTIVAL

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City ("Event") and is utilizing during the Event various private properties owned by affiliates of Mack-Cali Realty, L.P. including the interior ground floor of Plazas I, II & III and adjoining outdoor walkway ("Event Premises"); and

WHEREAS, the Event Premises adjoins the Piggyback Bar, a bar/restaurant owned and operated by MC Piggyback Hospitality LLC ("Piggyback") that utilizes plenary retail consumption liquor license number 0906-33-184-012 ("Licensed Premises"); and

WHEREAS, in order to provide for the service of alcoholic beverages for the Event on the Event Premises Mack-Cali Realty, L.P. and the City have requested that Piggyback obtain permission from the State and City Alcohol Beverage Control Boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event ("Extended Licensed Premises"); and

WHEREAS, the City and Piggyback acknowledge that as a condition of obtaining a permit from the State and City Alcohol Beverage Control Boards to sell alcoholic beverages on the Extended Licensed Premises at the Event that alcoholic beverages must be sold exclusively by Piggyback and all proceeds from the sale of alcohol during the Event must go solely and directly to Piggyback; and

WHEREAS, in order for Piggyback to sell alcoholic beverages on the Extended Licensed Premises at the Event the parties must execute an Event Agreement.

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 Event Agreement attached hereto.

RR
6-20-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

R.R.
6-20-18

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | | ✓ | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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.

4578635.2

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN EVENT AGREEMENT WITH MC PIGGYBACK HOSPITALITY LLC IN CONNECTION WITH THE FREEDOM & FIREWORKS 4th OF JULY FESTIVAL

Project Manager

| | | |
|---------------------|----------------|------------------------|
| Department/Division | Administration | |
| Name/Title | Brian Platt | Business Administrator |
| Phone/email | 547-5147 | BPlatt@jcnj.org |

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

Contract Purpose

The City is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City ("Event") and is utilizing during the Event various private properties owned by affiliates of Mack-Cali Realty, L.P. including the interior ground floor of Plazas I, II & III and adjoining outdoor walkway ("Event Premises"). The Event Premises adjoins the Piggyback Grill, a bar/restaurant owned and operated by MC Piggyback Hospitality LLC ("Piggyback") that has a plenary retail alcohol beverage control consumption license. In order to provide for the service of alcoholic beverages for the Event on the Event Premises the City has requested that Piggyback obtain permission from the State and City Alcohol Beverage Control Boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event. In order for Piggyback to sell alcoholic beverages on the Extended Licensed Premises at the Event the parties must execute an Event Agreement.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

City's July 4th festival

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

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into this ____ day of June, 2018 by and between MC Piggyback Hospitality L.L.C. ("Piggyback") with an address of c/o Mack-Cali Realty, L.P., Harborside 3, 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311 and the City of Jersey City ("Jersey City") with an address of 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, Jersey City is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City (the "Event") and utilizing various private properties owned by affiliates of Mack-Cali Realty, L.P., including the interior ground floor of Plazas I, II & III and adjoining outdoor walkway during the Event (the "Event Premises"); and

WHEREAS, the Event Premises adjoins the Piggyback Grill, a bar/restaurant owned and operated by Piggyback utilizing plenary retail consumption license number 0906-33-184-012 (the "Licensed Premises"); and

WHEREAS, in order to provide for the service of alcoholic beverages for the Event on the Event Premises Mack-Cali Realty, L.P. and the City have requested that Piggyback obtain permission from the requisite State and local alcoholic beverage control boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event ("Extended Licensed Premises");

WHEREAS, the City and Piggyback acknowledge that as a condition of obtaining a permit from the requisite State and local alcoholic control boards to sell alcoholic beverages on the Extended Licensed Premises at the Event that alcoholic beverages must be sold exclusively by Piggyback and all proceeds from the sale of alcohol during the Event must go solely and directly to Piggyback.

NOW, THEREFORE, the undersigned hereby agrees as follows

1. Piggyback shall file a Petition to Extend the Licensed Premises so that alcoholic beverages can be served on the Extended Licensed Premises during the Event.
2. The City and Piggyback agree that alcoholic beverages shall be sold exclusively by Piggyback and all proceeds from the sale of alcohol during the Event shall go solely and directly to Piggyback

This Agreement may be executed by facsimile or email/pdf and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Piggyback and Jersey City have caused this Agreement to be duly executed under seal effective as of the day and year first above written.

MC Piggyback Hospitality L.L.C.

By: _____
Gary T. Wagner, Vice President

City of Jersey City

By: _____

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

City Clerk File No. Res. 18-614

Agenda No. 10.Z.12

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN EVENT AGREEMENT WITH MC JERSEY CITY HOSPITALITY LLC IN CONNECTION WITH THE FREEDOM & FIREWORKS 4th OF JULY FESTIVAL

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City ("Event") and is utilizing during the Event various private properties owned by affiliates of Mack-Cali Realty, L.P. including a private parking lot and an adjoining outdoor walkway area ("Event Premises"); and

WHEREAS, the Event Premises adjoins the Lutze Biergarten, a bar/restaurant owned and operated by MC Jersey City Hospitality L.L.C. that utilizes plenary retail consumption liquor license number 0906-33-229-013 ("Licensed Premises"); and

WHEREAS, in order to provide for the service of alcoholic beverages for the Event on the Event Premises Mack-Cali Realty, L.P. and the City have requested that MC obtain permission from the State and City Alcohol Beverage Control Boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event ("Extended Licensed Premises"); and

WHEREAS, the City and MC acknowledge that as a condition of obtaining a permit from the State and City Alcohol Beverage Control Boards to sell alcoholic beverages on the Extended Licensed Premises at the Event that alcoholic beverages must be sold exclusively by MC and all proceeds from the sale of alcohol during the Event must go solely and directly to MC; and

WHEREAS, in order for MC to sell alcoholic beverages on the Extended Licensed Premises at the Event the parties must execute an Event Agreement.

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 Event Agreement attached hereto with MC Jersey City Hospitality LLC.

RR
6-20-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | | ✓ | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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.

4578681
Randall R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

R.R.
6-20-18

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN EVENT AGREEMENT WITH MC JERSEY CITY HOSPITALITY LLC IN CONNECTION WITH THE FREEDOM & FIREWORKS 4th OF JULY FESTIVAL

Project Manager

| | | |
|---------------------|----------------|------------------------|
| Department/Division | Administration | |
| Name/Title | Brian Platt | Business Administrator |
| Phone/email | 547-5147 | BPlatt@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 City is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City ("Event") and is utilizing during the Event various private properties owned by affiliates of Mack-Cali Realty, L.P. including a private parking lot and an adjoining outdoor walkway area ("Event Premises"). The Event Premises adjoins the Luitze Biergarten, a bar/restaurant owned and operated by MC Jersey City Hospitality LLC ("MC") that has a plenary retail alcohol beverage control consumption license. In order to provide for the service of alcoholic beverages for the Event on the Event Premises the City has requested that MC obtain permission from the State and City Alcohol Beverage Control Boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event. In order for MC to sell alcoholic beverages on the Extended Licensed Premises at the Event the parties must execute an Event Agreement.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

City's July 4th festival

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into this ____ day of June, 2018 by and between MC Jersey City Hospitality L.L.C. ("MC") with an address of c/o Mack-Cali Realty, L.P., Harborside 3, 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311 and the City of Jersey City ("Jersey City") with an address of 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, Jersey City is hosting its Fifth Annual Freedom & Fireworks 4th of July Festival on July 4, 2018 in downtown Jersey City (the "Event") and utilizing various private properties owned by affiliates of Mack-Cali Realty, L.P. including a private parking lot located at 242 Hudson Street, Jersey City, New Jersey and the adjoining outdoor walkway area (the "Event Premises"); and

WHEREAS, the Event Premises adjoins the Luitze Biergarten, a bar/restaurant owned and operated by MC utilizing plenary retail consumption license number 0906-33-229-013 (the "Licensed Premises"); and

WHEREAS, in order to provide for the service of alcoholic beverages for the Event on the Event Premises Mack-Cali Realty, L.P. and the City have requested that MC obtain permission from the requisite State and local alcoholic beverage control boards to extend the Licensed Premises for the Event to the Event Premises so that alcoholic beverages can be served during the Event ("Extended Licensed Premises"); and

WHEREAS, the City and MC acknowledge that as a condition of obtaining a permit from the requisite State and local alcoholic control boards to sell alcoholic beverages on the Extended Licensed Premises at the Event that alcoholic beverages must be sold exclusively by MC and all proceeds from the sale of alcohol during the Event must go solely and directly to MC.

WHEREAS, Jersey City and MC agree all proceeds from the sale of alcohol during the Event go directly to MC.

NOW, THEREFORE, the undersigned hereby agrees as follows

1. MC shall file a Petition to Extend the Licensed Premises so that alcohol can be served on the Extended Licensed Premises during the Event.
2. The City and MC agree that alcoholic beverages shall be sold exclusively by MC and all proceeds from the sale of alcohol during the Event shall go solely and directly to MC.

This Agreement may be executed by facsimile or email/pdf and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, MC and Jersey City have caused this Agreement to be duly executed under seal effective as of the day and year first above written.

MC Jersey City Hospitality L.L.C.

By: _____
Gary T. Wagner, Vice President

City of Jersey City

By: _____

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

City Clerk File No. Res. 18-615

Agenda No. 10.Z.13

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH SOUTH JERSEY ELECTRIC VEHICLES FOR THE PROVISION OF GOLF CARTS TO BE USED BY STAFF DURING THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL ON JULY 4, 2018

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

WHEREAS, the City of Jersey City through the Office of Cultural Affairs intends to rent 10 golf carts; and

WHEREAS, the City solicited multiple quotes from vendors and received the lowest price from South Jersey Electric Vehicles, with a business address of 1322 Doughty Road Egg Harbor Township, NJ 08234; and

WHEREAS, South Jersey Electric Vehicles has submitted an invoice to the City and will provide the golf carts for a total of \$3,100.00; and

WHEREAS, South Jersey Electric Vehicles requires to be named as an additional insured by the City; and

WHEREAS, funds in the amount of \$3,100.00 are available in Account No. #01-201-30-412-304.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with South Jersey Electric Vehicles, with a business address of 1322 Doughty Road Egg Harbor Township, NJ 08234; and
2. The total contract amount for these services shall not exceed the sum of \$3,100.00; and
3. The Risk Manager is authorized to issue a Certificate of Insurance that names South Jersey Electric Vehicles as an additional insured party for this event; and

I hereby certify that funds in the amount of \$3,100.00 are available in Account No. #01-201-30-412-304 for payment of this resolution. **PO #129555**

Donna Mauer, Chief Financial Officer

JACK
6/18/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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 CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH SOUTH JERSEY ELECTRIC VEHICLES FOR THE PROVISION OF GOLF CARTS TO BE USED BY STAFF DURING THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL ON JULY 4, 2018

Initiator

| | | |
|---------------------|-------------------|--|
| Department/Division | Mayor's Office | Office of Cultural Affairs |
| Name/Title | Christine Goodman | Director of Office of Cultural Affairs |
| Phone/email | 201-547-4303 | cgoodman@jcnj.org |

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

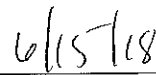
Resolution Purpose

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH SOUTH JERSEY ELECTRIC VEHICLES FOR THE PROVISION OF GOLF CARTS TO BE USED BY STAFF DURING THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL ON JULY 4, 2018

I certify that all the facts presented herein are accurate.



Signature of Department Director



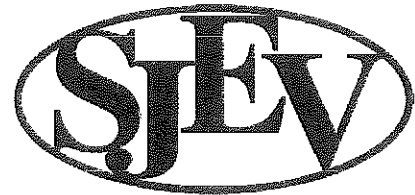
Date

Signature of Purchasing Director

Date

SOUTH JERSEY ELECTRIC VEHICLES

1322 Doughty Road
Egg Harbor Township, NJ 08234
(609) 641-1052
sales@drivegreenwithsjev.com
http://drivegreenwithsjev.com



PROPOSAL

ADDRESS

Jersey City Office of Cultural Affairs
280 Grove Street
2nd Floor, Room 215
Jersey City, NJ 07302

SHIP TO

Contact: Catherine Deadwyler
Telephone: 201-547-4656
Email: cdeadwyler@jcnj.org

PROPOSAL # 2153

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|----------|----------|
| Rental Date: 07/04/2018 (1 Exchange Place) | | | |
| Utility Vehicle Rental, Gasoline Powered | 4 | 150.00 | 600.00 |
| 4/ Passenger Car Rental, Gasoline Powered | 4 | 150.00 | 600.00 |
| 6/ Passenger Vehicle Rental, Gasoline Powered | 2 | 200.00 | 400.00 |
| Freight Charge/ Transportation | | 1,500.00 | 1,500.00 |

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state, local, personal property taxes and insurance are not included. All credit terms must be approved by South Jersey Electric Vehicles, LLC prior to delivery. Customer to submit, if required, credit information for credit approval. Lead-time of 6 to 8 weeks normally required.

TOTAL \$3,100.00

Accepted By

Accepted Date



TOURNAMENT FLEET RENTAL AGREEMENT

This is an agreement between South Jersey Electric Vehicles, LLC 1322 Doughty Road, Egg Harbor Township, NJ 08234, hereafter know as the SJEV and:

NAME: JERSEY CITY CULTURAL AFFAIRS
BILLING ADDRESS: 280 Grove Street, 2nd Floor, Room 215, Jersey City, NJ 07304
CONTACT: Catherine Deadwyler PHONE# 201-547-4656 EMAIL: cdeadwyler@jcnj.org

RENTAL PERIOD: July 4th, 2018
DELIVERY ADDRESS: Jersey City Freedom & Fireworks Festival, 1 Exchange Place, Jersey City, NJ 07302
DELIVERY DATE: Tuesday, July 3, 2018 PICKUP DATE: Thursday, July 5, 2018
*****There Are NO Cancellations Upon Delivery Of Vehicles*****

Customer agrees to rent the vehicle(s) for the length of time stated below. If customer retains the vehicle(s) after expiration of the lease, all terms and conditions of the lease shall remain in effect. Customer hereby acknowledges that he/she is familiar with the operation, use and maintenance of the vehicle. All keys must be removed from vehicle(s) when not in use. Customer represents that he/ she is a licensed driver and that the vehicle(s) will be used in a safe and prudent manner, in accordance with all instructions on the equipment. If SJEV equipment is stolen or damaged in any way while in the customer's possession, customer is liable for the full amount of the loss to SJEV and agrees to pay the entire loss to SJEV within 30 days of receipt of loss. Customer agrees to make no alterations to the vehicle(s) and equipment, and agrees to return the vehicle(s) and equipment in the same condition as received. If vehicle or equipment is damaged or in disrepair upon return, regardless of fault, customer agrees to reimburse SJEV, within 30 days, for all necessary repairs or replacement. Customer agrees not to sublease or allow others not party to this agreement to operate the vehicle(s) without express written consent of SJEV. Customer agrees not to assign this agreement. SJEV retains the right to take possession of any vehicle(s) at any time. Observation of unsafe or inappropriate behavior will be unconditionally the opinion of a SJEV employee. No refund or rental fees will be issued by SJEV for vehicle(s) repossessed. SJEV shall not be liable for any damage or injury to customer or any other person occurring during the term of this agreement, and customer agrees to indemnify and protect SJEV and their agents, officers, directors, successors, employees and assigns from any and all liability, loss, damage, injury, claim, demand, penalty, cause of action, costs, expenses, and attorney fees arising from the use and operation of vehicle(s) and equipment. Please make note of any visible damage to the vehicle(s) upon receipt. Customer will be responsible for all damage to the vehicle(s) while in their possession. Customer is responsible for tire and battery maintenance.

Additional damage fees include, but are not limited to: Removal of stickers, tape, adhesive, paint, \$200.00; Tampering with mechanical settings, \$500.00; Towing fee, \$100.00; Unreturned key(s), \$5.00/key; Security Lock, \$20.00.

Fee of \$150.00 will be charged for any service call required during rental period.

| | | Initial |
|--------------------------|--|---------------|
| FOR THE USE OF: | 4 Gasoline Powered Utility Vehicles @ \$150.00 Per Car x 1 Day | \$ 600.00 |
| | 4 Gasoline Powered 4/Passenger Vehicle @ \$150.00 Per Car x 1 Day | \$ 600.00 |
| | 2 - Gasoline Powered 6/Passenger Vehicles @ \$200.00 Per Car x 1 Day | \$ 400.00 |
| FREIGHT CHARGE: | | \$ 1,500.00 |
| SALES TAX (6.625%)****** | | <u>EXEMPT</u> |
| TOTAL***** | | \$ 3,100.00 |

**PAYMENT TERMS: TAX EXEMPT FORM IF APPLICABLE
CERTIFICATE OF INSURANCE NAMING SJEV AS ADDITIONAL INSURED
PAYMENT DUE AT DELIVERY OR NO LATER THAN 30 DAYS OF INVOICE BY PO#**

SOUTH JERSEY ELECTRIC VEHICLES, LLC
Jennifer S. Holcombe
Jennifer S. Holcombe

Rental Manager

The party executing this agreement represents that they have full agreement on behalf of
Club:
Signed _____
Date: _____

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

City Clerk File No. Res. 18-616
Agenda No. 10.Z.14
Approved: JUN 27 2018



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C., 101 HUDSON REALTY LLC and 15 EXCHANGE PLACE CORP. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS

COUNCIL offered and moved adoption of the following resolution.

WHEREAS, MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., are the owners of certain property adjacent to the Exchange Place Path Station in the City of Jersey City (collectively referred to as "Owner"); and

WHEREAS, the City of Jersey desires to utilize a portion of the property as a staging area and to allow parking for fireworks to be displayed on July 4, 2018 [Event Space]; and

WHEREAS, the Owner has agreed to allow the City to utilize the Event Space to set up, operate and clean-up for the event, between July 2, 3, 4 and 5, 2018, under the terms and conditions set forth in the Agreement attached hereto; and

WHEREAS, the Agreement will specify the City's responsibilities to the owner, including an indemnification and hold harmless agreement by which the owner will be held harmless for injuries to participants within the Event Space arising from the event activities on the Event Space or for damage to the Event Space.

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

1. The Mayor or Business Administrator is hereby authorized to execute an agreement with MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., allowing the City to use property located adjacent to the Exchange Place Path Station in Jersey City on July 2, 3, 4 and 5, 2018 for a staging area and parking for fireworks to be displayed on July 4, 2018.

TITLE:

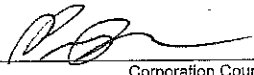
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C., 101 HUDSON REALTY LLC and 15 EXCHANGE PLACE CORP. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS.

2. The City's Risk Manager is authorized to issue a Letter of Self Insurance to MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., to cover this activity.
3. The Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deem appropriate or necessary.
4. The Mayor or Business Administrator is also authorized to execute any other documents that may be necessary to effectuate the purposes of this Resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0


R.R.
6-15-18


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| | | | | 6.27.18 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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.


 4559450-2
 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") is made as of the ____ day of June, 2018 by CITY OF JERSEY CITY whose address is 280 Grove Street, Jersey City, New Jersey ("Indemnitor") and is being provided to MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CAL-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. AND 101 HUDSON REALTY LLC whose address is c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Jersey City, New Jersey 07311 and 15 EXCHANGE PLACE CORP. whose address is c/o Hartz Mountain _____, 400 Plaza Drive, Secaucus, New Jersey 07094 (collectively, "Indemnitee").

WITNESSETH

WHEREAS, the Indemnitor desires to utilize Indemnitee's property located at Plaza IV, Jersey City, New Jersey, Plaza VI, Jersey City, New Jersey, Hudson Street, Pearl Street and Plaza 8/9, Jersey City, New Jersey and the atrium at Plazas II and III, Jersey City, New Jersey (collectively "The Event Space"), as depicted on Exhibit A attached hereto and made a part hereof, for the purpose of a staging area, pedestrian access, carnival rides and attractions, food tents and trucks and parking for fireworks to be displayed on July 4, 2018 adjacent to the Exchange Place Path Station in Jersey City, New Jersey ("The Event").

WHEREAS, the Indemnitee has agreed to allow the Indemnitor to utilize The Event Space for the preparation for, conducting of and clean-up for the The Event which shall take place only on July 2, 3, 4 and 5, 2018, under the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. The recitals set forth above are incorporated herein.
2. Indemnitee shall not be liable in any way to Indemnitor or any of its vendors contractors, invitees, or guests, or to any other person, for any loss, damage or expense which they may sustain or incur in connection with, as a result of, during or in any way relating to The Event, whether such loss, damage or expense shall result from the carelessness or negligence of Indemnitee, its agents, employees, guests, invitees or licensees, or the carelessness of any other tenant, its agents, employees, guests invitees or licensees.
3. In consideration for this Agreement, Indemnitor hereby authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnitee's affiliate, MC Jersey City Hospitality L.L.C. and MC Piggyback Hospitality L.L.C., to file a petition to expand the licensed premises covered by the liquor license for the Lutze

Biergarten and the Piggyback Bar to include the walkways adjacent to and surrounding the Lutze Biergarten and the Piggyback Bar and the walkways adjacent to the Lutze Biergarten and Plazas II and III, including the tables and chairs located thereon as depicted on Exhibit ____, to permit liquor sales and consumption on such walkways on July 4, 2018.

Indemnitor hereby further authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnitee's affiliate, MC Jersey City Hospitality L.L.C. to obtain catering permits from the New Jersey Division of Alcoholic Beverage Control to permit liquor license sales and consumption at 2 Exchange Place, the Owen Grundy Pier Park, 101 Hudson Street and Plaza 4A and the walkways adjacent thereto, including the tables and chairs located thereon as further depicted on Exhibit _____.

4. Indemnitor shall indemnify, defend and save harmless Indemnitee, Mack-Cali Realty, L.P., Mack-Cali Realty Corporation, Roseland Residential L.P., Roseland Residential Trust, Harborside Unit A Urban Renewal L.L.C., Ironstate Harborside-A LLC and Ironstate Holdings LLC and their respective affiliates, principals, representatives, agents and employees (the "Other Indemnitees") from and against (a) any and all claims (i) arising from the breach of any term or condition in this Agreement, or (ii) arising from the conducting of, operation of, or management of, The Event by Indemnitor, its vendors, contractors, invitees, or guests or any of their employees, agents, contractors, or invitees, on or about The Event Space during The Event or during the period of time, if any prior to The Event that Indemnitor may have been given access to The Event Space to prepare for The Event or (iii) arising from any careless, negligent or otherwise wrongful act or omission of Indemnitor or any of its vendors, contractors, invitees, or guests or any of their employees, agents, contractors or invitees who participate in any way in connection with The Event, or (iv) connected with or in any way relating to The Event and (b) all costs, expenses and liabilities incurred in or in connection with each such claim, and any action or proceeding brought thereon. In case any action or proceeding be brought against Indemnitee or the Other Indemnitees by reason of any such claim, Indemnitor, upon notice from Indemnitee or any of the Other Indemnitees, shall resist and defend such action or proceeding, at Indemnitor's sole cost and expense, utilizing legal counsel selected by Indemnitee or the Other Indemnitees.

5. Indemnitor covenants and agrees to provide, on or before The Event, a Certificate of Insurance (or its equivalent recognizing that Indemnitor will self-insure as a governmental authority) demonstrating that the Indemnitor has obtained a comprehensive policy of general liability insurance naming the Indemnitee, and the Other Indemnitees, as additional named insureds, insuring Indemnitor, Indemnitee and the Other Indemnitees against any liability which can be insured against, resulting from any act or omission on or about The Event Space and any appurtenances thereto. Such Certificate shall also indicate that the policy covers Indemnitor's liability under this Agreement and provide evidence of Workers' Compensation in an amount meeting statutory requirements. Such

policy is to be written by an insurance company qualified to do business in the State of New Jersey. The policy shall be with limits of not less than \$5,000,000, in respect of any one person, in respect of any one accident, and in respect of property damage. The policy shall also contain a provision which provides that Indemnitee shall receive at least 10 days prior written notice before the insurance carrier cancels or modifies such insurance.

6. Indemnitor shall properly police The Event, which Jersey City police shall be present at all times during The Event.
7. (a) Indemnitor shall not generate, handle, dispose, bring store or discharge or permit the generation, handling, disposal, bringing, storage or discharge of any hazardous substances or wastes, as those terms are defined in the Environmental Cleanup Responsibility Act (NJSA 13:1k-6 et sq), in, upon or about The Event Space or the Building in connection with The Event.

(b) Indemnitor shall be permitted to serve alcoholic beverages in The Event Space during The Event, under the following terms and conditions:
 - (i) There shall be no charges whatsoever to any attendees of The Event for alcoholic beverages including without limitation any entrance fees or donations.
 - (ii) Indemnitor's liability insurance policy obtained pursuant to paragraph 4 of this Agreement shall contain Host Liquor Liability Coverage for The Event: and
 - (iii) Indemnitor maintains adequate supervision and control of all those serving and being served alcoholic beverages.
8. Indemnitor shall comply with all laws, ordinances, rules, and regulations applicable to or affecting The Event and/or The Event Space during The Event.
9. Indemnitor shall remove from The Event Space by 5 p.m. on July 5, 2018, and within the time permitted for The Event, all property used in connection with The Event, and shall leave The Event Space in broom clean condition free of debris. In the event the Indemnitor or its contractors fails to remove such property, or otherwise holds over after the expiration of the time permitted for The Event, Indemnitor shall be liable to Indemnitee for any costs that Indemnitee incurs as a result of Indemnitor's violation of this paragraph 9, plus 20% of such costs to cover Indemnitee's overhead and administrative expenses. In no event shall Indemnitor insert stakes, posts, poles or any other object into the ground, parking lot or any other surface area of the Building.
10. Indemnitor hereby covenants and represents to Indemnitee that the activities conducted at The Event or in connection with The Event will not in any way: (a) disturb the quiet enjoyment of the tenants in the Harborside complex, (b) limit access of the tenants at the

Harborside complex to any common areas of the Harborside complex and/or (c) disrupt the ingress or egress of the tenants at the Harborside complex. If, in Indemnitee's sole discretion, Indemnitor's use violates this paragraph 10, Indemnitor may terminate this Agreement.

11. To the extent such waiver is permitted by law, the Indemnitor hereby waives its right to a trial by jury in any action or proceeding brought in connection with this Agreement.
12. If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. The right of Indemnitor to utilize The Event Space in accordance with this Agreement shall constitute a revocable license only and shall not grant Indemnitor any property or ownership rights in The Event Space or create a partnership or joint venture between Indemnitor and Indemnitee.
14. Indemnitor hereby warrants and represents to Indemnitee that Indemnitor has the power and authority to enter into this Agreement and the person executing this Agreement on behalf of Indemnitor personally warrants and represents that he or she has the requisite authority to execute this Agreement on behalf of Indemnitor. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single agreement. Indemnitor expressly agrees that if the signature of Indemnitee and/or Indemnitor on this Agreement is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

| | |
|---|--|
| <p><u>INDEMNITOR:</u></p> <p>CITY OF JERSEY CITY</p> <p>By: _____ Name: Robert J. Kakoleski Title: Business Administrator</p> | <p><u>INDEMNITEE:</u></p> <p>M-C PLAZA IV L.L.C.</p> <p>By: Mack-Cali Realty, L.P., Member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>CAL-HARBOR IV URBAN RENEWAL ASSOCIATES, L.P.</p> <p>By: Mack-Cali Sub X, Inc. general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>PLAZA VIII & IX ASSOCIATES L.L.C.</p> <p>By: M-C Harsimus Partners L.L.C. member</p> <p>By: Roseland Residential, L.P., member</p> <p>By: Roseland Residential Trust, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |

| | |
|--|---|
| | <p>M-C PLAZA V. L.L.C.</p> <p>By: Mack-Cali Realty, L.P., member</p> <p>By: Mack-Cali Realty Corporation, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>CAL-HARBOR V. URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub X, Inc., general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>M-C PLAZA VI & VII L.L.C.</p> <p>By: Roseland Residential, L.P., member</p> <p>By: Roseland Residential Trust, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub XI, Inc., its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |

| | |
|--|---|
| | <p>M-C PLAZA II & III L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>CALI-HARBORSIDE (FEE) ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub X, Inc., general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>MACK-CALI PLAZA I L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>CAL-HARBOR V LEASING ASSOCIATES L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |

| | |
|--|---|
| | <p>CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: M-C So. Pier L.L.C., a general partner</p> <p>By: Mack-Cali Realty, L.P. sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>HARBORSIDE UNIT A URBAN RENEWAL, L.L.C.</p> <p>By: _____ Name: Title:</p> |
| | <p>CAL-HARBOR VII LEASING ASSOCIATES L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>M-C HARBORSIDE PROMENADE L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |

| | |
|--|---|
| | <p>101 HUDSON REALTY L.L.C.</p> <p>By: 101 Hudson Holding L.L.C., sole member</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>M-C HUDSON L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p> |
| | <p>15 EXCHANGE PLACE CORP.</p> <p>By: _____ Name: Title:</p> |

EXHIBIT A

MAYOR STEVEN M. FULOP, THE JERSEY CITY MUNICIPAL COUNCIL & THE OFFICE OF CULTURAL AFFAIRS PRESENT

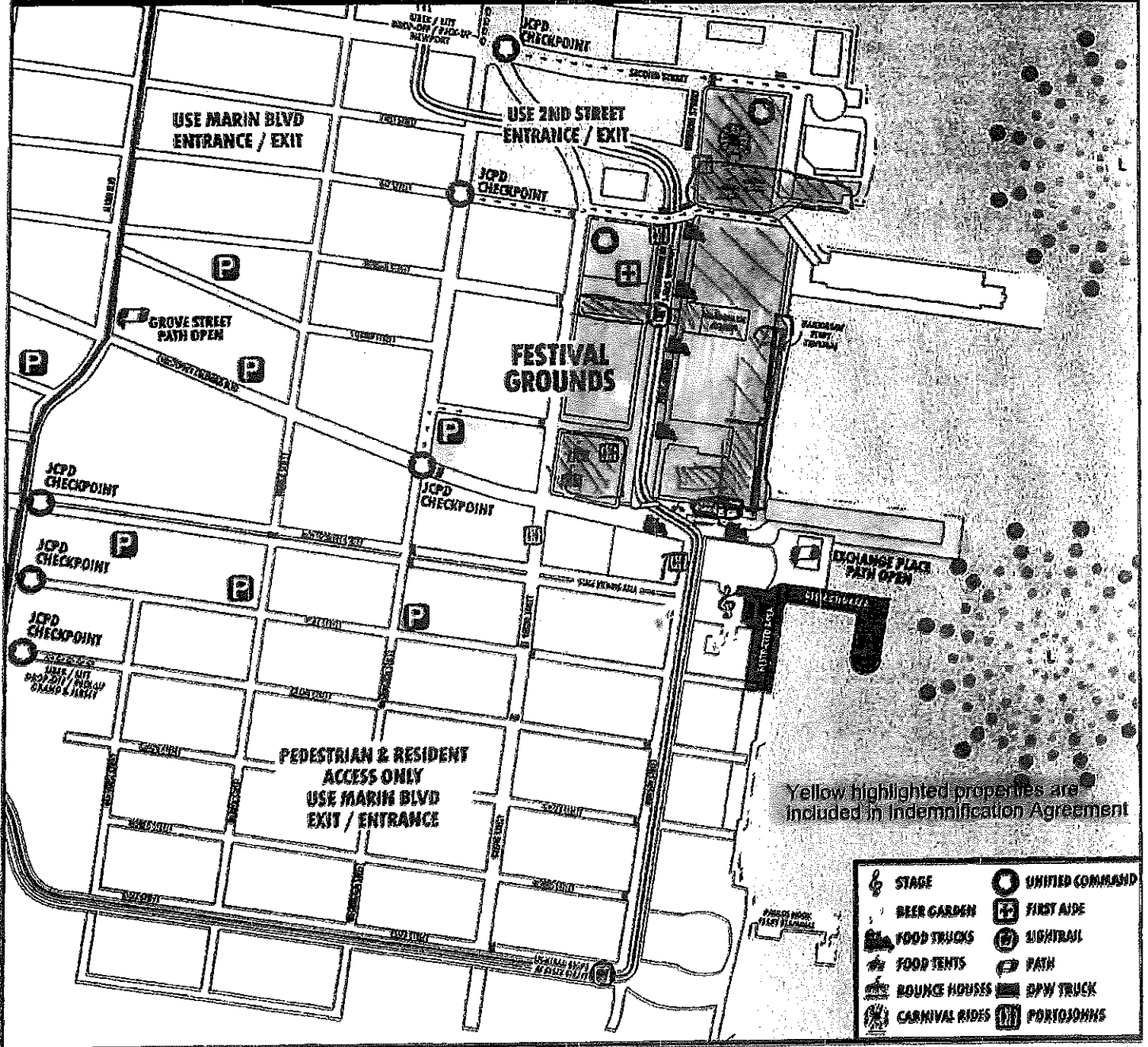
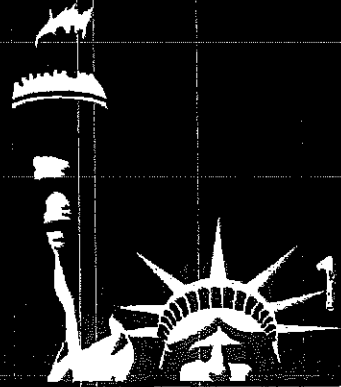


EXCHANGE PLACE 2018
MONTGOMERY ST
AT THE HUDSON RIVER

4TH
OF
JULY

12-10 PM

LIVE MUSIC FOOD KIDS' ZONE



Yellow highlighted properties are included in Indemnification Agreement

| | | | |
|--|----------------|--|-----------------|
| | STAGE | | UNIFIED COMMAND |
| | BEER GARDEN | | FIRST AIDE |
| | FOOD TRUCKS | | SIGHTSAIL |
| | FOOD TENTS | | PATH |
| | BOUNCE HOUSES | | DPW TRUCK |
| | CARNIVAL RIDES | | PORTOJOHNS |



PRESENTED BY
MAYOR STEVEN M. FULOP
& THE JERSEY CITY
MUNICIPAL COUNCIL

EXHIBIT A TO INDEMNIFICATION AGREEMENT

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

City Clerk File No. Res. 18-617

Agenda No. 10.Z.15

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell fourteen (14) motor vehicles.
 2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.
 3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
 4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
 5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
 6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
 7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
 8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.
- (Continued on page 2)

City Clerk File No. Res. 18-617

Agenda No. 10.Z.15 JUN 27 2018

TITLE:

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

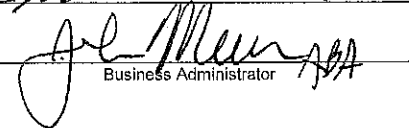
| | <u>Year</u> | <u>Make</u> | <u>Type</u> | <u>VIN#</u> | <u>Minimum Bid</u> |
|----|-------------|-------------|-------------|-------------------|--------------------|
| 1 | 2005 | TOY | 4DR | 4T1BK36B85U010882 | \$27,178.20 |
| 2 | 2007 | CHR | 4DR | 2A4GP44R77R261601 | \$54,128.00 |
| 3 | 2001 | MB | SUV | 4JGAB54E01A276896 | \$53,742.80 |
| 4 | 2004 | CHE | 4DR | 2G1WF52E449272988 | \$26,889.30 |
| 5 | 2003 | TOY | 2DR | 2T1CF22P13C604121 | \$26,857.20 |
| 6 | 2008 | CHE | 4DR | 1G1AL58F187164919 | \$26,825.10 |
| 7 | 1987 | HON | MC | JH2PC1905HM000294 | \$21,111.30 |
| 8 | 1996 | BMW | CONV | WBABK832XTET93783 | \$20,308.80 |
| 9 | 1999 | FOR | VAN | 1FTNE242XXHB37974 | \$18,368.60 |
| 10 | 2000 | MIT | 4DR | 4A3AA46G1YE105557 | \$8,624.40 |
| 11 | 2014 | DOD | 4DR | 1C3CDFCB6ED668259 | \$8,624.40 |
| 12 | 1999 | FORD | 4DR | 1FAFP13P1XW124537 | \$8,560.20 |
| 13 | 2010 | NIS | 4DR | JN8AS5MV3AW128060 | \$7,789.80 |
| 14 | 2006 | GMC | 4DR | 1GKET63M362302706 | \$14,901.80 |

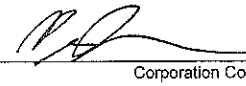
June 13, 2018

APPROVED: 

APPROVED AS TO LEGAL FORM

RR
6-15-18

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

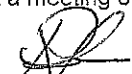
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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 PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

Project Manager

| | | |
|---------------------|--------------------------------|---|
| Department/Division | DPW | Automotive |
| Name/Title | Hector Ortiz Martin Valenti | Asst. DPW Director Asst. 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 City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- ✦ The City is offering to sell fourteen (14) motor vehicles.
- ✦ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✦ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✦ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award

Auction Resolution

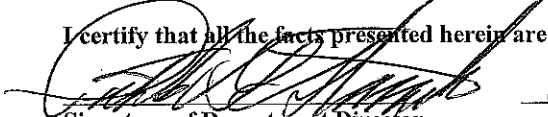
If "Other Exception", enter type

[Empty box for other exception type]

Additional Information

[Empty box for additional information]

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/14/18
Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 18-618
 Agenda No. 10.Z.16
 Approved: JUN 27 2018



TITLE:

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MAY 24, 2018 FOR LIGHT AUTOMOTIVE REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED
 ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City received seven (7) bids on May 24, 2018; and

WHEREAS, the formula in the bid specification for determining the low bid was incorrect and caused some bidders to miscalculate their total bid amounts; and

WHEREAS, the City's Director of the Division of Automotive Maintenance recommends that all bids be rejected and the contract be rebid immediately using a revised bid calculation formula; and

WHEREAS, N.J.S.A. 40A: 11-13.2 (d) authorizes the rejection of all bids when a substantial revision of the bid specifications needs to be made; and

WHEREAS, the City desires to reject all bids received on May 24th, 2018.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on May 24th, 2018 for light automotive repairs are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

PS/sb
 June 18, 2018

APPROVED: *Silviana Baynaut* 06/18/18
 Patrick G. Stamato, Director, Department of Public Works
 APPROVED: *[Signature]* CORPORATION COUNSEL
 Business Administrator

R.P.
6-18-18

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

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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 REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MAY 24, 2018 FOR LIGHT AUTOMOTIVE REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

| | | |
|---------------------|--------------------------------|---|
| Department/Division | DPW | Automotive |
| Name/Title | Hector Ortiz Martin Valenti | Asst. DPW Director Automotive Director |
| Phone/email | 201-547-4400 201-547-4422 | ortizh@jenj.org mvalenti@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 City received seven (7) bids on May 24, 2018.
- * The formula in the bid specification for determining the low bid was incorrect and caused some bidders to miscalculate their total bid amounts.
- * The City's Director of the Division of Automotive Maintenance recommends that all bids be rejected and the contract be rebid immediately using a revised bid calculation formula.
- * N.J.S.A 40A: 11-13.2 (d) authorizes the rejection of all bids when a substantial revision of the bid specifications needs to be made.
- * The City desires to reject all bids received on May 24th, 2018.
- * Because of the above stated reasons which are incorporated herein, all bids received on May 24th, 2018 for light automotive repairs are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award

Rejection Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Silviana Daryman
 Signature of Department Director *for p.s.* Date *06/18/18*

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 18-619

Agenda No. 10.Z.17

Approved: JUN 27 2018

TITLE:



RESOLUTION RATIFYING A SEVEN (7) MONTH EXTENSION OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14.198, approved on March 26, 2014, awarded a four-year contract in the total amount of \$198,163.20 to Canon Business Solutions for 10 color copiers for various locations for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the contract for the 10 color copiers ended on March 25, 2018; and

WHEREAS, the City has another contract for 100 black and white copiers which is due to expire on October 31, 2018; and

WHEREAS, the City expects to receive better bid prices as a result of combining the two contracts into one contract; and

WHEREAS, it is in the City's best interests to have one contract for 110 copiers instead of having two separate contracts; and

WHEREAS, it is necessary to extend the color copier contract for seven (7) months so that the City can bid one contract for the supplying of black and white copiers and color copiers; and

WHEREAS, funds in the amount of \$ 32,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

WHEREAS, funds are encumbered for this contract extension not to exceed \$ 32,000.00.

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

- 1) The extension of the contract with Canon Solutions America, Inc. for 10 color copiers for the Department of Public Works for a period of seven (7) months effective as of March 26, 2018 is hereby ratified; and
- 2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law.

(Continued on page 2)

City Clerk File No. Res. 18-619

Agenda No. 10.Z.17

TITLE: **JUN 27 2018**

RESOLUTION RATIFYING A SEVEN (7) MONTH EXTENSION OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 18-01-201-31-433-304** for payment of the above resolution.

PO # 129530

June 15, 2018

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

*R.B.
6-18-18*

Certification Required
Not Required
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|--------|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ABSENT | | | 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 RATIFYING A SEVEN (7) MONTH EXTENSION OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

| | | |
|---------------------|--------------|------------------------|
| Department/Division | DPW | Director's Office |
| Name/Title | Steve Miller | Confidential Assistant |
| Phone/email | 201-547-4904 | stevem@jcnj.org |
| | | |

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

Contract Purpose

The purpose of this resolution is to provide:

- ✦ The City of Jersey City has a contract for ten (10) color copiers with Canon Solutions.
- ✦ It is the best interests of the City to have one contract for black and white copiers and color copiers.
- ✦ The contract for black and white copiers ends in October 2018.
- ✦ It is necessary to extend the color copier for seven (7) months.
- ✦ The City spent about \$150,000.00 in 2017.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-31-433-304 (Unclassified Operating)
Extension Amount=\$32,000.00

Contract is valid through October 31, 2018.

Type of award

State Contract - Extension

**If "Other Exception", enter type
Additional Information**

I certify that all the facts presented herein are accurate.

[Handwritten Signature]
Signature of Department Director

06/15/18
Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 14.198

Agenda No. 10.2.8

Approved: MAR 26 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CANON BUSINESS SOLUTIONS FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF (10) TEN COLOR COPIER MACHINES PURSUANT TO N.J.S.A. 40A:11-5(4)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) needs (10) ten color copier machines for its various Departments and Divisions; and

WHEREAS, N.J.S.A. 40A:11-5(4) authorizes the City to informally solicit at least three quotations for the leasing, maintenance and supplies of color copier machines and accepted a proposal if the lowest responsible quotation is at least 10% less than what the City would be charged for identical copier machines, in the same quantities, under a State contract awarded pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, this solicitation process is referred to as an Open Market solicitation; and

WHEREAS, the Purchasing Agent conducted an Open Market solicitation for a (48) forty eight months lease, maintenance and supplies and received the following proposals:

| | | |
|-------------------------------------|--------------|--------------------|
| Canon Business Solutions | \$198,163.20 | Open Market |
| Canon Business Solutions | \$233,126.40 | State Contract/GSA |
| Atlantic Tomorrow Office Technology | \$230,976.00 | State Contract/GSA |
| DupliTron | \$254,107.20 | Open Market |

WHEREAS, Canon Business Solutions submitted the lowest price for a (48) forty eight months lease of \$198,163.20; and

WHEREAS, Canon Business Solutions prices are at least 10% less than the prices available under State contract for the leasing, maintenance and supplies of color copier machines; and

WHEREAS, the Purchasing Agent has certified that the prices submitted by Canon Business Solutions for the leasing, maintenance and supplies of color copier machines are fair and reasonable; and

WHEREAS, the City will have the option to lease additional color copiers as and when needed for the same price during the term of this contract; and

WHEREAS, funds are available for this expenditure in Account No.:01-201-31-433-304; and

WHEREAS, the City is acquiring these goods directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City's Director of Public Works, Michael Razzoli has determined and certified in writing that the value of the contract will exceed \$17,500; and

(Continued on Page 2 of 3)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CANON BUSINESS SOLUTIONS FOR THE LEASING AND MAINTENANCE OF COLOR COPIER MACHINES PURSUANT TO N.J.S.A. 40A:11-5(4)

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Canon Business Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Canon Business Solutions has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one (1) year, and that the contract will prohibit Canon Business Solutions from making any reportable contributions during the term of the contract;

WHEREAS, Canon Business Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification prior to the award of this contract; and

WHEREAS, Canon Business Solutions has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-120 adopted on September 3, 2008.

WHEREAS, funds in the amount of \$10,000.00 are available in the 2014 temporary budget for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 01-201-31-433-304; and

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

1. Canon Business Solutions proposal to lease, maintain color copier machines to the City of Jersey City is accepted and a contract in the amount of \$198,163.20 awarded to Canon Business Solutions;
2. The term of the contract shall be (48) forty eight months commencing on April 1, 2014;
3. This contract is awarded pursuant to N.J.S.A. 40A:11-5(4) of the Local Public Contracts Law without formal advertising because the contract amount is at least 10% less than the State contract price for the same copier machines under State contract.
4. Pursuant to N.J.S.A. 40A:11-5(4), the Purchasing Agent shall file within five working days of the contract award, a copy of the purchase order, the requisition for the purchase order, if applicable, and documentation identifying the prices for the copier machines under the State contract, and the State contract number;
5. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
6. Upon certification by an official or employee of the City authorized to receive the goods and services pursuant to the contract, that 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.;
7. The City's Purchasing Agent is directed to have a contract drawn up and executed;
8. Pursuant to N.J.S.A. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 fiscal year permanent budget and in subsequent fiscal year budgets; and

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CANON BUSINESS SOLUTIONS FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF (10) TEN COLOR COPIER MACHINES PURSUANT TO N.J.S.A. 40A:11-5(4)

9. 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.

1. Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that funds in the amount of \$10,000.00 are available in Account No.:01-201-31-433-304.

Total Contract Amt (48 mos): \$198,163.20 PO # 112960

Temporary Encumbrance: \$10,000.00 Account No.:01-201-31-433-304

[Signature]
 Robert Kakoleski, Acting Business Administrator

Peter M. Folgado for: 3.11.14
 Peter Folgado, Purchasing Agent, RPPO, QPA

PF/pv
 3/10/14

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

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.26.14 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES. | ✓ | | |

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

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

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

[Signature]
 Robert Byrne, 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 : Canon Solutions America Inc
Address : 300 Commerce Square Blvd Burlington NJ 08016
Telephone No. : 609-699-4700
Contact Name : _____

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Canon Solutions America Inc.

Address: 300 Commerce Square Blvd Burlington NJ 08816

Telephone No.: 609-699-4700

Contact Name: _____

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

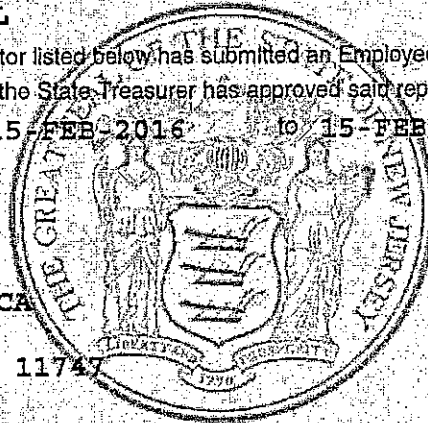
Certification 23820

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**

CANON SOLUTIONS AMERICA
ONE CANON PARK
SUFFOLK

NY 11747



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

05/16/13

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

| STATE OF NEW JERSEY | | BUSINESS REGISTRATION CERTIFICATE | | DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282 | |
|---------------------|--|--|----------|--|---------|
| TAXPAYER NAME: | CANON SOLUTIONS AMERICA, INC. | TRADE NAME: | | SEQUENCE NUMBER: | 0058553 |
| ADDRESS: | 300 COMMERCE SQ BLVD BURLINGTON NJ 08016-1270 | ISSUANCE DATE: | 05/16/13 | | |
| EFFECTIVE DATE: | 05/01/11 | | | | |
| FORM BRC | | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | | | |

**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 Canon Solutions America, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (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: Canon Solutions America, Inc.

Signed: *Naoki Sannomiya* Title: Senior VP Marketing

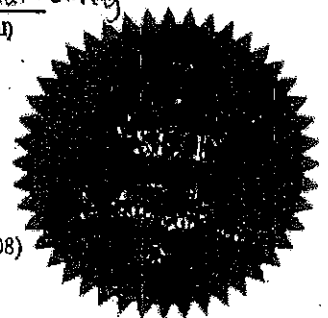
Print Name: Naoki Sannomiya Date: 5/14/18

Subscribed and sworn before me
this 11th day of May, 2018.

My Commission expires:

Pamela Marino
PAMELA MARINO
NOTARY PUBLIC, State of New York
No. D1MA5048376
Qualified in Suffolk County
Commission Expires June 19, 2019

Naoki Sannomiya
(Affiant)
Senior Vice President, Marketing
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine Robinson |

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned. * Canon Solutions America, Inc. is 100% owned by Canon U.S.A., Inc.

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: **Canon Solutions America, Inc.**

Signature of Affiant: *Necoki Sanyamya* Title: Senior VP Marketing
 Printed Name of Affiant: Necoki Sanyamya Date: 5/11/18



| | | |
|--|--|--|
| Subscribed and sworn before me this <u>11th</u> day of <u>May</u> , 2018. | PAMELA MARINO NOTARY PUBLIC, State of New York No. 016845045376 Qualified in Suffolk County Commission Expires June 18, 2019 | <u><i>Pamela Marino</i></u> (Witnessed or attested by) _____ (Seal) |
| My Commission expires: | | |

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

City Clerk File No. Res. 18-620

Agenda No. 10.Z.18

Approved: JUN 27 2018

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF THINKCENTRE COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) computers are being replaced because the leased computer equipment must be returned this year; 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 a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Lenovo US, Inc., 1009 Think Place, Morrisville, North Carolina 27560 is in possession of State contract A87720, and will provide the computers for a total contract amount of one hundred four thousand, seven hundred dollars (\$104,700.00); and

WHEREAS, funds are available for this contract in the Capital Account;

| Acct # | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-129-990 | 129570 | A40121 | \$104,700.00 |

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 \$104,700.00 for the purchase of computers is awarded to Lenovo US, Inc.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF THINKCENTRE COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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 Capital Account:

| Acct # | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-129-990 | 129570 | A40121 | \$104,700.00 |

Approved by: Katrina M. Vega - RPA Jr. June 14, 2018
 Peter Folgado, Director of Purchasing
 RPPO, QPA Date

PF/pw/RR
6/14/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | 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

B.R.
6-15-18

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 LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF THINKCENTRE COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

| | | |
|---------------------|-----------------------|------------------------|
| Department/Division | Administration | Information Technology |
| Name/Title | Bernadette Kucharczuk | Director |
| Phone/email | 201-547-4442 | BKucharczuk@cnj.org |

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

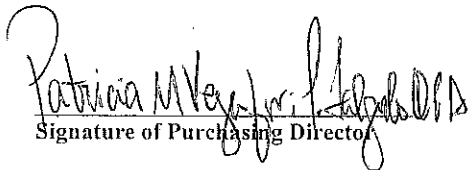
Resolution Purpose

Currently, the City uses leased computers. The leased equipment must be returned this year. This purchase will implement a phased computer replacement program. The long-term goal of the program is to replace 20% of computers each year and rotate the equipment in the inventory to improve overall capability and satisfaction with the hardware.

I certify that all the facts presented herein are accurate.


Signature of Department Director

11 June 2018
Date


Signature of Purchasing Director

6.14.18
Date

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.

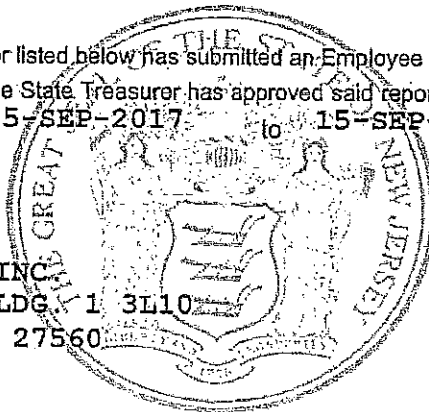
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees 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: Melissa Freeman Contract Execution Manager
Representative's Signature: Melissa Freeman
Name of Company: Lenovo (United States), Inc.
Tel No.: 919-294-0609 Date: 5/10/18

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-SEP-2017** to **15-SEP-2020**



LENOVO UNITED STATES INC.
1009 THINK PLACE - BLDG. 1 3L10
MORRISVILLE NC 27560



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LENOVO (UNITED STATES) INC.
Trade Name: LENOVO
Address: 1009 THINK PLACE
MORRISVILLE, NC 27560-9002
Certificate Number: 1140879
Effective Date: April 14, 2009
Date of Issuance: June 11, 2018

For Office Use Only:
20180611150156265

**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 : Lenovo (United States), Inc.
Address : 1009 Think Place, Morrisville NC 27560
Telephone No. : 919-294-0609
Contact Name : Melissa Freeman

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

Customer Name: CITY OF JERSEY CITY
Customer Number: 1213634614



Quotation No. Q-00110519
Created On: 6/8/2018
Last Updated: 6/8/2018
Master Contract No. MC00074951

Sales Representative: Patrick Holloman
Phone Number: 919-874-3349
Email: pholloman@lenovo.com
Contract: NJ M-0483 / Lenovo 40121

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email to place your order.

PRODUCT AND SERVICES DETAILS

| Part Number | Description | Qty | Unit Price | End Date | Total |
|--------------------|--|-----|------------|-----------|---------------------------|
| 10M8S42900 | ThinkCentre M710S, Intel i7-7700 (3.60GHz, 8MB), Windows 10 Pro 64, 8.0GB, 1x256GB SSD PCIe, Integrated Graphics, SATA DVD-R, (x), 4YR Onsite NBD | 100 | \$862.00 | 8/12/2018 | \$86,200.00 |
| Grand Total | | | | | \$86,200.00 USD |



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

TERMS AND CONDITIONS

After 8/7/2018, prices and discounts are subject to change. Upon acceptance of this price quotation, the special price offering will be available between the start and end dates under the terms and conditions stated below.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

Thank you for choosing Lenovo!

Customer Name: CITY OF JERSEY CITY
Customer Number: 1213634614



Quotation No. Q-00110523
Created On: 6/8/2018
Last Updated: 6/8/2018
Master Contract No. MC00074951

Sales Representative: Patrick Holloman
Phone Number: 919-874-3349
Email: pholloman@lenovo.com
Contract: NJ M-0483 / Lenovo 40121

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email to place your order.

PRODUCT AND SERVICES DETAILS

| Part Number | Description | Qty | Unit Price | End Date | Total |
|-------------|---|-----|------------|-----------|--------------------|
| 61BCMAR6US | ThinkVision T24v-10 23.8 inch Wide FHD VOIP Monitor | 100 | \$185.00 | 3/23/2019 | \$18,500.00 |
| Grand Total | | | | | \$18,500.00 USD |



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. Ask us how!

TERMS AND CONDITIONS

After 8/7/2018, prices and discounts are subject to change. Upon acceptance of this price quotation, the special price offering will be available between the start and end dates under the terms and conditions stated below.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/lnc/tc2.pdf>

Thank you for choosing Lenovo!



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer
MAURICE GRIFFIN
ACTING Director

Amendment #: 03 (Revised)
M-0483
Solicitation #: 16-R-24098

TO: All Using Agencies
DATE: March 31, 2017
FROM: James E. Strype, Procurement Lead
SUBJECT: NASPO ValuePoint Computer Equipment

Please be advised that contract M0483 has been extended as noted:

| Vendor | State Contract # | Expiration Date | New Expiration Term in Years |
|-----------------------------|------------------|-----------------|------------------------------|
| ACE TECHNOLOGY PARTNERS LLC | 89964 | March 31, 2020 | 3 |
| CISCO SYSTEMS INC | 89966 | March 31, 2018 | 1* |
| COMPUTER TECHNOLOGY LINK | 89971 | March 31, 2020 | 3 |
| DELL MARKETING LP | 89967 | March 31, 2020 | 3 |
| EMC CORPORATION | 89968 | March 31, 2020 | 3 |
| FIREFLY COMPUTERS LLC | 89970 | March 31, 2020 | 3 |
| FUJITSU AMERICA INC | 89972 | March 31, 2018 | 1* |
| HEWLETT PACKARD ENTERPRISE | 40116 | March 31, 2018 | 1* |
| HITACHI DATA SYSTEMS CORP | 89975 | March 31, 2020 | 3 |
| HOWARD INDUSTRIES INC | 89976 | March 31, 2020 | 3 |
| HP INC | 89974 | March 31, 2020 | 3 |
| IBM CORPORATION | 40047 | March 31, 2018 | 1* |
| LENOVO UNITED STATES INC | 40121 | March 31, 2020 | 3 |
| MICROSOFT CORPORATION | 40166 | March 31, 2020 | 3 |
| NETAPP INC | 89977 | March 31, 2020 | 3 |
| NIMBLE STORAGE INC | 89978 | March 31, 2020 | 3 |
| ORACLE AMERICA INC | 42967 | March 31, 2018 | 1* |
| PANASONIC CORPORATION | 89980 | March 31, 2018 | 1* |
| PURE STORAGE INC | 89981 | March 31, 2018 | 1* |
| TEGILE SYSTEMS INC | 41458 | March 31, 2018 | 1* |
| TINTRI INC | 40294 | March 31, 2018 | 1* |
| TRANSOURCE SERVICES CORP | 89982 | March 31, 2020 | 3 |
| XIOTECH CORPORATION | 89983 | March 31, 2020 | 3 |

All other terms and conditions remain the same.
Please retain this amendment with your Notice of Award for future reference.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
- o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

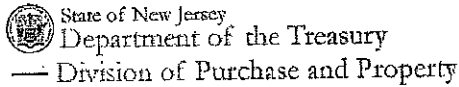
| Vendor | NASPO ValuePoint Master Agreement # | NJ State Contract # |
|--|--|----------------------------|
| Ace Technology Partners, LLC | MNWNC-101 | 89964 |
| Cisco Systems, Inc. | MNWNC-105 | 89966 |
| Computer Technology Link Corp (CTL) | MNWNC-106 | 89971 |
| Dell Marketing LP | MNWNC-108 | 89967 |
| EMC Corporation | MNWNC-109 | 89968 |
| Firefly Computers, LLC | MNWNC-110 | 89970 |
| Fujitsu America Inc. | MNWNC-111 | 89972 |
| Grace Global Inc. | MNWNC-112 | 89973 |
| HP Inc. | MNNVP-133 | 89974 |
| Hewlett Packard Enterprise | MNNVP-134 | 40116 |
| Hitachi Data Systems Corporation | MNWNC-113 | 89975 |
| Howard Industries Inc. | MNWNC-114 | 89976 |
| IBM Corporation | MNWNC-116 | 40047 |
| Lenovo | MNWNC-117 | 40121 |
| Microsoft Corporation | MNWNC-119 | 40166 |
| Netapp Inc. | MNWNC-121 | 89977 |
| Nimble Storage Inc. | MNWNC-122 | 89978 |
| Oracle America Inc. | MNWNC-123 | 42967 |
| Panasonic Corporation of North America | MNWNC-124 | 89980 |
| Pure Storage Inc. | MNWNC-125 | 89981 |
| Tegile Systems Inc | MNWNC-127 | 41458 |
| Tintri Inc. | MNWNC-128 | 40294 |
| Transource Service Corp. | MNWNC-130 | 89982 |
| Xiotech Corporation | MNWNC-132 | 89983 |

The contract term is October 1, 2015 through March 31, 2018.

1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.



**Notice of Award
Term Contract(s)**

**M-0483
NASPO VALUEPOINT COMPUTER**

| |
|--------------------------|
| Vendor Information |
| Authorized Dealers |
| By Vendor |
| Email to JOSEPH WOODSIDE |

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (12 kb)
- [Method of Operation](#) Adobe PDF (220 kb)
- [Amendment #1 - Vendor Information Change](#) Adobe PDF (17 kb)
- [Amendment #2 - Contract Cancellation](#) Adobe PDF (17 kb)
- [Amendment #3 - Contract Extension #1 to 3/31/2020](#) Adobe PDF (23 kb)
- [Amendment #4 - Contract Extension #2 to 3/31/2020](#) Adobe PDF (51 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

5

NOAs By Number

NOAs By Title

Search NOAs

| | |
|------------------------------------|--------------------------------|
| Index #: | M-0483 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 10/01/15 TO: 03/31/20 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |
| Vendor Name & Address: | SEE VENDOR INFORMATION SECTION |
| For Procurement Bureau Use: | |
| Solicitation #: | 24098 |
| Bid Open Date: | 00/00/00 |
| CID #: | |
| Commodity Code: | |
| Set-Aside: | NONE |

| | |
|---|--|
| Expiration Date: | 03/31/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | HP INC 11403 COMPAQ CENTER W ACO DEPARTMENT HOUSTON, TX 77070 |
| Contact Person: | DEBRA LEE |
| Contact Phone: | 847-922-2977 |
| Order Fax: | 000-000-0000 |
| Contract#: | 89974 |
| Expiration Date: | 03/31/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | IBM CORPORATION STERLING MEADOW RD 300 LONG MEADOW RD STERLING FOREST, NY 10979 |
| Contact Person: | KAREN SCHNEIDER |
| Contact Phone: | 720-397-5563 |
| Order Fax: | 000-000-0000 |
| Contract#: | 40047 |
| Expiration Date: | 03/31/19 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVILLE, NC 27560-9002 |
| Contact Person: | MELISSA DUDASH |
| Contact Phone: | 919-294-0609 |
| Order Fax: | 000-000-0000 |
| Contract#: | 40121 |
| Expiration Date: | 03/31/20 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | MICROSOFT CORPORATION 5335 WISCONSIN AVE NW |

| | | EST QUANTITY | UNIT | % DISCOUNT | |
|---|--|-------------------------------|------|------------|------------|
| 00005 | COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| Vendor: HP INC | | Contract Number: 89974 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00002 | COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00003 | COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| Vendor: IBM CORPORATION | | Contract Number: 40047 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00002 | COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| Vendor: LENOVO UNITED STATES INC | | Contract Number: 40121 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: | 1.000 | EA | NET | N/A |

| | DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | | | | |
|--------------------------------------|---|-------------------------------|------|------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00002 | COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00003 | COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00004 | COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00005 | COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| Vendor: MICROSOFT CORPORATION | | Contract Number: 40166 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00002 | COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO | 1.000 | EA | NET | N/A |
| Vendor: NETAPP INC | | Contract Number: 89977 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00001 | COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] | 1.000 | EA | NET | N/A |

IBM CORPORATION

| |
|---|
| Contract Manager |
| Karen Schneider 720.397.5563 kasch@us.ibm.com |
| Quotes and Ordering Information |
| Chris Bradley 732-926-2251 cabradle@us.ibm.com |
| Eric Rice 770-863-1572 erice2@us.ibm.com |
| Russell Boles 770-863-1823 rusboles@us.ibm.com |
| Website |
| www.howardcomputers.com/naspo2015/ |

LENOVO (UNITED STATES) INC.

| |
|--|
| Contract Manager |
| Melissa Autrey Freeman 919-294-0609 mautrey@lenovo.com |
| Quotes and Ordering Information |
| State and Local Government |
| Howard Tobias State and Local Field Sales Representative htobias@lenovo.com 917-841-5079 |
| Chris Boemermann State and Local Inside Sales Representative boemermann@lenovo.com 866-426-8334 x2940585 |
| Education |
| Neil Estevez Northern NJ Education Field Sales Representative neestev@lenovo.com 732-412-2376 |
| Lyndsay Leach Northern NJ Education Inside Sales Representative lleach@lenovo.com 866-426-8334 x2945685 |
| Eileen Weldon Southern NJ Education Field Sales Representative eweldon@lenovo.com 609-385-7335 |

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

City Clerk File No. Res. 18-621

Agenda No. 10.Z.19

WITHDRAWN



RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO LILYPAD EV, LLC FOR PROVIDING CAR CHARGING STATIONS AND ELECTRIC VEHICLE SERVICE EQUIPMENT IN JERSEY CITY

**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City ("City") desires to reduce vehicle emissions and increase the use of zero-emissions vehicles across the City; and

WHEREAS, the City is seeking to increase the use of electric vehicles by providing publicly accessible charging stations for electric vehicles ("charging stations"); and

WHEREAS, the City requires the services of a qualified contractor with specific expertise relating to charging stations to provide the above listed services and achieve the above listed objectives; and

WHEREAS, Resolution 17-804, approved on October 11, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract for the installation and operation of charging stations at various locations throughout Jersey City; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the users of the charging station will pay a fee for using the charging stations and the City will receive a percentage of the fee as well as a percentage of the advertising revenue generated by any advertisements that may be on the charging stations; and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") and received three proposals on March 6, 2018; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to LilyPad EV, LLC, located at 9801 W. 100th Terrace, Overland Park, KS, 66212; and

WHEREAS, LilyPad EV, LLC has agreed to provide and deliver products and services in the manner specified by the City; and

WHEREAS, LilyPad EV, LLC has agreed to pay the City 90 percent of the charging stations user fees and 100 percent of the advertising revenue generated by the charging stations; and

WHEREAS, public electric vehicle charging is a new service which has not been deployed in comparable environments, and as such the dollar value of this concession and the revenue generated from it cannot be estimated; and

TITLE:

WITHDRAWN

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY
BID CONTRACT TO LILYPAD EV, LLC FOR PROVIDING CAR
CHARGING STATIONS AND ELECTRIC VEHICLE SERVICE
EQUIPMENT IN JERSEY CITY**

WHEREAS, the term of the contract is two years, with options to renew the contract for three additional one-year terms; and

WHEREAS, it is estimated it will cost the City \$76,000.00 for the installation and maintenance of the charging stations during the first year of the contract and \$79,000.00 during the second year of the contract; and

WHEREAS, funds in the amount of \$76,000.00 are available from:

Account No. **04-215-55-183-991**, P.O. # **192571** and

Account No. **04-215-55-183-992**, P.O. # **192572**.

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract is awarded to LilyPad EV, LLC to provide the City with charging stations and electric vehicle service equipment;
2. The concession contract is awarded for a term of two years and the City's estimated cost for the first year of the contract is \$76,000.00 and the City's estimated cost for the second year of the contract is \$79,000.00;
3. LilyPad EV, LLC shall pay the City a concession fee of 90 percent of the charging stations user fee revenue and 100 percent of the charging stations advertising revenue;
4. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
6. Notice of this action shall be published in a newspaper of general circulation within the municipality with 10 days of this award; and

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY
 BID CONTRACT TO LILYPAD EV, LLC FOR PROVIDING CAR
 CHARGING STATIONS AND ELECTRIC VEHICLE SERVICE
 EQUIPMENT IN JERSEY CITY**

7. The award of this contract shall be subject to the condition that LilyPad EV, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
8. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the appropriation of sufficient funds in subsequent fiscal years budget.

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that funds in the amount of \$76,000 are available in Account Nos. **04-215-55-183-991, PO # 192571** and **04-215-55-183-992, PO # 192572.**

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
6-18-18

APPROVED: _____

Business Administrator

Corporation Counsel

Certificati

Not Requi

WITHDRAWN

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|---------|
| | | | | | | | | | | | 6.27.18 |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | | | | YUN | | | | RIVERA | | | |
| PRINZ-AREY | | | | SOLOMON | | | | WATTERMAN | | | |
| BOGGIANO | | | | ROBINSON | | | | LAVARRO, PRES. | | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO LILYPAD EV, LLC FOR PROVIDING CAR CHARGING STATIONS AND ELECTRIC VEHICLE SERVICE EQUIPMENT IN JERSEY CITY

Project Manager

| | | |
|---------------------|-------------------------|-----------------------------|
| Department/Division | Business Administration | Office of Innovation |
| Name/Title | Arjun Janakiram | Research and Policy Analyst |
| Phone/email | 201-547-6587 | ajanakiram@jcnj.org |

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

Contract Purpose

Awards contract to install public electric car charging stations across Jersey City. These stations will be installed at cost to the City. The City will keep 90% of all revenue generated by user fees and 100% of revenue generated by any advertising. At least two charging stations will be installed per ward.

This contract was procured through competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq. which included a public Request for Proposals (RFP) issued February 5, 2018. 3 proposals were received in response to this RFP.

Cost (Identify all sources and amounts)

City funds in the amount of \$76,000.00:
 Acct. 04-215-55-183-991, P.O. # 192571
 Acct. 04-215-55-183-992, P.O. # 192572

Contract term (include all proposed renewals)

Two (2) years with three (3) one-year options to renew, for a total of up to five (5) years.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



CITY OF JERSEY CITY
OFFICE OF INNOVATION

CITY HALL | 280 GROVE STREET | RM 213 | JERSEY CITY, NJ 07302
P: 201 547 6587

STEVEN M. FULOP
MAYOR OF JERSEY CITY

To: Council President and Council Members
From: Brian Platt, Business Administrator
Date: April 26, 2018

RE: Memo of Recommendation of Award for Contract for Electric Car Charging Stations and Electric Vehicle Supply Equipment

After a fair and open Request for Proposals (RFP) for a vendor to provide electric vehicle charging stations, the evaluation committee recommends LilyPad EV be awarded a contract to provide electric vehicle charging stations.

What was the process for issuing this RFP?

The municipal council approved Resolution 17-804 authorizing the issuance of an RFP under the Competitive Contracting Law on October 11, 2017. The RFP was released on February 5, 2018 and closed on March 6, 2018 with 3 proposals received, one from from LilyPad EV, one from EVgo Services, and one from Greenspot. The evaluation committee (comprised of **Brian Platt**, Business Administrator, **Arjun Janakiram** from the Office of Innovation, **Kate Lawrence**, Director of Sustainability, **Barkha Patel** from the Division of Planning, and **Drew Banghart** from the Division of Engineering) reviewed the responses and selected LilyPad and Greenspot based on cost, the City's anticipated needs, and services provided.

What will the contract cost the city?

The contract for LilyPad EV to provide electric vehicle charging stations will cost \$12,534 for each dual-port Level 2 charging station, or \$48,264 for each single-port Fast DC charging station that is installed.¹ In addition to these installation costs, each station will cost \$560 in annual network fees. City staff will work with LilyPad to determine the number, type, and location of each station. The City will own each station, though LilyPad will be responsible for maintenance. The City will retain 90% of revenue generated by user fees at the station, and 100% of all possible advertising revenue, though the City would be wholly responsible for establishing an advertising program. The term of the contract will be two years, with options of up to three additional one year renewals.

¹ Stations may cost an additional \$5500 if new utility connections are required, plus \$1275 per day if traffic control is required during installation; however, the City does not anticipate choosing locations for which this would be required.

The City anticipates installing six dual-port Level 2 charging stations in the first year and six dual-port Level 2 charging stations in the second, for a total cost of roughly \$79,000 in the first year and \$82,000 in the second year. The cost in the second year of the contract is higher due to network fees from kiosks installed in the first year.

What were the evaluation criteria?

- Required Format - 5 points
- Prior Experience - 15 points
- Technical Specifications and Plan - 50 points
- Revenue and Cost Proposal - 20 points
- Personnel - 5 points
- Commitment to Diversity - 5 points
- Total maximum points- 100 points**

Who served on the evaluation committee?

- Brian Platt, Business Administrator
- Arjun Janakiram, Office of Innovation
- Drew Banghart, Division of Engineering
- Katherine Lawrence, Director of Sustainability

What were the final scores of the evaluations?

| | Lilypad EV | Greenspot | EVgo |
|----------------|--------------|--------------|--------------|
| B Platt | 95 | 95 | 84 |
| A Janakiram | 94 | 75 | 79 |
| K Lawrence | 99 | 77 | 89 |
| D Banghart | 97 | 78 | 81 |
| B Patel | 86.11 | 61.39 | 82.92 |
| Average | 94.22 | 77.28 | 83.18 |

Summary of Responses in Ranked Order:

1. LilyPad EV– 94.22 (average of all scores)

LilyPad EV submitted a detailed proposal with all relevant forms, adequate drawings and technical information, proposed station locations, and a cost and revenue proposal with full documentation of the anticipated ownership model. LilyPad has extensive experience in working with governments and providing the requested services, and the solution provided was considered to be reliable and proven. LilyPad also provided detailed and full-featured data management and analysis features.

Under LilyPad’s proposal, the City would pay the full cost for each station, which LilyPad would service and maintain. The City would maintain ownership rights over each station and would be entitled to 90% of revenue from user fees, plus 100% of any advertising revenue, though the City would be wholly responsible for establishing and administering an advertising program. LilyPad

provided pricing for the installation of both two-port Level 2 chargers (\$12,534 per station) and single-port Fast DC charging stations (\$48,264).

2. EVgo – 83.18 (average of all scores)

EVgo submitted a proposal with work examples, adequate drawings and visualizations, and references. EVgo's proposal included a detailed project plan and pricing, and provided an explanation of relevant assumptions and responsibilities. EVgo provided locations in line with what the City requested in its RFP, and indicated flexibility in modifying those locations.

EVgo's proposal included only DC Fast chargers, at a cost of \$110,508 for each dual-port station installed, plus \$12,000 in annual fees. As in LilyPad EV's proposal, the City would retain ownership over all stations, plus 90% of user fees.

3. Greenspot – 77.28 (average of all scores)

Greenspot submitted a proposal for electric vehicle charging stations with reserved spaces for a car-sharing service. Stations would be installed at no cost to the City, with the cost to Greenspot offset by user fees, car-sharing revenue, and advertising. Greenspot would retain ownership over each station.

The solution proposed by Greenspot was considered technically adequate, consisting of Level 2 chargers with a proposed future phase incorporating some DC Fast chargers. Greenspot provided locations for chargers in line with RFP language. Greenspot has already implemented a similar charging and car-sharing service in Jersey City, on First Street.

Why was LilyPad EV chosen?

LilyPad EV's proposal was judged more favorably to EVgo's by all evaluators. Both LilyPad and EVgo submitted similar responses; however, LilyPad's cost proposal was more favorable. LilyPad EV included options for both Level 2 and DC Fast chargers, while EVgo submitted a proposal for only DC Fast chargers. Given the high cost of DC Fast charging stations, the inclusion of both options was judged to be favorable to LilyPad. In addition, LilyPad's DC Fast option cost less than EVgo's.

Sincerely,

Brian Platt
Business Administrator

Enclosures:
Completed Evaluation Rubrics
Certifications of No Conflict of Interest

AGREEMENT

AGREEMENT made this ___ day of _____, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and LilyPad EV, LLC ("LilyPad" or "Contractor"), 9801 West 100th Terrace, Overland Park, Kansas 66212

WHEREAS, the City desires to reduce vehicle emissions and increase the use of zero-emissions vehicles across the City; and

WHEREAS, , the City is seeking to increase the use of electric vehicles by providing publicly accessible charging stations for electric vehicles ("charging stations"); and

WHEREAS, the City requires the services of a qualified contractor with specific expertise relating to charging stations to provide the above listed services and achieve the above listed objectives; and

WHEREAS, Resolution 17-804 , approved on October 11, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract for the installation and operation of charging stations at various locations throughout Jersey City; and

WHEREAS, a Request for Proposals was advertised and the City received proposals from three vendors; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to LilyPad; and

WHEREAS, Resolution _____ approved on _____, 2018 authorized this Agreement between the City and LilyPad.

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 Contractor to provide the City with publicly accessible charging stations for electric vehicles ("charging stations").

ARTICLE II
Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.
2. The contract term is two (2) years beginning on the execution date of this Agreement by City Officials (Base Term). The City shall have options to renew the contract for up to three (3) additional one (1) year terms. The City shall send written notice of its decision to renew the contract thirty (30) days prior to the expiration date of the Base Term contract. The renewal of the contract shall be on the same terms and conditions as the Base Term contract.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. During the first year of this Agreement the City shall pay the Contractor a sum not to exceed \$76,000.00 for the installation of the charging stations. During the second year of this Agreement the City shall pay the Contractor a sum not to exceed \$79,000.00 for the installation of the charging station. In consideration for the award of this concession, the Contractor shall pay the City a concession fee which shall be ninety (90) percent of the charging stations user fees and

one hundred (100) percent of the monthly gross advertising revenue generated by the charging stations. The concession fee shall be paid within thirty (30) day after the end of each calendar month. The Contractor shall include with its concession fee payment a monthly report showing the revenue for the period. During the contract term and for the three (3) year period following the termination date of the contract, the Contractor shall keep and maintain in a manner consistent with accepted accounting practices, complete accurate records and documents pertaining to the charging stations advertising revenue. The City shall have the right to audit all such records at any time and from time to time during the contract term at the expense of the City.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination

This Agreement may be terminated pursuant to the provisions set forth in Section 7.9 of the RFP.

ARTICLE VII
Indemnity

Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract. The Contractor agrees to assume all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Contractor's performance of the contract. The Contractor further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Contractor shall, at no cost or expense to the City, defend against such claims, in which event the Contractor shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Contractor's liability under the contract shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE VIII
Entire Agreement

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X
Notice

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

Brian Platt
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

Larry Kinder
Chief Executive Officer
9801 West 100th Terrace
Overland Park, KS 66212

ARTICLE XI
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "C" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XII
New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XIII
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.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

LilyPad EV, LLC

Larry Kinder, Chief Executive Officer

RR
6-14-18

EXHIBIT A

ON FILE WITH PURCHASING AGENT

EXHIBIT B

ON FILE WITH PURCHASING AGENT

EVSE RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | EVGO | LilyPad | Greenspot |
|--|------|---------|-----------|
| REQUIRED FORMAT (5 pts) | 5 | 5 | 4 |
| Title page | | | |
| Table of contents | | | |
| Executive Summary | | | |
| Scope | | | |
| Qualifications and Experience | | | |
| City Responsibilities and Assumptions | | | |
| Project plan | | | |
| Timing and fees | | | |
| Appendices/other | | | |
| PRIOR EXPERIENCE (15 pts) | 15 | 15 | 7 |
| | | | |
| TECHNICAL SPECIFICATIONS AND PLAN (50 pts) | 40 | 45 | 35 |
| Charging equipment design | | | |
| Required services | | | |
| Proposed locations | | | |
| Detailed project plan | | | |
| REVENUE AND COST PROPOSAL (20 pts) | 10 | 20 | 20 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project; costs are reasonable for equipment and maintenance | | | |
| Advertising revenue commission provided to the city | | | |
| PERSONNEL (5 pts) | 4 | 4 | 4 |
| | | | |
| COMMITMENT TO DIVERSITY (5 pts) | 5 | 5 | 5 |
| | | | |
| Total Score | 79 | 94 | 75 |
| RANK | 2 | 1 | 3 |

EVSE RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | EVGO | LilyPad | Greenspot |
|--|-----------|-----------|-----------|
| REQUIRED FORMAT (5 pts) | 5 | 5 | 5 |
| Title page | 2 | 2 | 2 |
| Table of contents | 2 | 2 | 2 |
| Executive Summary | 2 | 2 | 2 |
| Scope | 2 | 2 | 2 |
| Qualifications and Experience | 2 | 2 | 2 |
| City Responsibilities and Assumptions | 2 | 2 | 2 |
| Project plan | 2 | 2 | 2 |
| Timing and fees | 2 | 2 | 2 |
| Appendices/other | 2 | 2 | 2 |
| PRIOR EXPERIENCE (15 pts) | 15 | 15 | 15 |
| | 2 | 2 | 2 |
| TECHNICAL SPECIFICATIONS AND PLAN (50 pts) | 44 | 50 | 50 |
| Charging equipment design | 2 | 2 | 2 |
| Required services | 1 | 2 | 2 |
| Proposed locations | 2 | 2 | 2 |
| Detailed project plan | 2 | 2 | 2 |
| REVENUE AND COST PROPOSAL (20 pts) | 10 | 15 | 15 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project; costs are reasonable for equipment and maintenance | 1 | 2 | 1 |
| Advertising revenue commission provided to the city | 1 | 1 | 2 |
| PERSONNEL (5 pts) | 5 | 5 | 5 |
| | 2 | 2 | 2 |
| COMMITMENT TO DIVERSITY (5 pts) | 5 | 5 | 5 |
| | 2 | 2 | 2 |
| Total Score | 84 | 95 | 95 |
| RANK | 3 | 1 | 1 |

LilyPad

Chargepoint stations owned by JC (CT4000 7.8kW/208-240VAC; CPE200 Fast DC 480V 50kW), we can charge a fee, includes repair and maintenance, installations by Rowe Electric subcontractor, includes warranty, includes level 2 and DC fast charge, stations include video screens (with potential ads), meet all technical specs, clean cord technology, 3-5 years of network communications warranty, 24/7 support, full data access; high cost for installing stations, but city can charge for energy (charge point takes 10% of fees); could be installing by June

Greenspot

Did not sign all the forms, zero cost to the city; already existing projects on 1st st and in hamilton park; includes car sharing with electric vehicles, 50% of spots for car share vs public charging; aim for 300 spots at 40 locations; allow 1 ad sign for each 4 spots; greenspot prices energy to the public; greenspot provides city with 10% of energy charging revenue; did not respond properly to all sections (told us they will decide where these stations go)

EVGO

DC fast charging only- will build and operate 24 50kW fast charge stations at 12 sites, 2 in each ward, city owns, EVGO install, city pays for capital and operating expenses, city retains 90% of revenue, 1 year timeframe, \$62k cost for each 2 charger station, 26k installation costs; too expensive and no level 2 option

EVSE RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| REQUIRED FORMAT (6 pts) | EVGO | LilyPad | Greenspot |
|--|--------------|--------------|--------------|
| Title page | 4.2 | 3.6 | 3.9 |
| Table of contents | 2.00 | 1.00 | 1.00 |
| Executive Summary | 2.00 | 2.00 | 2.00 |
| Scope | 1.00 | 1.00 | 2.00 |
| Qualifications and Experience | 2.00 | 2.00 | 1.00 |
| City Responsibilities and Assumptions | 1.00 | 2.00 | 2.00 |
| Project plan | 2.00 | 1.00 | 2.00 |
| Titling and fees | 2.00 | 1.00 | 1.00 |
| Appendices/other | 1.00 | 1.00 | 2.00 |
| PRIOR EXPERIENCE (15 pts) | 15.0 | 15.0 | 7.5 |
| | 2.00 | 2.00 | 1.00 |
| TECHNICAL SPECIFICATIONS AND PLAN (50 pts) | 31.3 | 37.5 | 25.0 |
| Charging equipment design | 1.00 | 1.00 | 0.00 |
| Required services | 2.00 | 2.00 | 1.00 |
| Proposed locations | 0.00 | 1.00 | 2.00 |
| Detailed project plan | 2.00 | 2.00 | 1.00 |
| REVENUE AND COST PROPOSAL (20 pts) | 20.0 | 20.0 | 15.0 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project | 2.00 | 2.00 | 1.00 |
| Advertising revenue commission provided to the city | 2.00 | 2.00 | 2.00 |
| PERSONNEL (15 pts) | 7.5 | 7.5 | 7.5 |
| | 1.00 | 1.00 | 1.00 |
| COMMITMENT TO DIVERSITY (6 pts) | 5.0 | 2.5 | 2.5 |
| | 2.00 | 1.00 | 1.00 |
| Total Score | 82.92 | 86.11 | 61.89 |
| RANK | 2 | 1 | 3 |

| | | |
|---|--|---|
| <p>12 stations</p> <p>partners get drawings ready within 2-4 weeks</p> <p>good standard operating procedure will validate 6 sites for feasibility little discussion of how data will be given to City for use</p> | <p>12 locations</p> <p>good data section with lots of analytic capabilities for City</p> <p>engineering fees not included in cost 40</p> <p>on demand up to phase 1 up to 1 year developing an ev zone : are fees included in cost quarterly reports</p> | <p>Initial 6 locations + West Side and Claremont</p> <p>expand most successful + 6-8 additional locations</p> |
|---|--|---|

EVSE RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | EVGO | LilyPad | Greenspot |
|--|-----------|-----------|-----------|
| REQUIRED FORMAT (5 pts) | 5 | 5 | 5 |
| Title page | | | |
| Table of contents | | | |
| Executive Summary | | | |
| Scope | | | |
| Qualifications and Experience | | | |
| City Responsibilities and Assumptions | | | |
| Project plan | | | |
| Timing and fees | | | |
| Appendices/other | | | |
| PRIOR EXPERIENCE (15 pts) | 14 | 15 | 8 |
| | | | |
| TECHNICAL SPECIFICATIONS AND PLAN (50 pts) | 45 | 50 | 40 |
| Charging equipment design | | | |
| Required services | | | |
| Proposed locations | | | |
| Detailed project plan | | | |
| REVENUE AND COST PROPOSAL (20 pts) | 15 | 20 | 15 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project; costs are reasonable for equipment and maintenance | | | |
| Advertising revenue commission provided to the city | | | |
| PERSONNEL (5 pts) | 5 | 4 | 4 |
| | | | |
| COMMITMENT TO DIVERSITY (5 pts) | 5 | 5 | 5 |
| | | | |
| Total Score | 89 | 99 | 77 |
| RANK | 2 | 1 | 3 |

EVSE RFP Response Evaluations

(Fill in 0-2 for each box, do not fill in grey rows)

| | EVGO | LilyPad | Greenspot |
|--|------|---------|-----------|
| REQUIRED FORMAT (5 pts) | 5 | 5 | 5 |
| Title page | | | |
| Table of contents | | | |
| Executive Summary | | | |
| Scope | | | |
| Qualifications and Experience | | | |
| City Responsibilities and Assumptions | | | |
| Project plan | | | |
| Timing and fees | | | |
| Appendices/other | | | |
| PRIOR EXPERIENCE (15 pts) | 12 | 15 | 11 |
| | | | |
| TECHNICAL SPECIFICATIONS AND PLAN (50 pts) | 40 | 48 | 38 |
| Charging equipment design | | | |
| Required services | | | |
| Proposed locations | | | |
| Detailed project plan | | | |
| REVENUE AND COST PROPOSAL (20 pts) | 15 | 20 | 15 |
| Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project; costs are reasonable for equipment and maintenance | | | |
| Advertising revenue commission provided to the city | | | |
| PERSONNEL (5 pts) | 4 | 4 | 4 |
| | | | |
| COMMITMENT TO DIVERSITY (5 pts) | 5 | 5 | 5 |
| | | | |
| Total Score | 81 | 97 | 78 |
| RANK | 2 | 1 | 3 |

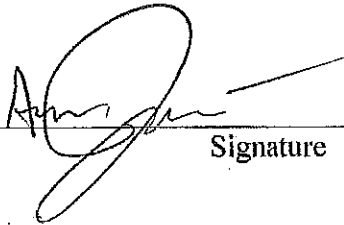


City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Electric Car Charging Stations and
Electric Vehicle Supply Equipment (EVSE)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

ARJUN JANNARAM

Print Name



Signature

3-22-18

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Electric Car Charging Stations and
Electric Vehicle Supply Equipment (EVSE)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

BARHA R PATEL

Print Name

Signature

3/22/18

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Electric Car Charging Stations and
Electric Vehicle Supply Equipment (EVSE)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Bhavini A. Doshi

Print Name

Signature

3/22/18

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Electric Car Charging Stations and
Electric Vehicle Supply Equipment (EVSE)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Katherine Lawrence

Print Name

[Handwritten Signature]

Signature

3/22/18

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Electric Car Charging Stations and
Electric Vehicle Supply Equipment (EVSE)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

DREW BANGHART

Print Name



Signature

3/22/18

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

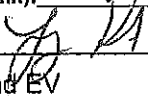
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Larry Kinder, CEO

Representative's Signature: 

Name of Company: LilyPad EV

Tel. No.: 816-210-9633

Date: 2/23/18

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 289
TRENTON, NJ 08644-0282

TAXPAYER NAME:
LILYPAD EV, LLC

ADDRESS:
9801 W. 100TH TERRACE
OVERLAND PARK, KS 66212
EFFECTIVE DATE:
02/09/18

TRADE NAME:
LILYPAD EV
SEQUENCE NUMBER:
2205821
ISSUANCE DATE:
02/09/18

James J. Quinn
Director
New Jersey Department of Treasury

**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: LilyPad EV

Address: 9801 W. 100th Terr Overland Park, KS 66212

Telephone No. : 816-210-9633

Contact Name: Larry Kinder, CEO

Please check applicable category:

| | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 18-622

Agenda No. 10.Z.20

Approved: JUN 27 2018

TITLE:



RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

WHEREAS, the Tax Assessor's Office uses a proprietary computer software program known as the MODIV 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 MODIV System is a proprietary computer software program and MicroSystems, Inc. provided support services to the City of Jersey City's (City) MODIV System beginning on January 01, 2018; and

WHEREAS, the total cost of providing the services to the City for the calendar year of 2018 is \$31,881.39 allocated between postcards at 31,796.39 and set-up fee of 85.00; and

WHEREAS, funds in the amount of \$31,881.39 are available in Account No. 01-201-20-150-305; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City's 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 \$31,881.39 to MicroSystems, Inc. for the support of the MODIV System utilized by the Tax Assessor's Office for a term effective as of January 01, 2018 and ending on December 31, 2018 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

TITLE:

RESOLUTION RATIFYING A CONTRACT AWARD TO MICROSYSTEMS, INC. TO PROVIDE SERVICES TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

- 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 \$31,881.39 are available in Account No.: 01-201-20-150-312 / Purchase Order No.: 129528

APPROVED: _____

APPROVED AS TO LEGAL FORM

*R.R.
6-14-18*

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 | | | | | | | | | | | |
|---|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ✓ | | |
| BOGGIANO | | ABSENT | | ROBINSON | ✓ | | | LAVARRO, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - 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 MicroSystem, Inc

Project Manager

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

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

Contract Purpose

To provide services to support the Tax Assessor's MODIV System.

Cost (Identify all sources and amounts)

\$31,881.39

Contract term (include all proposed renewals)

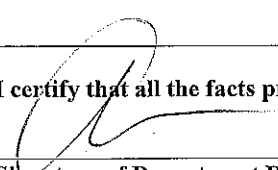
12 months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/13/18
Date

AGREEMENT

AGREEMENT made this 1 day of January, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and MICROSYSTEMS, INC., ("Consultant") or ("Contractor") 985 Route 202/206, Bridgewater, NJ, 08807

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, 2018; 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

NOW THEREFORE, In consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of undertakings of each party to the other, the parties here to each binding itself, its successors and assigns, do mutually covenant, promise, and agree as follow;

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is to award Microsystems Inc. to provide services to support the Tax Assessor's MODVI system.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the services as described in the City's Request for Proposals (Exhibit "A"), and the Consultant's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents.
2. The contract term is one (1) year effective as of January 1, 2018.
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 Microsystem Inc. shall require the prior authorization of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Microsystems Inc., operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Microsystem shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed \$32,000 including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the City's Assessor's Department. Each invoice shall include a description of all services and

materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Consultant Coverages - covering as insured Consultant with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

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

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Cyber Liability in amount of two million dollars (\$2,000,000) each incident and in aggregate.

F. Umbrella Policy in the amount of two million dollars (\$2,000,000) above the General Liability, Automobile Liability, and Employer's Liability.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Consultant shall furnish the City certificates of insurance upon execution of this

Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination

This Agreement may be terminated pursuant to the provisions set forth.

ARTICLE VII
Indemnity

The Consultant agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Consultant, its officers, employees, agents or subcontractors. The Consultant will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Consultant shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Consultant shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

ARTICLE VIII
Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Consultant. It

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE IX
Assignment

Consultant shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE X
Notice

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

Eduardo Toloza
City Assessor
City Hall
280 Grove Street Room 116
Jersey City, NJ 07302

ARTICLE XI
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto

as Exhibit "C" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

ARTICLE XII

New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subconsultants of the responsibility to submit proof of business registration to the Consultant.

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

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

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

ARTICLE XIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

Microsystems, Inc.

MicroSystems-NJ.com, L.L.C.
985 Route 202/206
Bridgewater, NJ 08807
(908) 704-8862

Customer Code: JERSEY-TA
Phone:

Invoice Date: 01/14/18
Invoice #: 12707

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 |
|----------|------------------|------------|-----|-----------------|
| 58342.00 | POST CARDS | .545 | | 31,796.39 |
| 1.00 | SET-UP FEE | 85.000 | | 85.00 |

FEB 13 2018

NJ State Sales Tax: .00

Due Date: 01/24/18

Total For Invoice#12707: 31,881.39

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**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 MicroSystems-nj.com, L.L.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/13/18 (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 MicroSystems-nj.com, L.L.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MicroSystems-nj.com, L.L.C.

Signed: William K. Raska Title: Member

Print Name: William K. Raska Date: 1/13/18

Subscribed and sworn before me _____
this ____ day of _____, 2____ (Affiant)

My Commission expires: _____
(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: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202-206, Bridgewater, NJ 08807

Telephone No.: 908 704 8862

Contact Name: William K. Raska

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

| | | | | | |
|---|--|--|--------------|--|----------|
| 1. FID. NO. OR SOCIAL SECURITY | | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY | |
| 4. COMPANY NAME | | | | | |
| 5. STREET | | CITY | COUNTY | STATE | ZIP CODE |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | | | | CITY | STATE |
| 7. CHECK ONE IN THE COMPANY: <input 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 THIS CONTRACT | | | | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | CITY | COUNTY | STATE | ZIP CODE |
| Official Use Only | | DATE RECEIVED | ANALYSE 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. Exclude 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/VIETNAM VETERAN MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|--|---------------------------------|----------------|------------------|--|----------|-----------------|-------|------------|-------|----------|-----------------|-------|------------|
| | COL. 1 TOTAL (Col. 2 & 3) | COL. 2 MALE | COL. 3 FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MDL | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MDL |
| Officials/Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Unskilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| Total employment from previous report (If any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | | | | | | | | | | | | | |

The data below shall NOT be included in the figures for the appropriate categories above.

| | | | | | | |
|--|--|--|--|--|---|--|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input 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 type="checkbox"/> | | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR | |
| 13. DATES OF PAYROLL PERIOD USED From: _____ To: _____ | | | | | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | | | | | |
|--|--|-----------|--------|-------|----------|-----------------------------------|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | | SIGNATURE | | TITLE | | DATE MO. DAY YEAR | |
| 17. ADDRESS NO. & STREET | | CITY | COUNTY | STATE | ZIP CODE | PHONE (AREA CODE, NO., EXTENSION) | |

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): William K. Raska

Representative's Signature: *William K. Raska*

Name of Company: MicroSystems-nj.com, L.L.C.

Tel No.: 908 704 8862 Date: 1/13/18

**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), (s) and (t).

| | |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Falop (2013) | Councilperson Frank Gajewski |
| Team Falop | Councilperson Khemraj "Chico" Ramchar |
| Team Falop Runoff | Councilperson Richard Boggiano |
| Lavaro for Council | Councilperson Michael Yun |
| Councilperson Joyce E. Wattaman | Councilperson Candice Osborne |
| Councilperson Daniel Rivara | Councilperson Diane Coleman |

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|---------------------------------|
| William K. Raska | 542 Berrywood Lane, Bridgewater |
| Denise M. Raska | 542 Berrywood Lane, Bridgewater |
| | |
| | |
| | |
| | |

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 K. Raska Title: Member

Print Name: William K. Raska Date: 1/13/18

Subscribed and sworn before me this 2 day of _____

(Affiant)

My Commission expires: _____

(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence;

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: MicroSystems-nj.com, L.L.C.

SIGNATURE: William K. Raska DATE: 1/13/18

PRINT

NAME: William K. Raska TITLE: Member

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

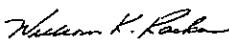
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | MicroSystems-nj.com, L.L.C. | | |
| Address: | 985 Route 202-206, Bridgewater, NJ 08807 | | |
| City: | State: | Zip: | |

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.

| | | |
|---|------------------|--------|
|  | William K. Raska | Member |
| Signature | Printed Name | Title |

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| None | | | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Check here if the information is continued on subsequent page(s)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: MicroSystems-nj.com, L.L.C.

SIGNATURE: William K. Raska DATE: 1/13/16

PRINT

NAME: William K. Raska TITLE: Member

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) :

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. 17:27-11 et seq. and the State has approved said report. This approval will remain in effect for the period of 12 months ending 12/31/2021.



MICROSYSTEMS NJ, COM  
985 RT. 202-206  
BRIDGEWATER NJ 08807

Andrew W. Stalman-Esanti  
State Treasurer

04/20/04

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (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) 292-1700.

I wish you continued success in your business endeavors.

Sincerely,

John B. Tully, CPA  
Acting Director

|                                                                                                             |                                                                                                          |                                                                                       |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                                                                                          | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 282<br>TRENTON, NJ 08646-0252 |
| TAXPAYER NAME:                                                                                              | TRADE NAME:                                                                                              |                                                                                       |
| MICROSYSTEMS.NJ.COM, L.L.C.                                                                                 |                                                                                                          |                                                                                       |
| TAXPAYER IDENTIFICATION#:                                                                                   | SEQUENCE NUMBER:                                                                                         |                                                                                       |
| 223-626-324/000                                                                                             | 0777427                                                                                                  |                                                                                       |
| ADDRESS:                                                                                                    | ISSUANCE DATE:                                                                                           |                                                                                       |
| 885 ROUTE 282<br>BRIDGEWATER, NJ 07002                                                                      | 04/20/04                                                                                                 |                                                                                       |
| EFFECTIVE DATE:                                                                                             |                                                                                                          |                                                                                       |
| 01/07/99                                                                                                    |                                                                                                          |                                                                                       |
| FORM-BRC(08-01)                                                                                             | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                                                                       |

TAX ASSESSOR APPROVAL to Print and Mail ASSESSMENT NOTICES for County/District Code: 0906  
Price Quote for January 2018: 58,319 @ .545 + 85.00 = \$31,868.86  
Please send a purchase order to our office to confirm your order.  
The above quote will change if Tax List line items are added or deleted after 01/28/18.  
Sign this form after you have reviewed your Tax List and are ready for us to mail your cards.  
A message is required for Revalued or Reassessed Districts.  
Contact us to make any corrections to this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

CITY OF JERSEY CITY  
OFFICE OF THE ASSESSOR  
280 GROVE STREET  
JERSEY CITY, NJ 07302

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
HILLSBORO, NJ  
PERMIT# 985

DISTRICT: JERSEY CITY  
COUNTY: HUDSON COUNTY BOARD OF TAXATION  
3RD FL, 257 CORNELISON AVE, JERSEY CITY NJ 07302

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018 DATE MAILED: 04/01/18  
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1 01010#53878  
BLOCK: 15907 LOT: 3 QUAL: C01.1

PROPERTY LOCATION: 33 PARK VIEW AVE.

CLASS: 15F

LAND: 0 BUILDING: 203,500,000 2018 ASSESSMENT TOTAL: 203,500,000

\* REVALUATION DISTRICT \*  
NET PROPERTY TAXES BILLED FOR 2017 2017 ASSESSMENT  
WERE: \$0.00 TOTAL: 0  
THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

LHN OWNER LLC C/O FISHER DEV.  
7 PENN PLAZA, SUITE 1400  
NEW YORK, NY 10001

CITY OF JERSEY CITY  
OFFICE OF THE ASSESSOR  
280 GROVE STREET  
JERSEY CITY, NJ 07302

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
HILLSBORO, NJ  
PERMIT# 985

**DISTRICT:** JERSEY CITY  
**COUNTY:** HUDSON COUNTY BOARD OF TAXATION  
3RD FL, 257 CORNELISON AVE, JERSEY CITY NJ 07302

**NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018**  
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1  
**BLOCK:** 11603      **LOT:** 13      **QUAL:**      **DATE MAILED:** 04/01/18  
01010#2972

**PROPERTY LOCATION:** 2 COLUMBUS DRIVE      **CLASS:** 4A

**LAND:** 896,900      **BUILDING:** 31,085,600      **2018 ASSESSMENT TOTAL:** 31,982,500

\* REVALUATION DISTRICT \*  
**NET PROPERTY TAXES BILLED FOR 2017**  
**WERE:** \$2,494,635.00      **2017 ASSESSMENT TOTAL:** 896,900  
**THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.**

CAL-HARBOR SO. PIER UR ASSOC. L.P.  
7 SYLVAN WAY #300  
PARSIPPANY, NJ      07054

CITY OF JERSEY CITY  
OFFICE OF THE ASSESSOR  
280 GROVE STREET  
JERSEY CITY, NJ 07302

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
HILLSBORO, NJ  
PERMIT# 985

DISTRICT: JERSEY CITY  
COUNTY: HUDSON COUNTY BOARD OF TAXATION  
3RD FL, 257 CORNELISON AVE, JERSEY CITY NJ 07302

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018  
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1  
BLOCK: 15303 LOT: 11 QUAL: DATE MAILED: 04/01/18  
01010#261

PROPERTY LOCATION: 88 CLIFTON PL.

CLASS: 4C

LAND: 375,600 BUILDING: 10,419,100 2018 ASSESSMENT TOTAL: 10,794,700

\* REVALUATION DISTRICT \*  
NET PROPERTY TAXES BILLED FOR 2017 2017 ASSESSMENT  
WERE: \$841,986.60 TOTAL: 375,600  
THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

BR HAGUE U.R.LLC, % BEACON REDEVELOP  
P.O. BOX 110295  
STAMFORD, CT 06911

CITY OF JERSEY CITY  
OFFICE OF THE ASSESSOR  
280 GROVE STREET  
JERSEY CITY, NJ 07302

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
HILLSBORO, NJ  
PERMIT# 985

DISTRICT: JERSEY CITY  
COUNTY: HUDSON COUNTY BOARD OF TAXATION  
3RD FL, 257 CORNELISON AVE, JERSEY CITY NJ 07302

DATE MAILED: 04/01/18

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018 01010#4478  
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1

BLOCK: 9403 LOT: 15 QUAL: C0002

PROPERTY LOCATION: 2955 KENNEDY BLVD. CLASS: 15F

LAND: 0 BUILDING: 9,194,500 2018 ASSESSMENT TOTAL: 9,194,500

\* REVALUATION DISTRICT \*  
NET PROPERTY TAXES BILLED FOR 2017 2017 ASSESSMENT  
WERE: \$0.00 TOTAL: 0  
THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

PHMII UNIT 2, LLC  
400 PLAZA DR PO BOX 1515 07096-1515  
SECAUCUS, NJ



CITY OF JERSEY CITY  
OFFICE OF THE ASSESSOR  
280 GROVE STREET  
JERSEY CITY, NJ 07302

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
HILLSBORO, NJ  
PERMIT# 985

DISTRICT: JERSEY CITY  
COUNTY: HUDSON COUNTY BOARD OF TAXATION  
3RD FL, 257 CORNELISON AVE, JERSEY CITY NJ 07302

NOTICE OF PROPERTY TAX ASSESSMENT FOR 2018  
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1  
BLOCK: 13003 LOT: 1 QUAL: C3.80  
DATE MAILED: 04/01/18  
01010#49689

PROPERTY LOCATION: 80 COLUMBUS DR. CLASS: 15F  
LAND: 0 BUILDING: 7,416,900 2018 ASSESSMENT TOTAL: 7,416,900

\* REVALUATION DISTRICT \*  
NET PROPERTY TAXES BILLED FOR 2017 2017 ASSESSMENT TOTAL: 0  
WERE: \$0.00  
THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.

COLUMBUS HOTEL URBAN RENEWAL, LLC  
3 SECOND ST. STE. 1203 %HAR  
JERSEY CITY, NJ 07311

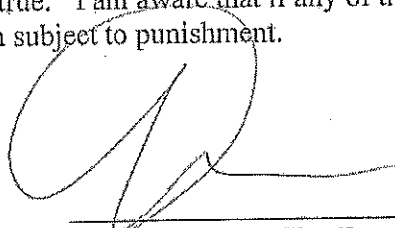
## DETERMINATION OF VALUE CERTIFICATION

Eduardo Toloza, of full age, hereby certifies as follows:

1. I am the Tax Assessor of the City of Jersey City (City).
2. The City requires the services of Microsystems, Inc. to provide support services to the City's MODVI system.
3. The contract is exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. I recommend that the City award a contract for software services to Microsystems, Inc.
5. The term of the contract is one year effective as of January 1, 2018.
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: \_\_\_\_\_

5/14/14



\_\_\_\_\_  
Eduardo Toloza, City Tax Assessor

(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): Via president

Representative's Signature: Chris Raska

Name of Company: Microsystems

Tel. No.: 908-704-8862 Date: 5-21-18

## APPENDIX A

### AMERICANS WITH DISABILITIES ACT OF 1990

#### Equal Opportunity for Individuals with Disability

The contractor and the \_City\_\_\_\_\_ of \_Jersey City\_\_\_\_, (hereafter Aowner@) do hereby agree that

the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C.*

*S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all

services, programs, and activities provided or made available by public entities, and the rules and

regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid,

benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the

performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner=s grievance procedure, the contractor agrees to abide by any decision of the

owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which



may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): William K. Raska Member

Representative's Signature: 

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 908 704 8862 Date: 5/23/18

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

City Clerk File No. Res. 18-623

Agenda No. 10.Z.21

Approved: JUN 27 2018

TITLE:



## RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION PREAPPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM FOR DIVERSION OF PARKLAND AT CLENDENNY AVENUE PARK, CITY OF JERSEY CITY

**WHEREAS**, Block 160001, Lot 2, is part of the City of Jersey City's (City) undeveloped Clendenny Avenue Park which is encumbered with restrictions against disposal or diversion from recreation and conservation uses by the New Jersey Department of Environmental Protection's Green Acres Program; and

**WHEREAS**, in conjunction with the proposed replacement by the City of Bayonne (Bayonne) of water mains that cross under the Hackensack River and come on shore at Clendenny Avenue Park and will tie into the existing water mains, it is necessary to remove the Green Acres restrictions from a 0.368-acre portion of Clendenny Avenue Park; and

**WHEREAS**, the removal of Green Acres restrictions from parkland requires the approval of the Commissioner of the Department of Environmental Protection and the State House Commission pursuant to N.J.A.C. 7:36-26; and

**WHEREAS**, the City wishes to apply for approval to allow for Bayonne's construction of twin replacement 24-inch diameter fusible PVC™ water transmission mains to replace the existing 30-inch ductile iron mains and tie into existing water mains at the northern end of Clendenny Avenue Park as a minor diversion of parkland under N.J.A.C. 7:36-26.4(d)10, it is necessary for the City to submit as part of the pre-application a Resolution endorsing the application to divert parkland.

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

1. The City of Jersey City endorses the filing of a pre-application for the Clendenny Avenue Park minor diversion for improvements to the Bayonne Aqueduct to allow for the City of Bayonne to tie into existing water mains that run under Clendenny Avenue Park pursuant to N.J.A.C. 7:36-26;
2. The City of Jersey City hereby finds that the Clendenny Avenue Park minor diversion to allow for the City of Bayonne's construction of twin replacement 24-inch diameter fusible PVC™ water transmission mains to replace the existing 30-inch ductile iron mains that cross under the Hackensack River would meet the minimum substantive criteria at N.J.A.C. 7:36-26.1(d) by continuing to provide reliable drinking water transmission mains are leaking and are in need of replacement;
3. The City of Jersey City acknowledges that in order to obtain the approval of the Clendenny Avenue Park minor diversion to allow for the City of Bayonne's construction of twin replacement 24-inch diameter fusible PVC™ water transmission mains to replace the existing 30-inch ductile iron mains that cross under the Hackensack River improvements to the Bayonne Aqueduct, all substantive and procedural requirements of N.J.A.C. 7:36-26 must be met, including compensation requirements at N.J.A.C. 7:36-26; and

**TITLE: RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION  
PREAPPLICATION TO THE NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM FOR  
DIVERSION OF PARKLAND AT CLENDENNY AVENUE PARK, CITY  
OF JERSEY CITY**

- 4. The City of Jersey City acknowledges that in the event the Green Acres Program classifies the Clendenny Avenue Park minor diversion to allow for improvements to the Bayonne Aqueduct as a minor disposal or diversion of parkland, additional application information will be required under N.J.A.C. 7:36-26 before the application can proceed.

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

APPROVED AS TO LEGAL FORM

*R.R.  
6-18-18*

APPROVED: *[Signature]*

Business Administrator

*[Signature]*

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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 SUPPORTING THE STATE HOUSE COMMISSION  
PREAPPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL  
PROTECTION GREEN ACRES PROGRAM FOR DIVERSION OF PARKLAND AT  
CLENDENNY AVENUE PARK, CITY OF JERSEY CITY**

**Initiator**

|                     |                |                    |
|---------------------|----------------|--------------------|
| Department/Division | Administration | Engineering        |
| Name/Title          | Joe Cunha      | Municipal Engineer |
| Phone/email         | 547-4411       | JCunha@jenj.org    |

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

**Resolution Purpose**

Block 160001, Lot 2, is part of the City’s undeveloped Clendenny Avenue Park which is encumbered with restrictions against disposal or diversion from recreation and conservation uses by the New Jersey Department of Environmental Protection’s (NJDEP) Green Acres Program. In conjunction with the proposed replacement by the City of Bayonne (Bayonne) of water mains that cross under the Hackensack River and come on shore at Clendenny Avenue Park and will tie into the existing water mains, it is necessary to remove the Green Acres restrictions from a 0.368-acre portion of Clendenny Avenue Park. The removal of Green Acres restrictions from parkland requires the NJDEP Commissioner’s approval pursuant to N.J.A.C. 7:36-26. The City wishes to apply for approval to allow for Bayonne’s water main project. It is necessary for the City to submit as part of the pre-application a resolution endorsing the application to divert parkland.

**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. 18-624

Agenda No. 10.Z.22

Approved: JUN 27 2018

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING

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

WHEREAS, Resolution No. 16.399 approved on June 15, 2016, awarded a contract in the amount of \$70,200.00 to Proactive Planning Associates to provide Community Emergency Response Team (CERT) and National Incident Management System (NIMS) training; and

WHEREAS, the bid specifications provided the City of Jersey City (City) with options to renew the contract for up to two additional one-year periods; and

WHEREAS, resolution 17-558 approved on June 28, 2017 exercised the first option to renew the contract for an additional year; 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 second option and renew the contract for an additional one-year period effective as of June 28, 2018; and ending on June 27, 2019; and

WHEREAS, the total cost of the contract renewal is \$70,200.00; and

WHEREAS, funds in the amount of \$70,200.00 are available in Urban Area Security Initiative UASI FY-17 Grant Account;

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 02-213-40-672-314 | 129661      | \$70,200.00           |

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Proactive Planning Associates;
- 2) The renewal contract is for twelve (12) months effective as of June 28, 2018, and the total cost of the contract shall not exceed \$70,200.00;
- 3) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.; and
- 4) 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.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Grant Account                      PO #                      Total Contract  
02-213-40-672-314                      129661                      \$70,200.00

Approved: Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

June 19, 2018  
Date

PF/pv/RR  
6/14/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

R.R  
6-20-18

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING**

**Project Manager**

|                     |                |                       |
|---------------------|----------------|-----------------------|
| Department/Division | Public Safety  | OEM/Homeland Security |
| Name/Title          | W. Greg Kierce | Director              |
| Phone/email         | 201 547-5681   | wkierce@njcps.org     |

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

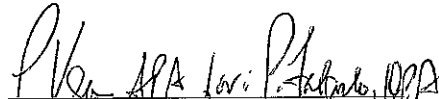
**Resolution Purpose**

The purpose of this Resolution is to authorize the renewal of a contract with Proactive Planning Associates to provide CERT/NIMS training through the Office of Emergency Management & Homeland Security funded by the 2017 Urban Area Security Initiative (UASI) grant.

I certify that all the facts presented herein are accurate.

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

6/19/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

6-19-18  
\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SORIERO, PAUL  
**Trade Name:** PROACTIVE PLANNING ASSOCIATES  
**Address:** 33 HILTON STREET  
PEQUANNOCK, NJ 07440  
**Certificate Number:** 1461232  
**Effective Date:** January 21, 2009  
**Date of Issuance:** June 20, 2018

**For Office Use Only:**

20180620090733932





**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

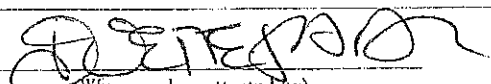
| Name of Stock or Shareholder | Home Address                        |
|------------------------------|-------------------------------------|
| PAUL SORIERO                 | 33 HILTON ST - PEQUANNOCK, NJ 07440 |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |

**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: Proactive Planning Associates  
 Signature of Affiant: Paul Soriero Title: Owner  
 Printed Name of Affiant: Paul Soriero Date: 6-19-18

Subscribed and sworn before me this 19<sup>th</sup> day of June, 2018.

  
 (Witnessed or attested by)

My Commission expires:

(Seal)

IVETT A TEJADA  
 Notary Public  
 State of New Jersey  
 My Commission Expires Jun 8, 2020

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Proactive Planning 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 Proactive Planning 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: Proactive Planning Associates

Signed Paul Soricero Title: Owner

Print Name Paul Soricero Date: 6.19.18

Subscribed and sworn before me  
this 19<sup>th</sup> day of June, 2018.  
My Commission expires:

Ivett Tejada  
(Affiant)  
Ivett Tejada  
(Print name & title of affiant) (Corporate Seal)

IVETT A TEJADA  
Notary Public  
State of New Jersey  
My Commission Expires June 8, 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.

IVETT A TEJADA  
Notary Public  
State of New Jersey  
My Commission Expires Jun 8, 2020

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: PROACTIVE PLANNING ASSOCIATES  
Address: 33 HILTON ST. REDUANNOCK, NJ 07440  
Telephone No.: 201-615-5780  
Contact Name: PAUL SCRIFERU

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

**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): Paul Soriero / Owner

Representative's Signature: Paul Soriero

Name of Company: Proactive Planning Associates

Tel. No.: 201-615-5780 Date: 6-18-18

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

The contractor and the owner Proactive Planning Assoc (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: PAUL SORIERO / OWNER  
Representative's Signature: Paul Soriero  
Name of Company: Proactive Planning Associates  
Tel. No.: 201-615-5780 Date: 6-18-18

Certification 43822

**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-2023**

**PROACTIVE PLANNING ASSOCIATES  
33 HILTON STREET  
PEQUANNOCK NJ 07440**



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
Acting State Treasurer

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

City Clerk File No. Res. 18-625

Agenda No. 10.Z.23

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ABSOLUTE FIRE PROTECTION CO., INC. FOR THE LEASE PURCHASE OF ONE (1) METRO 100 AERIAL LADDER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

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

**WHEREAS**, the Department of Public Safety, Division of Fire is in need of and desires to lease/purchase one (1) Metro 100 Aerial Ladder; and

**WHEREAS**, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing Program (HGAC) pursuant to N.J.S.A. 52:34-6.2; and

**WHEREAS**, the City desires to purchase said Metro 100 Aerial Ladder from Absolute Fire Protection Co., Inc. 2800 Hamilton Boulevard, South Plainfield, NJ 07080 for the sum of \$832,456 and is the holder of HGAC contract #FS 12-17; and

**WHEREAS**, Absolute Fire Protection Co., Inc. intends to assign its contract with the City to Tax- Exempt Leasing Corp; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, pursuant to the terms of the lease agreement the first lease payment is not due until 12 months after the award of this contract; and

**WHEREAS**, the sum of \$101,869.33 (One hundred one thousand eight hundred sixty nine dollars and thirty three cents), which is the amount of the first lease payment, will be budgeted in the 2019 budget and the nine subsequent lease payments will be budgeted in the 2020 through 2028 calendar year budgets; and

**WHEREAS**, these funds will be made available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of Absolute Fire Protection Co., Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2019 budget in account no. 01-201-25-265-316 and in subsequent fiscal year budgets; and be it further



City Clerk File No. Res. 18-625

Agenda No. 10.Z.23 JUN 27 2018

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

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ABSOLUTE FIRE PROTECTION CO., INC. FOR THE LEASE PURCHASE OF ONE (1) METRO 100 AERIAL LADDER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

**RESOLVED**, that subject to review and approval by Corporation council, the Mayor or Business Administrator is authorized to execute a lease agreement in substantially the form of the attached.

APPROVED: Jerome A. Cala  
Jerome A. Cala, Assistant Director  
Department of Public Safety

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

APPROVED AS TO LEGAL FORM

*B.R.  
6-13-18*

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | 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]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ABSOLUTE FIRE PROTECTION CO., INC FOR THE LEASE PURCHASE OF ONE (1) METRO 100 AERIAL LADDER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

**Initiator**

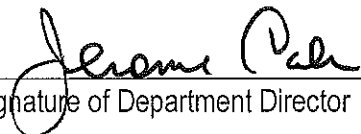
|                     |               |                                                      |
|---------------------|---------------|------------------------------------------------------|
| Department/Division | Public Safety | Division of Fire                                     |
| Name/Title          | Jerome Cala   | Assistant Director                                   |
| Phone/email         | 201-547-4239  | <a href="mailto:jcala@njcps.org">jcala@njcps.org</a> |


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 the lease purchase of a metro 100 aerial ladder. This ladder is to replace a 15 year old truck, Ladder 8.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



**ABSOLUTE**

**FIRE PROTECTION CO., INC.**

Phone: 908-757-3600 Fax: 908-757-3616

2800 Hamilton Boulevard, South Plainfield, NJ 07080  
www.absolutefire.com

March 16, 2018

Battalion Chief Henry DiGuillo  
City Of Jersey City  
465 Marin Boulevard  
Jersey City, NJ 07302

Battalion Chief DiGuillo,

Thank you for your considering the E-ONE product and Absolute Fire. We are pleased to provide pricing to purchase your apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program.

This letter serves as the quote under the HGAC Contract FS 12-17.

For One (1) Metro 100 Aerial Ladder mounted on Cyclone IIX Chassis We used the base model HA04.

Pursuant to the regulations established under the HGAC program, we modified the base model to meet your departmental needs. We are offering an HGAC quoted price of \$832,456.00.00.

The estimated delivery time is 10 months after completion of the preconstruction conference and signed drawings.

With the HGAC Process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to Absolute Fire Protection, issued by, you, the customer.

Absolute will then fax a copy of the official HGAC pricing along with a copy of the PO to the HGAC where they will issue an order confirmation. Once we receive the HGAC confirmation we will order the vehicle from E-ONE and schedule the preconstruction conference. We will then provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions please do not hesitate to contact me.

Very truly yours,

  
Tony Amoroso

Vice President



Schedule No. 02  
EXHIBIT B

May 10, 2018

SCHEDULE OF PAYMENTS

Rate: 3.85%

| Payment Number | Payment Date  | Payment               | Interest            | Principal            | Purchase Option Price* |
|----------------|---------------|-----------------------|---------------------|----------------------|------------------------|
| 1              | 5/10/2019     | \$ 101,869.33         | \$ 32,049.56        | \$ 69,819.77         | \$ 785,515.32          |
| 2              | 5/10/2020     | \$ 101,869.33         | \$ 29,361.49        | \$ 72,507.84         | \$ 710,832.24          |
| 3              | 5/10/2021     | \$ 101,869.33         | \$ 26,569.94        | \$ 75,299.39         | \$ 633,273.87          |
| 4              | 5/10/2022     | \$ 101,869.33         | \$ 23,670.92        | \$ 78,198.41         | \$ 552,729.51          |
| 5              | 5/10/2023     | \$ 101,869.33         | \$ 20,660.28        | \$ 81,209.05         | \$ 469,084.19          |
| 6              | 5/10/2024     | \$ 101,869.33         | \$ 17,533.73        | \$ 84,335.60         | \$ 382,218.52          |
| 7              | 5/10/2025     | \$ 101,869.33         | \$ 14,286.81        | \$ 87,582.52         | \$ 292,008.52          |
| 8              | 5/10/2026     | \$ 101,869.33         | \$ 10,914.88        | \$ 90,954.45         | \$ 197,362.69          |
| 9              | 5/10/2027     | \$ 101,869.33         | \$ 7,413.14         | \$ 94,456.19         | \$ 100,054.64          |
| 10             | 5/10/2028     | \$ 101,869.33         | \$ 3,776.55         | \$ 98,092.78         | \$ -                   |
|                | <b>Totals</b> | <b>\$1,018,693.30</b> | <b>\$186,237.30</b> | <b>\$ 832,456.00</b> |                        |

\*Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

Lessee: City of Jersey City

\_\_\_\_\_  
Signature

Brian Platt Business Administrator

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 18-626  
 Agenda No. 10.Z.24  
 Approved: JUN 27 2018



TITLE:

RESOLUTION AUTHORIZING THE AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFazio & BRAUSE, PC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY OF JERSEY CITY

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

**WHEREAS**, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

**WHEREAS**, Resolution 17.965, approved on December 13, 2017, awarded a one year professional services contract (PO #128156) effective (January 1, 2018) to Leitner Tort DeFazio & Brause, PC; and

**WHEREAS**, because all of the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional \$25,000.00; and

**WHEREAS**, funds in the amount of \$25,000.00 are available in Account No.: 01-201-23-210-312; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Leitner Tort DeFazio & Brause, PC is amended and the contract amount is increased by an additional \$25,000.00; and
2. The Mayor or Business Administrator is hereby authorized to execute the first amendment to the agreement attached hereto; and
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, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$25,000.00 are available in Account No.: 01-201-23-210-312. Total contract \$75,000.00

MJH 06/08/18

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

APPROVED AS TO LEGAL FORM

RR  
6-20-18

APPROVED: [Signature]

Business Administrator

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

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |        |     |      |               |     |     |      |                |     |     |      |
|-----------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
|                                         |        |     |      | 6 27 18       |     |     |      |                |     |     |      |
| COUNCILPERSON                           | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                  | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                              | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                | ABSENT |     |      | 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

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, PC TO REPRESENT THE CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY**

This First Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City (City) and Leitner Tort Defazio & Brause, PC.

WHEREAS, Resolution 17-965, approved on December 13, 2017, authorized a professional services agreement with Leitner Tort Defazio & Brause, PC to represent the City in various worker's compensation matters filed against the City; and

WHEREAS, Resolution 17-965 authorized a professional services contract in an amount not to exceed \$50,000.00 and for a term of 1 year; and

WHEREAS Leitner Tort Defazio & Brause, PC settled worker's compensation cases filed against the City exhausting the contract funds; and

WHEREAS, Leitner Tort Defazio & Brause, PC continues to handle additional worker's compensation claims filed against the City; and

WHEREAS it is necessary to increase the contract amount by an additional \$25,000.00 for performing the legal services associated with representing the City in various worker's compensation claims filed against the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Leitner Tort Defazio & Brause, PC authorized by Resolution 17-965, approved on December 13, 2017, is amended to increase the sum by the amount of \$25,000.00 for the services associated with representing the City in worker's compensation claims filed against the City.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Leitner Tort Defazio & Brause, PC dated January 1, 2018 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Leitner Tort Defazio & Brause, PC, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
**BRIAN PLATT**  
Business Administrator

**ATTEST:**

**LEITNER TORT DEFAZIO & BRAUSE, PC**

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

City Clerk File No. Res. 17-965

Agenda No. 10.7.24

Approved: DEC 13 2017

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO LEITNER TORT DEFazio & BRAUSE, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Leitner Tort Defazio & Brause, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, Leitner Tort Defazio & Brause, P.C. agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Leitner Tort Defazio & Brause, P.C. shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Leitner Tort Defazio & Brause, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. A one (1) year contract effective as of January 1, 2018 is awarded to Leitner Tort Defazio & Brause, P.C. for a total amount not to exceed \$50,000.00;
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. A copy of this resolution 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;



Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 17-965  
 Agenda No. 10.Z.24 DEC 13 2017

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO LEITNER TORT DEFAZIO & BRAUSE, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY**

4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(e), the award of the contract is subject to the appropriation of funds in the 2018 fiscal year temporary and permanent budgets.

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

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required  **APPROVED 9-0**

R.R.  
11-22-17

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.13.17 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                         | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| GADSDEN                                          | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                         | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

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

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

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

[Signature]  
 Robert Byrne, City Clerk

## AGREEMENT

This Agreement dated the 1<sup>st</sup> day of January, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of Leitner Tort DeFazio & Brause, P.C. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

### Term

The term of this agreement is one (1) year commencing on January 1, 2018.

### Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of One Thousand Five Hundred Dollars (\$1,500) per petition which will include up to two (2)

court appearances. The City shall pay Special Counsel for additional appearances after the initial two (2) court appearances at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for a maximum of an additional One Thousand Five Hundred Dollars (\$1,500).

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of Three Thousand Dollars (\$3,000) per case.

The total amount of this agreement shall not exceed Fifty Thousand Dollars (\$50,000).

B. Special Counsel shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be

performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

#### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

### New Jersey Business Registration Requirements

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

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

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

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

### Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further

rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

#### Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

#### 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 Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Special Counsel, 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 Special Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### 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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

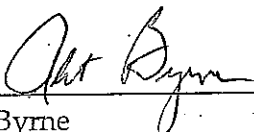
**Certification of Funding**

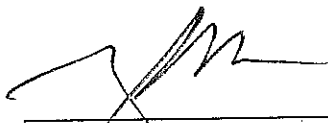
Pursuant to N.J.A.C. 5:30-5.5(e), the award of the contract is subject to the availability and appropriation of sufficient funds in the 2018 fiscal year temporary and permanent budgets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

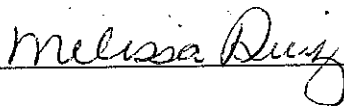
CITY OF JERSEY CITY

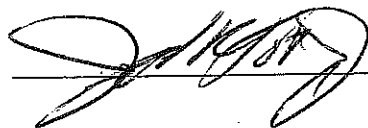
  
\_\_\_\_\_  
Robert Byrne  
City Clerk

  
\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

Witness:

LEITNER TORT DEFAZIO &  
BRAUSE, P.C.

  
\_\_\_\_\_

  
\_\_\_\_\_

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

City Clerk File No. Res. 18-627

Agenda No. 10.Z.25

Approved: JUN 27 2018

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MASER CONSULTING P.A. TO COMBINE MLK DRIVE ROADWAY IMPROVEMENTS, J.C. PROJECT #14-005-E, WITH THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT MLK DRIVE AND FULTON AVENUE, J.C. PROJECT #17-004-T, AND TO INCLUDE BIDDING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City requires the services of a Professional Engineering firm to provide design and engineering services on the Martin Luther King Drive Roadway, Project No. 14-005-E, and the Traffic Signal and Intersection Improvements, Project No. 17-004-T; and

**WHEREAS**, Resolution No. 15-063 approved on January 28, 2015 awarded a professional engineering services contract to Maser Consulting P.A. in the amount of Sixty Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$68,450.00) for design and engineering services associated with Project No. 14-005-E; and

**WHEREAS**, Resolution No. 17-060 approved on January 25, 2017 awarded a professional engineering services contract to Maser Consulting P.A. in the amount of Twenty One Thousand Seven Hundred Dollars and Zero Cents (\$21,700.00) for design and engineering services associated with Project No. 17-004-T; and

**WHEREAS**, the City wishes to combine the two (2) projects into one (1) project in order to facilitate an expedited construction timeline and to defray the administration costs of bidding and managing two (2) separate projects; and

**WHEREAS**, the City requested that Maser Consulting P.A. prepare a Proposal to combine the two (2) projects and revise the construction documents to reflect same; and

**WHEREAS**, Maser Consulting P.A. agrees to perform the additional work in the attached Proposal dated June 13, 2018, for the sum of Sixteen Thousand Dollars and Zero Cents (\$16,000.00); and

**WHEREAS**, the term of the Agreement shall be extended six (6) additional months; and

**WHEREAS**, funding in the amount of Sixteen Thousand Dollars and Zero Cents (\$16,000) is available for this expenditure from:

Account # 04-215-55-905-990 Requisition # 0184089 P.O. # 129719 Amount \$16,000.00



TITLE:

**RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MASER CONSULTING P.A. TO COMBINE MLK DRIVE ROADWAY IMPROVEMENTS, J.C. PROJECT #14-005-E, WITH THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT MLK DRIVE AND FULTON AVENUE, J.C. PROJECT #17-004-T, AND TO INCLUDE BIDDING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

- 1) The Agreements with Maser Consulting P.A. is amended to increase the Contract by an additional Sixteen Thousand Dollars and Zero Cents (\$16,000.00), and the Contract term is extended by an additional six (6) months; and
- 2) The Mayor or Business Administrator is authorized to execute the First Amendment to the Agreement attached hereto; and
- 3) All other terms and conditions of the contract remain in effect; and
- 4) A notice of this Amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A-1 et seq.

Funds for this expenditure are available from:

Account # 04-215-55-905-990 Requisition # 0184089 P.O. # 129719 Amount \$16,000.00

D.B. 6/15/18

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

R.R  
6-19-18

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | 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 AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MASER CONSULTING P.A. TO COMBINE MLK DRIVE ROADWAY IMPROVEMENTS, J.C. PROJECT #14-005-E, WITH THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT MLK DRIVE AND FULTON AVENUE, J.C. PROJECT #17-004-T, AND TO INCLUDE BIDDING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

|                     |                |                               |
|---------------------|----------------|-------------------------------|
| Department/Division | ADMINISTRATION | ENGINEERING, TRAFFIC & TRANS. |
| Name/Title          | Jose R. Cunha  | Municipal Engineer            |
| Phone/email         | 201-547-4411   | JCunha@icnj.org               |

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

**There exists a need for a consulting engineering firm to combine two (2) existing contracts into one (1) bid documents for the MLK Drive Roadway Improvements, Project No. 14-005-E with the bid documents for the Traffic Signal and Intersection Improvements at MLK Drive and Fulton Avenue, Project No. 17-004-T into a single contract, including bidding services to facilitate faster construction timeline, and to reduce administrative costs associated with bidding two separate contracts.**

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

**General Engineering Account:**  
Existing Contracts

- Professional Services Acct: 04-215-55-948-990  
Req. 0168667 Amt. \$68,450.00 – Proposal
- Professional Services Acct: 04-215-55-905-990  
Amt. \$12,884.00 – Contingency
- 2016 Capital – Engineering Professional Services  
Acct: 04-215-55-116-990  
Requisition No: 0177384, Encumbered: \$21,700.00

Amendment No. 1

- Professional Services Acct: 04-215-55-905-990  
Req. 0184089 Amt. \$16,000.00 – Proposal

Once approved, contract will be for 6 months.

**Type of award** RFQ – Pre Qualified General Engineers

If "Other Exception", enter type

**Additional Information**

MASER CONSULTING P.A. is an engineering firm who has completed the engineering services, and has prepared the bid documents including construction plans, and specifications for the above-referenced two MLK Drive projects.

I certify that all the facts presented herein are accurate.

Jose R. Cunha  
Jose R. Cunha, PE, CME, CPWM, CRP  
Director of Engineering

6/15/18  
Date

Brian D. Platt  
Brian D. Platt  
Business Administrator

6/20/18  
Date

**FIRST AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MASER CONSULTING P.A. TO COMBINE MLK DRIVE ROADWAY IMPROVEMENTS, J.C. PROJECT #14-005-E, WITH THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT MLK DRIVE AND FULTON AVENUE, J.C. PROJECT #17-004-T, AND TO INCLUDE BIDDING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**WHEREAS**, the City of Jersey City requires the services of a Professional Engineering firm to provide design and engineering services on the Martin Luther King Drive Roadway, Project No. 14-005-E, and the Traffic Signal and Intersection Improvements, Project No. 17-004-T; and

**WHEREAS**, Resolution No. 15-063 approved on January 28, 2015 awarded a professional engineering services contract to Maser Consulting P.A. in the amount of Sixty Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$68,450.00) for design and engineering services associated with Project No. 14-005-E; and

**WHEREAS**, Resolution No. 17-060 approved on January 25, 2017 awarded a professional engineering services contract to Maser Consulting P.A. in the amount of Twenty One Thousand Seven Hundred Dollars and Zero Cents (\$21,700.00) for design and engineering services associated with Project No. 17-004-T; and

**WHEREAS**, the City wishes to combine the two (2) projects into one (1) project in order to facilitate an expedited construction timeline and to defray the administration costs of bidding and managing two (2) separate projects; and

**WHEREAS**, the City requested that Maser Consulting P.A. prepare a Proposal to combine the two (2) projects and revise the construction documents to reflect same; and

**WHEREAS**, Maser Consulting P.A. agrees to perform the additional work in the attached Proposal dated June 13, 2018, for the sum of Sixteen Thousand Dollars and Zero Cents (\$16,000.00); and

**WHEREAS**, the term of the Agreement shall be extended six (6) additional months; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The Contract with Maser Consulting P.A. authorized by Resolution No. 15-063 approved on January 28, 2015 is amended to increase the sum by the amount of Sixteen Thousand Dollars and Zero Cents (\$16,000.00) for the performance of the increased scope of work requested by the City and described in Maser Consulting's proposal dated June 13, 2018, which is attached hereto.
2. The term of the Contract is extended by an additional six (6) months.
3. All other terms, covenants, conditions, rights, and liabilities of the parties as set forth in the Professional Services Agreement with Maser Consulting P.A. dated \_\_\_\_\_ shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Maser Consulting P.A., by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seal thereto on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**MASER CONSULTING P.A.**

\_\_\_\_\_

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervisory Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

[DATE]



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** June 15, 2018  
**TO:** Rolando L. Lavarro Jr., Council President and Council Members  
**FROM:** Jose R. Cunha, Director of Engineering, Traffic and Transportation  
**SUBJECT:** **MLK Drive Roadway Improvements**  
 Project No. 14-005-E  
**Traffic Signal and Intersection Improvements at MLK Drive and Fulton Avenue**  
 Project No. 17-004-T  
 Resolution to Amend Professional Services Agreements with Maser  
 Consulting P.A. for Engineering and Design Services

The purpose of this Resolution is to authorize the combination of two (2) existing professional engineering services contracts to Maser Consulting P.A. into one (1) construction document. Combining the MLK Drive Roadway Improvements contract, Project No. 14-005-E, and the Traffic Signal and Intersection Improvements at MLK Drive and Fulton Avenue, Project No. 17-004-T, into one (1) set of construction documents will reduce administration costs associated with bidding and managing two (2) separate construction contracts. It will also reduce the construction timeline by allowing easier coordination of onsite work in a relatively finite area.

In order to facilitate this change in scope, the Proposal to combine the separate construction documents into one (1) construction document is attached for your consideration. This Division is confident that the additional funds necessary to complete this task will be more than offset by savings during construction and construction administration.

Following are the sources of funding for this project:

- |                                         |             |
|-----------------------------------------|-------------|
| 1. Account No. <u>04-215-55-905-990</u> | \$16,000.00 |
|-----------------------------------------|-------------|

Attached for your consideration is the Resolution amending the existing Professional Services Agreements with Maser Consulting P.A. in the amount of Sixteen Thousand Dollars and Zero Cents (\$16,000.00) for the subject project.

\_\_\_\_\_  
 Jose R. Cunha, P.E., C.M.E.  
 Director of Engineering, Traffic and Transportation



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

**Corporate Headquarters**  
331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701  
T: 732.383.1950  
F: 732.383.1984  
[www.maserconsulting.com](http://www.maserconsulting.com)

December 6, 2017  
**Revised June 13, 2018**

**VIA EMAIL**

Chris Piersa, P.E., Principal Engineer  
City of Jersey City  
Division of Engineering, Traffic & Trans.  
280 Grove Street  
Jersey City, NJ 07302

Re: Proposal for Professional Services  
MLK Drive Roadway and Traffic Signal Improvements  
City of Jersey City, Hudson County, New Jersey  
MC Proposal No. 17007408P

Dear Mr. Piersa:

Maser Consulting P.A. has completed the design and bid documents for the MLK Drive Roadway Improvements and the MLK Drive/Fulton Avenue Traffic Signal Projects. It is our understanding that you are requesting that we combine the final documents for these projects into a single bid and construction project.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

**SECTION I – SCOPE OF SERVICES**

Based on your request, we propose to complete the following:

**PHASE 1.0 FINAL BID DOCUMENTS**

- 1.1 The final contract plans, specifications and engineer's estimate will be combined to provide a single base bid contract.



- 1.2 The documents will be submitted to your office for one review.
- 1.3 As the completed separate project documents have been reviewed by your office, we expect to receive minor comments from your review of the combination documents. We will revise the combination documents to address any minor comments.

### **PHASE 2.0 PUBLIC BID SERVICES**

Under this phase, we will assist you during the public bidding of this project. All bidder inquiries will be directed to your office. Any required clarifications and/or addenda will be issued by your office. The scope of work under this phase generally includes the following:

- 2.1 Assist your office in addressing RFI's by bidders;
- 2.2 Assist in preparing contract clarifications and/or addenda;

### **PHASE 3.0 REIMBURSABLE EXPENSES**

We will provide the following for your use in the bidding of the project.

- One (1) of the final plans in pdf format signed and sealed, and AutoCAD electronic format.
- One (1) copy of the specifications in both word and pdf format (pdf signed and sealed).
- One (1) unbound hard copy of the specifications signed and sealed.
- Four (4) bound hard copies of the specifications signed and sealed.
- Four (4) signed and sealed copies of the Engineer's Estimate.
- Four (4) hard copies of final plans signed and sealed.

Additional delivery, mileage, printing and reproduction, overnight mail service and postage costs are included in the lump sum fee for this phase.

### **SCHEDULE OF FEES**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

|           |                            |                    |
|-----------|----------------------------|--------------------|
| PHASE 1.0 | FINAL BID DOCUMENTS        | \$ 9,100.00        |
| PHASE 2.0 | PUBLIC BID SERVICES        | \$ 2,100.00        |
| PHASE 3.0 | REIMBURSABLE EXPENSES      | <u>\$ 4,800.00</u> |
|           | <b>TOTAL ESTIMATED FEE</b> | <b>\$16,000.00</b> |

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract.





### **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

### **1.0 SCOPE OF SERVICES:**

A description of the services to be provided by Maser Consulting P.A. will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Maser Consulting P.A.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Maser Consulting P.A. extend beyond a date 12 months after the date of execution of this Agreement, Maser Consulting reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Maser Consulting P.A. reserves the right to increase the balance of the fee still to be billed as of the anniversary date. Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

### **3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

### **5.0 RETAINER:**

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services, some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.



Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures. Maser Consulting P.A. does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Maser Consulting P.A. does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

#### **7.0 UTILITIES:**

In the execution of our services Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

#### **8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

#### **9.0 SUBCONSULTANTS/SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

#### **10.0 AGREED REMEDY:**

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/subcontractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

#### **11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

#### **12.0 INDEMNIFICATION:**

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent



jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

**13.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A.

Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

**15.0 GENERAL CONDITIONS:**

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.



**16.0 CONSTRUCTION OBSERVATION SERVICES:**

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Maser Consulting P.A. shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Maser Consulting P.A.'s Proposal. The extent and limitations of the duties, responsibilities and authority of Maser Consulting P.A. as outlined in the Scope of Services provided in Maser Consulting P.A.'s Proposal shall not be modified, except as Maser Consulting P.A. and Client may otherwise agree in writing.

Maser Consulting P.A. services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Maser Consulting P.A. shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and Maser Consulting P.A. shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Maser Consulting P.A. have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Maser Consulting P.A. neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Maser Consulting P.A.'s services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Maser Consulting P.A. that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Maser Consulting P.A. harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Maser Consulting P.A.

If the Client requests in writing that Maser Consulting P.A. provide any specific construction phase services and if Maser Consulting P.A. agrees in writing to provide such services, Maser Consulting P.A. shall be compensated in accordance with a written Agreement between the Client and Maser Consulting P.A.

**17.0 OPINIONS OF PROBABLE COST:**

In reviewing Maser Consulting P.A.'s opinions of probable construction cost, the Client understands that Maser Consulting P.A. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Maser Consulting P.A. are to be made based on Maser Consulting P.A.'s judgment, qualifications and experience as a design professional familiar with the construction industry. Maser Consulting P.A. makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**18.0 HAZARDOUS MATERIALS:**

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Maser Consulting P.A.'s Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Maser Consulting P.A. or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Maser Consulting P.A.'s services, Maser Consulting P.A. may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Maser Consulting P.A. posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Maser Consulting P.A., its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Maser Consulting P.A.

**19.0 TOPOGRAPHIC MAPPING:**

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

Maser Consulting P.A. shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Maser Consulting P.A., the topographic survey shall be limited to the extent of the information provided by the Client or others. Maser Consulting P.A. shall not be responsible for any unknown conditions not identified in the information provided to Maser Consulting P.A. or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Maser Consulting P.A.

**20.0 EARTHWORK ANALYSIS:**

In reviewing Maser Consulting P.A.'s earthwork analysis, calculations, reports or opinions, the Client understands that Maser Consulting P.A.'s data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Maser Consulting P.A. is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.



**21.0 GOVERNING LAW:**

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

**22.0 INVALID TERMS:**

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**23.0 SURVIVAL:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Maser Consulting P.A. under this Agreement or the termination of this Agreement for any reason.

**24.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – 2018 RATE SCHEDULE**

**TECHNICAL STAFF RATES**

| <b>BILLING TITLES</b>                        | <b>HOURLY RATES</b> |
|----------------------------------------------|---------------------|
| Executive Principal.....                     | 250.00              |
| Principal .....                              | 210.00              |
| Senior Technical Director .....              | 195.00              |
| Senior Project Manager .....                 | 185.00              |
| Technical Director.....                      | 175.00              |
| Project Manager .....                        | 165.00              |
| Senior Project Specialist.....               | 155.00              |
| Project Specialist.....                      | 145.00              |
| Technical Professional .....                 | 135.00              |
| Technical Specialist.....                    | 125.00              |
| Specialist .....                             | 115.00              |
| Senior Data Technician .....                 | 105.00              |
| Senior Technical Assistant .....             | 95.00               |
| Technical Assistant.....                     | 85.00               |
| Data / Field Technician .....                | 75.00               |
| Survey Crew – 2 Man.....                     | 200.00              |
| Survey Crew – 1 Man w/Robotic Equipment..... | 175.00              |
| Expert Witness .....                         | 300.00              |
| Sr. LSRP.....                                | 270.00              |
| LSRP .....                                   | 210.00              |

**REIMBURSABLE EXPENSES**

|                                               |                 |
|-----------------------------------------------|-----------------|
| General Expenses .....                        | Cost + 15%      |
| Travel (Hotel, Airfare, Meals).....           | Cost + 15%      |
| Sub-Consultants/Sub-Contractors .....         | Cost + 20%      |
| Mileage Reimbursement*.....                   | 0.56 / Per Mile |
| Plotting .....                                | 3.75 / Each     |
| Computer Mylars / Color Plots .....           | 50.00 / Each    |
| Photo Copies .....                            | 0.10 / Each     |
| Color Photo Copies .....                      | 1.75 / Each     |
| Document Binding .....                        | 3.00 / Each     |
| Compact Disk CD/DVD.....                      | 75.00 / Each    |
| Exhibit Lamination (24" x 36" or larger)..... | 50.00 / Each    |
| Initial Digital Signature.....                | 250.00          |
| Additional Digital Signatures.....            | 50.00/Each      |

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2018



**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until August 13, 2018.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'JAP', is written over a horizontal line.

James A. Priolo, P.E., P.P., CME, CPWM  
Principal

JAP/sab

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

\\hqfas1\general\proposals\2017\17007408p\180613\_jap\_piersa\_proposal\_r1.docx



(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 M Maser, PE, PP, Chairman / CEO

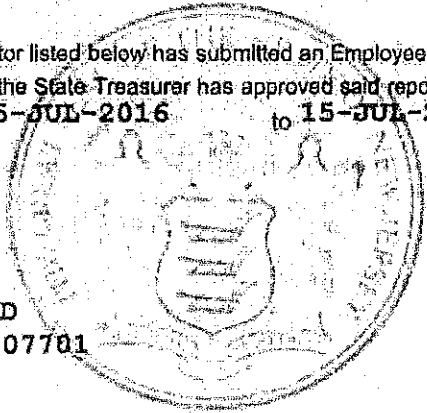
Representative's Signature: 

Name of Company: Maser Consulting P.A.

Tel. No.: (732) 383-1950 Date: March 15, 2018

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2016** to **15-JUL-2019**



**MASER CONSULTING P.A.**  
**331 NEWMAN SPRINGS ROAD**  
**RED BANK NJ 07701**



*Ford M. Scudder*  
**FORD M. SCUDDER**  
Acting State Treasurer

### 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

*Richard M. Maser*  
**Richard M Maser, PE, PP, Chairman/CFO**

**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 services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during 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 M Maser, PE, PP, Chairman / CEO  
Representative's Signature: [Signature]  
Name of Company: Maser Consulting P.A.  
Tel. No.: (732) 383-1950 Date: March 15, 2018

**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 : Maser Consulting P.A.  
Address : 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701  
Telephone No. : (732) 383-1950  
Contact Name : Richard M Maser, PE, PP, Chairman / CEO

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: Maser Consulting P.A.  
Address: 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701.  
Telephone No. : (732) 383-1950  
Contact Name: Richard M Maser, PE, PP, Chairman / CEO

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08648-0252

TAXPAYER NAME:

MASER CONSULTING P.A.

TAXPAYER IDENTIFICATION#:

ADDRESS:

331 NEWMAN SPRINGS RD  
RED BANK NJ 07701-6689

EFFECTIVE DATE:

10/15/85

FORM-BRC(08-01)

TRADE NAME:

MASER ASSOCIATES

SEQUENCE NUMBER:

0098895

ISSUANCE DATE:

06/08/04

*J.P. & Tully*  
Acting Director

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

**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 Maser Consulting P.A. (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 Maser Consulting P.A. (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: Maser Consulting P.A.

Signed  Title: Business Development Coordinator

Print Name Tereza Mirkovic Date: March 15, 2018

Subscribed and sworn before me  
this 15 day of March, 2018.

My Commission expires:

  
Seal)

(Affiant)   
(Print name & title of affiant) (Corporate

Tereza Mirkovic, Business Development Coordinator

**MICHELLE L. BRENNAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES DEC. 17, 2020**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

Maser Consulting P.A.

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council         |
| Team Fulop                            | Friends of Khemraj “Chico” Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano     |
| Lavarro for Council                   | Michael Yun for Council            |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne      |
| Councilperson Daniel Rivera           | Diane Coleman for Council          |

**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                          |
|------------------------------|---------------------------------------|
| Richard M. Maser             | 20 Longview Way, Sea Bright, NJ 07760 |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |

**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: Maser Consulting P.A.

Signed: [Signature] Title: Business Development Coordinator

Print Name: Tereza Mirkovic Date: March 15, 2018

|                                                                                  |                                                                                                  |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>15</u> day of <u>March</u> , 20 <u>18</u> | <u>[Signature]</u><br>Tereza Mirkovic, Business Development Coordinator                          |
| <u>[Signature]</u><br>My Commission expires:                                     | <b>MICHELLE L. BRENNAN</b><br>NOTARY PUBLIC OF NEW JERSEY<br>MY COMMISSION EXPIRES DEC. 17, 2020 |

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

City Clerk File No. Res. 18-628  
Agenda No. 10.Z.26  
Approved: JUN 27 2018  
TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT JOSEPH MENENDEZ, MARK A. PETRUCELLI, STEVEN MCGILL, JAMES SHEA, JEROME CALA, AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on April 30, 2018 in Superior Court of New Jersey under Docket No. HUD-L-1646-18 by Vanessa Gross alleging New Jersey Conscientious Employee Protection Act violation, gender discrimination, discrimination based on military status and hostile work environment; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent Joseph Menendez, Mark A. Petrucelli, Steven McGill, James Shea, Jerome Cala, and Mark Bunbury; and

**WHEREAS**, the law firm of Brach Eichler, LLC is qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$75,000.00**; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, in October 2017, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Brach Eichler, LLC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Brach Eichler, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, a temporary encumbrance in the amount of \$15,000.00 is available in **Account No. 18-01-201-23-210-312**.

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Brach Eichler, LLC to represent Joseph Menendez, Mark A. Petrucelli, Steven McGill, James Shea, Jerome Cala, and Mark Bunbury in the Vanessa Gross litigation is hereby ratified for one year effective **May 23, 2018**, for a total contract amount of **\$75,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT JOSEPH MENENDEZ, MARK A. PETRUCELLI, STEVEN MCGILL, JAMES SHEA, JEROME CALA, AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.**

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer hereby certifies that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. **PO NO. 129637**

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

..:r  
06/13/2018

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

APPROVED AS TO LEGAL FORM

APPROVED: Joe Mungia  
Business Administrator

[Signature]  
Corporation Counsel

R.B  
6-14-18

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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]  
Rólando 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 RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OF FIRM OF BRACH EICHLER, LLC TO REPRESENT JOSEPH MENENDEZ, MARK A. PETRUCELLI, STEVEN MCGILL, JAMES SHEA, JEROME CALA, AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

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

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

It was necessary to hire outside counsel to represent Joseph Menendez, Mark A. Petrucelli, Steven McGill, James Shea, Jerome Cala, and Mark Bunbury who were named in a complaint filed in Superior Court by Vanessa Gross alleging New Jersey Conscientious Employee Protection Act violation, gender discrimination, and discrimination based on military status and hostile work environment.

**Cost (Identify all sources and amounts)**

\$75,000  
Insurance Fund Commission.  
18-01-201-23-210-312

**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 \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Brach Eichler, LLC 101 Eisenhower Parkway, Roseland, New Jersey 07068, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Vanessa Gross v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believes 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 is engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost

estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of



paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of

any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential



information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal 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 there from. 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 attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Brian Platt**  
Business Administrator

**WITNESS:**

**Brach Eichler**

\_\_\_\_\_  
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.

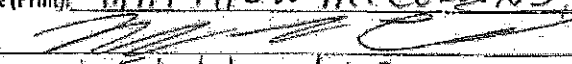
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): MATTHEW M. COLLINS ESQ.

Representative's Signature: 

Name of Company: Brach Eichler LLC

Tel. No.: 973-228-5700 Date: 5/19/18

Certification 54804

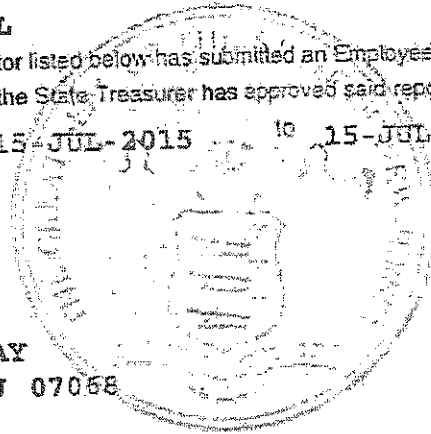
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2015 to 15-JUL-2018

BRACH RICHLER LLC  
101 EISENHOWER PARKWAY  
ROSELAND NJ 07068



*Robert A. Romano*

Robert A. Romano,  
Acting State Treasurer

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

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

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

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

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

Representative's Name/Title Print: MATTHEW M. COLLINS, ESQ.  
Representative's Signature: [Signature]  
Name of Company: BRACH EICHER LLC  
Tel. No.: 973-228-5700 Date: 5/17/18



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Brach Eichler LLC  
Address : 101 Eisenhower Parkway, Roseland, NJ 07068  
Telephone No. : 973-403-3151  
Contact Name : Matthew M. Collins, Esq.

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Brach Eichler LLC  
Address: 101 Eisenhower Parkway, Roseland, NJ 07068  
Telephone No. : 973-403-3151  
Contact Name: Matthew M. Collins, Esq.

Please check applicable category:

Minority Owned Business (MBE)                       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)                       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

04/29/09

Taxpayer Identification# 264-580-220/000

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 12 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

James J. Frusciano  
Director  
New Jersey Division of Revenue

|                                          |                         |                                                                                                          |
|------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------|
| <b>STATE OF NEW JERSEY</b>               |                         | <small>DEPARTMENT OF TREASURY/<br/>DIVISION OF REVENUE<br/>PO BOX 252<br/>TRENTON, NJ 08646-0252</small> |
| <b>BUSINESS REGISTRATION CERTIFICATE</b> |                         |                                                                                                          |
| <b>TAXPAYER NAME:</b>                    | <b>TRADE NAME:</b>      |                                                                                                          |
| BRACH EICHLER L.L.C.                     |                         |                                                                                                          |
| <b>ADDRESS:</b>                          | <b>SEQUENCE NUMBER:</b> |                                                                                                          |
| 101 EISENHOWER PARKWAY                   | 1483315                 |                                                                                                          |
| ROSELAND NJ 07068                        | <b>ISSUANCE DATE:</b>   |                                                                                                          |
| <b>EFFECTIVE DATE:</b>                   | 04/29/09                |                                                                                                          |
| 04/29/09                                 |                         | <br>Director<br>New Jersey Division of Revenue                                                           |

FORM JRC

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Brach Eichler LLC

Signed [Signature] Title: Member

Print Name: MATTHEW M. COLLINS Date: 5/17/18

Subscribed and sworn before me  
this 17th day of May, 2018.  
My Commission expires:

COLLINS

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

DIANE FAMULA  
Notary Public, State of New Jersey  
My Commission Expires  
September 12, 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 | Mira Prinz-Arcy for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 - Signature and Attestation:**

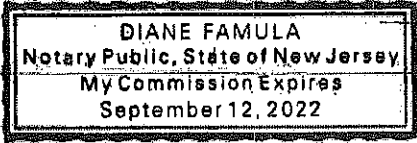
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Brach Eichler LLC  
 Signature of Affiant: [Signature] Title: Member  
 Printed Name of Affiant: Matthew M. Collins, Esq. Date: 5/17/18

Subscribed and sworn before me this 17 day of May, 2018.

Diane Famula  
(Witnessed or attested by)

My Commission expires:



(Seal)

| NAME OF MEMBER       | ADDRESS                                                              | PERCENTAGE OWNED |
|----------------------|----------------------------------------------------------------------|------------------|
| Capozzi, Edward P.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Collins, Matthew M.  | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Dagli, Riza I.       | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Donica, M. Sidney    | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Dornfeld, Lani M.    | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Dromsky-Reed, Susan  | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Fanburg, John D.     | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Gladstone, Stuart M. | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Gormally, Charles X. | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Gorrell, Joseph M.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Grelecki, Carol      | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Hammer, Alan R.      | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |

| NAME OF MEMBER       | ADDRESS                                                              | PERCENTAGE OWNED |
|----------------------|----------------------------------------------------------------------|------------------|
| Kasolas, Bobby       | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Lenker, Brian R.     | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Lienhardt, Debra C.  | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Manigan, Mark E.     | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Pachman, Stuart L.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Polkowitz, Stuart J. | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Pollak, Daniel J.    | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Popowitz, Allen J.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Rainone, Anthony M.  | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Ritter, David J.     | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Roberts, Keith J.    | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |

| NAME OF MEMBER     | ADDRESS                                                              | PERCENTAGE OWNED |
|--------------------|----------------------------------------------------------------------|------------------|
| Rubright, Susan R. | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Soranno, Carl J.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Stella, Frances B. | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |
| Suriano, Rose A.   | Brach Eichler L.L.C.<br>101 Eisenhower Parkway<br>Roseland, NJ 07068 | 3.70             |





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

City Clerk File No. Res. 18-629

Agenda No. 10.Z.27

Approved: JUN 27 2018

TITLE:



**RESOLUTION RATIFYING THE RENEWAL AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.**

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

**WHEREAS**, former Mayor Jeremiah Healy and former Police Chief Robert Troy were named in a complaint 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 (City) in this matter; and

**WHEREAS**, Resolution 09-795 approved September 23, 2009 awarded a professional services agreement in the amount of \$75,000.00 to the law firm of Carmagnola and Ritardi; and

**WHEREAS**, Resolution 10-750 approved October 27, 2010 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$75,000.00; and

**WHEREAS**, Resolution 11-762 approved November 9, 2011 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$47,205.72 in the Montone matter and \$30,577.81 in the Astriab matter; and

**WHEREAS**, Resolution 12-648 approved August 22, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$10,000.00 in the Montone matter; and

**WHEREAS**, Resolution 12-867 approved December 19, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$50,000.00 in the Montone matter; and

**WHEREAS**, Resolution 12-868 approved December 19, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$25,636.00; and

**WHEREAS**, Resolution 14.212 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$37,900.41; and

**WHEREAS**, Resolution 14.211 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$23,715.22; and

**WHEREAS**, Resolution 15.219 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$22,370.33; and

TITLE:

**RESOLUTION RATIFYING THE RENEWAL AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, Resolution 15.255 approved April 8, 2015 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$115,000.00; and

**WHEREAS**, Resolution 16.317 approved May 12, 2016 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$14,357.83; and

**WHEREAS**, Resolution 16.316 approved May 12, 2016 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$30,830.20; and

**WHEREAS**, Resolution 17-777 approved September 27, 2017 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$75,000.00; and

**WHEREAS**, a motion was granted to consolidate Astriab/Civil Action No. 06-280 and Montone/Civil Action No. 06-3790; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of a professional services contract with the law firm of Carmagnola and Ritardi for an additional twelve month period effective as of May 13, 2018; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of professional services contract to twelve months; and

**WHEREAS**, the law firm of Carmagnola and Ritardi has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity disclosure Certification in the previous one year, and that the contract prohibits the law firm of Carmagnola and Ritardi from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, the law firm of Carmagnola and Ritardi 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**, because all of the contract funds were expended it is necessary to increase the contract amount by an additional **\$100,000**; and

**WHEREAS**, a temporary encumbrance in the amount of **\$15,000** is available in **Account No. 18-01-201-23-210-312**.

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

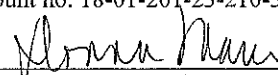
TITLE:

**RESOLUTION RATIFYING THE RENEWAL AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.**

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

1. The agreement with Domenick Carmagnola of the law firm of Carmagnola and Ritardi is renewed for a one year period effective May 13, 2018; for a total contract amount of **\$100,000**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.
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. 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, shall be placed on file with this Resolution.
6. 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.
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

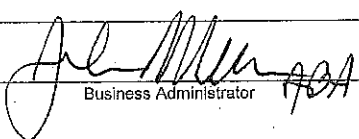
I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer hereby certify that funds in the amount of \$15,000 are available in account no. 18-01-201-23-210-312. PO # / 29426

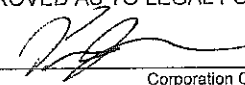
  
Donna Mauer, Chief Financial Officer

DAT  
05/23/2018

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0


*R.R.  
6/14/18*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE RENEWAL AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

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

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

**Contract Purpose**

A Complaint was filed by John Astriab against former Chief of Police Robert Troy and several police officers and City officials alleging violation of civil rights as well as hostile work environment and gender discrimination. These matters have been consolidated. Due to a conflict of interest, it is necessary to continue to hire outside counsel.  
  
We are reauthorizing the renewal of this contract for twelve (12) months.

**Cost (Identify all sources and amounts)**

18-01-201-23-210-312  
\$100,000

**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

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Domenick Carmagnola, Esq. of the Law Firm of Carmagnola and Ritardi, 60 Washington Street, Morristown, New Jersey 07960, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *John Astriab/Valerie Montone v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.



The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**



The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. 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**

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Domenick Carmagnola, Esq.**

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

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

City Clerk File No. Res. 18-630  
 Agenda No. 10.Z.28  
 Approved: JUN 27 2018



TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF PHILBERT ALVAREZ V. CITY OF JERSEY CITY, ET AL.**

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

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution No. 17-026 on January 11, 2017 authorizing a professional services agreement with the law firm of Florio Kenny Raval, LLP as Special Counsel to represent the Jersey City Incinerator Authority in a lawsuit filed in Superior Court under docket no. HUD-L-4755-15 on November 18, 2015 by Philbert Alvarez alleging excessive force, unlawful search of vehicle and impound of vehicle, and that \$2,000 was seized and taken from his home following his arrest; and

**WHEREAS**, the City awarded the contract to Florio Kenny Raval, LLP under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the lawsuit has now settled and because all of the contract funds were expended it is necessary to amend the contract and increase it by an additional \$13,437.50 in order to pay Special Counsel's final invoices; and

**WHEREAS**, funds in the amount of \$13,437.50 are available in account no. 01-201-23-210-312.

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

1. The contract with Florio Kenny Raval, LLP is hereby amended to increase the contract amount by an additional **\$13,437.50** to pay the final invoice.
2. 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 funds in the amount of \$13,437.50 are available in Account No. 01-201-23-210-312. PO # 129639

\_\_\_\_\_  
 Donna Mauer, Chief Financial Officer

NR  
06/13/2018

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 8-0**

*RR*  
*6-14-18*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL, L.L.P. TO REPRESENT JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF PHILBERT ALVAREZ V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

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

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

**Contract Purpose**

Funds in the amount of \$13,437.50 are needed to pay final invoice.

**Cost (Identify all sources and amounts)**

Insurance Fund Commission  
18-01-201-23-210-312  
\$13,437.50

**Contract term (include all proposed renewals)**

Pay Final Invoice

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

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE JERSEY CITY INCINERATOR AUTHORITY IN THE MATTER OF PHILBERT ALVAREZ V. CITY OF JERSEY CITY, ET AL.**

This Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City (City) and Florio Kenny Raval, LLP.

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution No. 17-026 on January 11, 2017 authorizing a professional services agreement in the amount of \$25,000 with the law firm of Florio Kenny Raval, LLP 5 Marine View Plaza #103, Hoboken, NJ 07030 as Special Counsel to represent the Jersey City Incinerator Authority; and

**WHEREAS**, Florio Kenny Raval, LLP is no longer serving as Special Counsel to represent the Jersey City Incinerator Authority; and

**WHEREAS**, all of the contract funds were expended and it is necessary to amend the contract and increase it by an additional \$13,437.50 in order to pay Special Counsel's final invoices; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Florio Kenny Raval, LLP authorized under by Resolution 17-026 approved on January 11, 2017, is amended to increase the sum by the amount of \$13,437.50 in order to pay final invoices for the services associated with representing the Jersey City Incinerator Authority.

2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Florio Kenny Raval, LLP have executed this First Amendment to the Agreement and affixed



their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE**  
City Clerk

---

**BRIAN PLATT**  
Business Administrator

**ATTEST:**

---

**FLORIO KENNY RAVAL, LLP**

---

(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): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

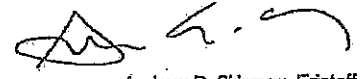
Date: 6/13/2018

Certification 14952

**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-2014~~ to ~~15-AUG-2021~~

FLORIO & KENNY L.L.P.  
5 MARINE VIEW PLAZA  
HOBOKEN NJ 07030

  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

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

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

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

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

Representative's Name/Title Print: Edward J. Florio, Senior Partner  
Representative's Signature: \_\_\_\_\_  
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Tel. No.: (201) 659-8011 Date: 6/13/2018

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Address : 5 Marine View Plaza- Suite 103, Hoboken, NJ 07030

Telephone No. : (201) 659-8011

Contact Name : Edward J. Florio

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

**Woman Business Enterprise** means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Ynn for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jeanaine 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.

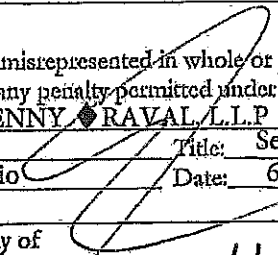
Check the box that represents the type of business entity:

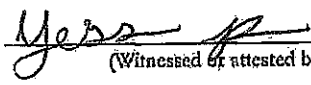
- Partnership   
  Corporation   
  Sole Proprietorship   
  Subchapter S Corporation  
 Limited Partnership   
 Limited Liability Corporation   
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                            |
|------------------------------|-----------------------------------------|
| Edward J. Florio             | 28 Wilber Terrace, Bloomfield, NJ 07003 |
| Bernard F. Kenny, Jr.        | 1022 Bloomfield St, Hoboken, NJ 07030   |
| Nita G. Raval                | 67 13th Avenue, Elmwood Park, NJ 07407  |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |

**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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P  
 Signature of Affiant:  Title: Senior Partner  
 Printed Name of Affiant: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me this 13<sup>th</sup> day of June, 2018  
  
 (Witnessed or attested by)  
 My Commission expires:  
 (Seal)

**YESSICA PENA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022**

**YESSICA PENA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022**





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation:**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 13, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed: [Signature] Title: Senior Partner

Print Name: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me this 13<sup>th</sup> day of June, 2018

My Commission expires: Yes [Signature] Edward J. Florio, Senior Partner  
(Print name & title of affiant) (Corporate Seal)

**YESSICA PENA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022**

**\*\*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.**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                     |                                                    |
|---------------------|----------------------------------------------------|
| Taxpayer Name:      | BLORIO & KENNIF                                    |
| Trade Name:         |                                                    |
| Address:            | 5 MARINE VIEW PLAZA SUITE 103<br>HOBOKEN, NJ 07030 |
| Certificate Number: | 1179768                                            |
| Effective Date:     | September 19, 2005                                 |
| Date of Issuance:   | August 25, 2011                                    |

For Office Use Only:  
20110825104121368

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

City Clerk File No. Res. 18-631

Agenda No. 10.Z.29

Approved: JUN 27 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on February 20, 2018 in Superior Court of New Jersey under Docket No. HUD-L-702-18 by Nakia Wiggins alleging gender discrimination and hostile work environment; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent City of Jersey City; and

**WHEREAS**, the law firm of Lite DePalma Greenberg, LLC is qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$75,000.00**; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, in October 2017, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Lite DePalma Greenberg, LLC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Lite DePalma Greenberg, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, a temporary encumbrance in the amount of \$20,000.00 is available in **Account No. 18-01-201-23-210-312**.

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Lite DePalma Greenberg, LLC to represent the City of Jersey City, Tommy Curtis, Greg Smith, Mark Bunbury, and Alexis Iselberg in the Nakia Wiggins litigation is hereby ratified for one year effective **March 1, 2018**, for a total contract amount of **\$75,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS V. CITY OF JERSEY CITY, ET AL.**

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer hereby certifies that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. **PO NO. 129654**

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

LR  
06/15/2018

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RR  
6-18-18

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18**

| COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
|---------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| RIDLEY        | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY    | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO      | ABSENT |     |      | 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 X. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS V. CITY OF JERSEY CITY, ET AL**

**Project Manager**

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

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

It was necessary to hire outside counsel to represent the City of Jersey City, Tommy Curtis, Greg Smith, Mark Bunbury, and Alexis Iselberg who were named in a complaint filed in the US District Court by Nakia Wiggins alleging gender discrimination and hostile work environment.

**Cost (Identify all sources and amounts)**

\$75,000  
Insurance Fund Commission.  
18-01-201-23-210-312

**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**

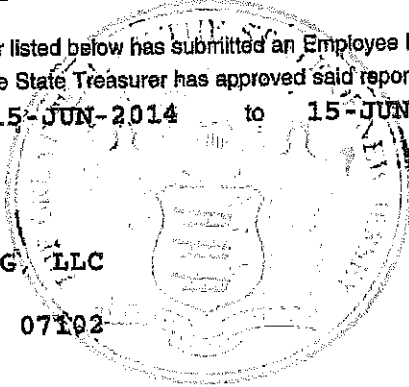
Certification 40135

**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-2014** to **15-JUN-2021**

**LITE DEPALMA GREENBERG, LLC**  
**570 BROAD STREET**  
**NEWARK**

**NJ 07102**



*Ford M. Scudder*

**FORD M. SCUDDER**  
Acting State Treasurer

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:  
570 BROAD ST STE 1201  
NEWARK NJ 07102  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
0067861

ISSUANCE DATE:

02/05/90

12/17/15

*James J. Fruscione*

Director  
New Jersey Division of Revenue

FORM-BRC

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



(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 Services 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): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 01-25-2018

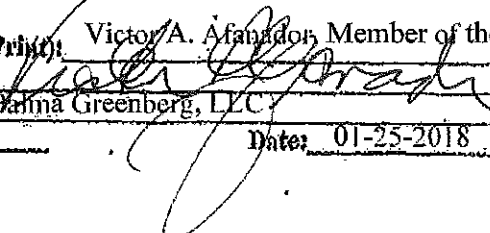
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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 Printed: Victor A. Afanador, Member of the Firm  
Representative's Signature:   
Name of Company: Lite DePalma Greenberg, LLC  
Tel. No.: 973-623-3000 Date: 01-25-2018

**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 : Lite DePalma Greenberg, LLC  
Address : 570 Broad Street, Suite 1201, Newark, NJ 07102  
Telephone No. : 973-623-3000  
Contact Name : Victor A. Afanador

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:** Lite DePalma Greenberg, LLC  
**Address:** 570 Broad Street, Suite 1201, Newark, NJ 07102  
**Telephone No.:** 973-623-3000  
**Contact Name:** Victor A. Afanador

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lite DePalma Greenberg, LLC (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: Lite DePalma Greenberg, LLC

Signed:  Title: Member of the Firm

Print Name: Victor A. Afanador Date: 01/25/2018

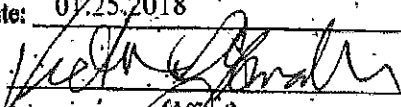
Subscribed and sworn before me  
this 2 day of 2

My Commission expires:



CARLA DASILVA

A Notary Public of New Jersey  
My Commission Expires May 4, 2019

  
(Affiant)  
Victor A. Afanador, Member of the Firm  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                       |
|------------------------------|------------------------------------|
| Joseph J. DePalma            | 54 Edward Court, Basking Ridge, NJ |
| Bruce D. Greenberg           | 62 Barchester Way, Westfield, NJ   |
| Victor A. Afanador           | 17 Cheryl Lane, Roseland, 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: Lite DePalma Greenberg LLC

Signature of Affiant: [Signature] Title: Member of the Firm

Printed Name of Affiant: Victor A. Afanador Date: 01.25.2018

Subscribed and sworn before me this 25 day of January, 2018

My Commission expires:

[Signature]  
CARLA DASILVA

(Witnessed or attested by)

(Seal)

A Notary Public of New Jersey  
My Commission Expires May 4, 2019





## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Nakia Wiggins v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

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. Term.**

The term of this agreement is twelve (12) months effective as of October 2, 2017.

**C. 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.

**D. 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.

**E. 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

**F. 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.

**G. 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.

**H. 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

**I. 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.

**J. 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.

**K. 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.**

**L. 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.

**M. 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.

**N. 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.

**O. 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 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 non-legal 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 there from. 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 attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**Lite DePalma Greenberg, LLC.**

\_\_\_\_\_  
By:  
Firm:

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

City Clerk File No. Res. 18-632

Agenda No. 10.7.30



## WITHDRAWN

### RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS TO PAY FINAL BILL

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution No. 13-729 on October 23, 2013 authorizing a professional services agreement in the amount of \$75,000.00 with the law firm of O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, New Jersey 07960 as Special Counsel to represent the City of Jersey City in Tax Appeals; and

**WHEREAS**, Resolution 14-670 approved on October 8, 2014 reauthorized a professional services contract in the amount of \$100,000.00 with O'Donnell McCord, P.C.; and

**WHEREAS**, Resolution 15-176 approved on March 11, 2015 amended the professional services contract awarded to O'Donnell McCord, P.C. on October 8, 2014 to increase the contract amount by an additional \$200,000; and

**WHEREAS**, Resolution 16-684 approved on October 12, 2016 reauthorized a professional services contract in the amount of \$100,000.00 with O'Donnell McCord, P.C.; and

**WHEREAS**, Resolution 17-102 approved on February 8, 2017 reauthorized a professional services contract in the amount of \$150,000.00 with O'Donnell McCord, P.C.; and

**WHEREAS**, O'Donnell McCord, P.C. is no longer serving as Special Counsel to represent the City of Jersey City; and

**WHEREAS**, all of the contract funds were expended and it is necessary to amend the contract and increase it by an additional \$40,580.00 in order to pay O'Donnell McCord, P.C.'s final invoices for the months of January, February and March 2018; and

**WHEREAS**, the funds in the amount of \$40,580.00 are available in account no. 01-201-23-210-312.

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

1. The contract with O'Donnell McCord, P.C. is hereby amended to increase the contract amount by an additional **\$40,580.00** for a total contract amount of \$625,000.
2. 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.

City Clerk File No. Res. 18-632

Agenda No. 10-Z-30

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS TO PAY FINAL BILL**

I \_\_\_\_\_, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$40,580.00 are available in Account No. 01-201-20-155-312. PO # 129640

  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

:lgp  
5-11-18

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

APPROVED AS TO LEGAL FORM

*R.R.*  
*6-14-18*

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

Business Administrator

Certific:

Not Rec

**WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |         |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|---------|
|                                         |     |     |      |               |     |     |      |               |     |     | 6.27.18 |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.    |
| RIDLEY                                  |     |     |      | YUN           |     |     |      | RIVERA        |     |     |         |
| PRINZ-AREY                              |     |     |      | SOLOMON       |     |     |      | WATTERMEN     |     |     |         |
| BOGGIANO                                |     |     |      | ROBINSON      |     |     |      | LAVARRO, PRES |     |     |         |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS TO PAY FINAL BILL**

**Project Manager**

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

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

**Contract Purpose**

Funds in the amount of \$40,580.00 are needed to pay final invoice.

**Cost (Identify all sources and amounts)**

City Funds  
01-201-20-155-312

**Contract term (include all proposed renewals)**

To pay final invoice

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

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH  
O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT  
THE CITY OF JERSEY CITY IN TAX APPEALS**

This Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City (City) and O'Donnell McCord, P.C.

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution No. 13-729 on October 23, 2013 authorizing a professional services agreement in the amount of \$75,000 with the law firm of O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, New Jersey 07960 as Special Counsel to represent the City of Jersey City in Tax Appeals; and

**WHEREAS**, Resolution 14-670 approved on October 8, 2014 reauthorized a professional services contract in the amount of \$100,000 to O'Donnell McCord, P.C.; and

**WHEREAS**, Resolution 15-176 approved on March 11, 2015 amended a professional services contract in the amount of \$200,000 to O'Donnell McCord, P.C.; and

**WHEREAS**, Resolution 16-684 approved on October 12, 2016 amended a professional services contract in the amount of \$100,000 to O'Donnell McCord, P.C.; and

**WHEREAS**, Resolution 17-102 approved on February 8, 2017 reauthorized a professional services contract in the amount of \$150,000 to O'Donnell McCord, P.C.; and

**WHEREAS**, O'Donnell McCord, P.C. is no longer serving as Special Counsel to represent the City of Jersey City; and

**WHEREAS**, all of the contract funds were expended and it is necessary to amend the contract and increase it by an additional \$40,580.00 in order to pay Special Counsel's final invoices for the months of January, February and March 2018; and

**WHEREAS**, it is necessary to increase the contract amount by an additional \$40,580.00 for performing the legal services associated with representing the City in Tax Appeals.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with O'Donnell McCord, P.C. authorized under by Resolution 17-105 approved on February 8, 2017, is amended to increase the sum by the amount of \$40,580.00 in order to pay final invoices for the months of January, February and March, 2018 for the services associated with representing the City in Tax Appeals.

2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and O'Donnell McCord, P.C. have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
**BRIAN PLATT**  
Business Administrator

**ATTEST:**

**O'DONNELL MCCORD, P.C.**

\_\_\_\_\_

\_\_\_\_\_

**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): Matthew J. O'Donnell, ESO  
Representative's Signature: [Signature]  
Name of Company: O'Donnell McCordy PC  
Tel. No.: 973 538 1230 Date: 5-10-18

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: Matthew J. O'Donnell, ESQ.  
Representative's Signature: [Signature]  
Name of Company: O'Donnell, McCord, P.C.  
Tel. No.: 973-538-1230 Date: 5-10-18

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 :

O'Donnell McCord, PC

Address :

15 Mt. Kemble Ave, Morristown 07960

Telephone No. :

973-538-1230

Contact Name :

Matthew J. O'Donnell, ESQ.

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

O'Donnell McLeod, P.C.

Address:

15 Mt. Kumbli Ave., Morrisburg, N.J. 07960

Telephone No.:

973 538 1230

Contact Name:

Elizabeth Valandingham

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that O'Donnell McCord, PC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract: O'Donnell McCord, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: O'Donnell McCord, PC

Signed: [Signature] Title: CEO

Print Name: Matthew J. O'Donnell, ESQ. Date: 5-10-18

Subscribed and sworn before me  
this 10 day of May, 2018.  
My Commission expires:

[Signature]  
Matthew J. O'Donnell, ESQ.  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
**ELIZABETH A. VALANDINGHAM**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/7/2019

Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
 Corporation    
 Sole Proprietorship    
 Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                              |
|------------------------------|-------------------------------------------|
| Matthew J. O'Donne II, ESQ.  | 15 Mt. Kemble Ave<br>MILLS TOWN, NJ 07960 |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: O'Donnell McCard, P.C.  
Signature of Affiant: [Signature] Title: CEO  
Printed Name of Affiant: Matthew J. O'Donnell, ESQ. 5-10-18

Subscribed and sworn before me this 10 day of MAY, 2018

My Commission expires: \_\_\_\_\_

**ELIZABETH A. VALANDINGHAM**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1/7/2019

[Signature]  
(Witness/Attested by)

**MATTHEW J. O'DONNELL**  
ATTORNEY AT LAW  
STATE OF NEW JERSEY



Certification 37018

**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-2012** to **15-JUN-2019**

O'DONNELL MC CORD, P.C.  
15 MOUNT KEMBLE AVENUE  
MORRISTOWN NJ 07960



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** O'DONNELL MCCORD, P.C.  
**Trade Name:**  
**Address:** 15 MOUNT KEMBLE AVE  
MORRISTOWN, NJ 07960-8610  
**Certificate Number:** 0478342  
**Effective Date:** September 29, 1983  
**Date of Issuance:** September 11, 2016

**For Office Use Only:**  
20160911190147867

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

City Clerk File No. Res. 18-633

Agenda No. 10.z.31

Approved: JUN 27 2018

TITLE:

**RESOLUTION AUTHORIZING THE PREPARATION AND ISSUANCE OF ESTIMATED TAX BILLS FOR THE THIRD INSTALLMENT OF 2018 PROPERTY TAXES.**



**Council**  
adoption of the following resolution:

offered and moved.

**Whereas**, the City of Jersey City 2018 Municipal Budget has not been adopted and the County of Hudson is unable to Certify the City's current 2018 tax rate; and

**Whereas**, the Tax Collector will be unable to mail the City's 2018 tax bills on a timely basis; and

**Whereas**, The Jersey City Tax Collector in consultation with the Jersey City Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3 and they have both signed a certification summarizing the tax levies for the previous year, the tax rates and the estimated levies for the 2018 calendar year;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, in the County of Hudson and the State of New Jersey that:

1. The City of Jersey City Tax Collector is hereby authorized to prepare and issue estimated tax bills for the City for the third installment of 2018 property taxes. The Tax Collector shall proceed and take such actions as are permitted and required by P.L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3).
2. The estimated calendar year tax levy for 2018 is hereby calculated at \$506,734,006.16. The maximum amount that the City will utilize in the preparation of the 2018 estimated tax bills is not less than .95 % or greater 105% of the 2017 calendar year tax levy.
3. In accordance with New Jersey Statutes, the third installment of 2018 taxes shall not be subject to interest until the later of August 10, 2018 or the twenty fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |        |      |               |     |     |      |                |     |     |      |
|-----------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 6-27-18                                 |     |        |      |               |     |     |      |                |     |     |      |
| COUNCILPERSON                           | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                  | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                              | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                |     | ABSENT |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE PREPARATION AND ISSUANCE OF ESTIMATED TAX BILLS FOR THE THIRD INSTALLMENT OF 2018 PROPERTY TAXES.**

**Initiator**

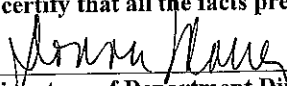
|                     |                |                         |
|---------------------|----------------|-------------------------|
| Department/Division | Administration | Management & Budget     |
| Name/Title          | Donna Mauer    | Chief Financial Officer |
| Phone/email         | 201-547-5042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

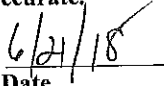
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Being the adoption of the budget has been delayed, this will allow for the issuance of estimated tax bills.



I certify that all the facts presented herein are accurate.

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

  
\_\_\_\_\_  
Date



18-633  
JUN 27 2018

|                                                                                                       |       |                                                                                    |                  |                   |                       |
|-------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------|------------------|-------------------|-----------------------|
| 6,229,997,658.00                                                                                      |       |                                                                                    |                  |                   |                       |
| Type of Tax                                                                                           | 2017  | 2017 Levy                                                                          | .95 of 2017 Levy | 1.05 of 2017 Levy | Estimated Levy        |
| County Tax                                                                                            | 20.27 | 126,293,800.41                                                                     | 119,979,110.39   | 132,608,490.43    | <b>132,608,490.43</b> |
| County Open Space Tax                                                                                 | 0.43  | 2,660,997.08                                                                       | 2,527,947.23     | 2,794,046.93      | <b>2,794,046.93</b>   |
| District School Tax                                                                                   | 18.55 | 115,548,404.00                                                                     | 109,770,983.80   | 121,325,824.20    | <b>121,325,824.00</b> |
| Local School Tax                                                                                      | 0.63  | 3,916,031.00                                                                       | 3,720,229.45     | 4,111,832.55      | <b>3,063,404.00</b>   |
| Municipal Library Tax                                                                                 | 1.37  | 8,565,681.00                                                                       | 8,137,396.95     | 8,993,965.05      | <b>8,993,965.05</b>   |
| Municipal Purpose Tax                                                                                 | 36.64 | 228,298,260.00                                                                     | 216,883,347.00   | 239,713,173.00    | <b>237,294,126.00</b> |
| Municipal Open Space                                                                                  | 0.10  | 622,999.76                                                                         | 591,849.77       | 654,149.75        | <b>654,149.75</b>     |
|                                                                                                       | 77.99 | \$485,906,173.25                                                                   | 461,610,864.59   | 510,201,481.91    | <b>506,734,006.16</b> |
| We hereby certify that the estimated tax levy has been computed in accordance with N.J.S.A. 54:4-66.3 |       |                                                                                    |                  |                   |                       |
|                      |       |  |                  |                   |                       |
| C. Anne Doyle, Tax Collector                                                                          |       | Donna Mauer, Chief Financial Officer                                               |                  |                   |                       |
| Cert No T-1592                                                                                        |       | Cert No. N-647                                                                     |                  |                   |                       |
| Dated: 6/21/18                                                                                        |       |                                                                                    |                  |                   |                       |

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

City Clerk File No. Res. 18-634

Agenda No. 10.z.32

Approved: JUN 27 2018

TITLE:



**A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(b) FOR ORDINANCE 18-065**

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

**WHEREAS**, at its June 13, 2018 meeting, the Municipal Council introduced Ordinance 18-065 amending Chapter 263 (Retail and Commercial Premises) prohibiting the use of disposable plastic carryout bags in retail establishments; and

**WHEREAS**, Ordinance 18-065 is scheduled for 2<sup>nd</sup> Reading and adoption during the June 27, 2018 meeting of the Municipal Council; 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 waives the 20-day period; and

**WHEREAS**, on June 21, 2018, the State legislature approved legislation regarding plastic bags which has not yet been signed into law by the Governor; and

**WHEREAS**, the enactment of the State's legislation regarding plastic bags would likely nullify any future local ordinances banning the use of plastic bags and so it is therefore imperative that Ordinance 18-065 become immediately; and

**WHEREAS**, the need to make Ordinance 18-65 effective prior the enactment of the State's legislation regarding plastic bags constitutes an emergency as per N.J.S.A. 40:69A-181(b); and

**WHEREAS**, it is in the City's best interest that the Municipal Council declare an emergency and waive the 20-day period for Ordinance 18-65 so that it may become effective immediately and in order for the new regulations contained therein to be implemented as soon as possible.

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

- (1) an emergency is hereby declared for the reason set forth above; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 18-65 is hereby waived so that Ordinance 18-65 shall be effective immediately.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |        |     |      |               |     |     |      |                |     |     |      |
|-----------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
|                                         |        |     |      | 6-27-18       |     |     |      |                |     |     |      |
| COUNCILPERSON                           | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                  | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                              | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                | ABSENT |     |      | 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 B. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-635

Agenda No. 10.z.33

Approved: JUN 27 2018

TITLE:



## RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE COMPLETION OF REQUIRED TASKS AND THE MAINTANENCE AND OPERATIONS FOR BERRY LANE PARK

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize cooperation agreements between a City and its redevelopment agency to implement a redevelopment plan; and

**WHEREAS**, the Jersey City Redevelopment Agency (the "JCRA") is the owner of certain property located within Blocks 18901, Lot 1.01 more commonly known by the street address of 1 Berry Road or "Berry Lane Park"; and

**WHEREAS**, Berry Lane Park is open for public use and enjoyment within the Morris Canal Redevelopment Area; and

**WHEREAS**, the JCRA wishes to transfer the Berry Lane Park properties owned by the JCRA to the City of Jersey City (the "City"); and

**WHEREAS**, on June 15, 2016, the City authorized a Cooperation Agreement with the JCRA for a term of two (2) years pursuant to resolution 16.415 regarding the operation and maintenance of Berry Lane Park;

**WHEREAS**, the City and the JCRA find it mutually beneficial and in the public interest for the City to authorize a cooperation agreement with the JCRA for the operation and maintenance of Berry Lane Park for an additional two (2) years pending the JCRA's completion of various tasks and the transfer of title to the City; and

**WHEREAS**, the City has the necessary personnel, programs, and equipment to operate and maintain the Park;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

- (a) A Cooperation Agreement executed by the City and the JCRA regarding the operation and maintenance of Berry Lane Park pending the JCRA's completion of various tasks and the transfer of title to the City (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

TITLE:

**RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE COMPLETION OF REQUIRED TASKS AND THE MAINTANENCE AND OPERATIONS FOR BERRY LANE PARK**

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

JMcK  
6/22/2018

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

APPROVED AS TO LEGAL FORM

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

 \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

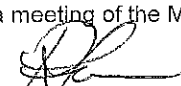
**APPROVED 8-0**


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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 A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE COMPLETION OF REQUIRED TASKS AND THE MAINTANENCE AND OPERATIONS FOR BERRY LANE PARK**

**Project Manager**

|                     |                         |                        |
|---------------------|-------------------------|------------------------|
| Department/Division | Business Administration |                        |
| Name/Title          | Brian Platt             | Business Administrator |
| Phone/email         | 201-547-4513            | bplatt@jcnj.org        |

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

**Contract Purpose**

The JCRA will complete the following tasks:

1. Complete the remaining construction of the park, which includes Phase V (the Pavilion) and Phase VI (the Skate Park).
2. Complete the remaining environmental tasks which includes, but is not limited to: (1) Completing all investigations; (2) Filing a deed notice; (3) Completing the preparation of a Remedial Action Report; (4) Applying for any NJDEP Permit(s); (5) Obtaining a Remedial Action Outcome from its Licensed Site Remediation Professional (together with any other environmental tasks undertaken by the Agency on the Property).

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

2 years

**Type of award**

**If "Other Exception", enter type**

**Additional Information**

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

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

\_\_\_\_\_  
**Date**

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (hereafter the “**Agreement**”) is made this \_\_\_ day of June, 2018, between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the “**City**”), and the **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07302 (the “**Agency**”, and together with the City, the “**Parties**”; each a “**Party**”).

### WITNESSETH

**WHEREAS**, the Agency is the owner of certain property located at Block 18901, Lot 1.01 on the official tax map of the City, more commonly known by the street address of 1 Berry Road, and also known as Berry Lane Park (the “**Property**”); and

**WHEREAS**, the Property is open for public use and enjoyment within the Morris Canal Redevelopment Area, as set forth in greater detail in the Morris Canal Redevelopment Plan, adopted by the City in March, 1999 and subsequently amended numerous times; and

**WHEREAS**, after the Agency’s completion of certain tasks as set forth in this Agreement, the Parties wish to thereafter transfer the Property from the Agency to the City (the “**Transfer**”); and

**WHEREAS**, the Parties entered into that certain Cooperation Agreement dated June 24, 2016, which is set to expire on June 24, 2018; and

**WHEREAS**, the Parties find it mutually beneficial and in the public interest to enter into a new cooperation agreement, for operation and maintenance of the Property pending the Transfer to the City; and

**WHEREAS**, in consequence of the foregoing, the City is willing to operate and maintain the Property subject to the terms of this Agreement, and the City has the necessary personnel, programs, and equipment to operate and maintain the Property, pending the Transfer to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

1.1 The purpose of this Agreement is to provide the terms for the maintenance and operation of the Property while the Agency completes the tasks set forth in Sections 4.1 and 4.2 herein.

**ARTICLE 2**  
**TERM OF AGREEMENT**

2.1 This Agreement shall commence on June 25, 2018 (the “**Effective Date**”), and shall expire on the second anniversary of the Effective Date, unless the Transfer occurs sooner, upon which this Agreement shall expire.

**ARTICLE 3**  
**CITY RESPONSIBILITIES**

3.1 Maintenance and Operations.

- A. Maintenance and operation of the Property are the sole responsibility and expense of the City hereunder.
- B. Maintenance and operation of the Property undertaken by the City shall be comparable to that which any other City park is entitled.

3.2 Security and Safety. From and after the Effective Date, the City shall continue to provide police, fire protection and other City services for the Park comparable to that which any other City park area is entitled.

3.3 Permanent Improvements or Equipment. No permanent improvements or equipment shall be used or permitted to be placed on the property without prior written approval of the Agency.

**ARTICLE 4**  
**AGENCY RESPONSIBILITIES**

4.1 Construction. The Agency will complete the remaining construction of the park, which includes construction of a pavilion (“**Phase V**”) and the construction of a Skate Park (“**Phase VI**”), subject to the availability of funding.

4.2 Environmental Administrative Tasks. The Agency will complete the remaining environmental tasks respecting the Property which include, but are not limited to: (1) Completing all investigations; (2) Filing a deed notice; (3) Completing the preparation of a Remedial Action Report; (4) Applying for any NJDEP Permit(s); (5) Obtaining a Remedial Action Outcome (“**RAO**”) from its Licensed Site Remediation Professional (“**LSRP**”) (together with any other environmental tasks undertaken by the Agency on the Property, the “**Environmental Administrative Tasks**”).

4.3 Warranties and Manuals

- A. The Agency shall deliver a list of the Park’s equipment warranties to the City within a reasonable time after construction of Phase V.
- B. The Agency shall transfer the warranties to the City after completion of construction of Phase V.

- C. The Agency shall upon approval and entry into this Agreement, provide the City with any manuals or other instruction guides respecting any specialized equipment or otherwise which appears within the Park on the Property.

**ARTICLE 5**  
**INDEMNIFICATION & INSURANCE**

5.1 Indemnification; Insurance.

- A. Each Party shall indemnify, defend, save and hold harmless the other Party, its employees, officers, and agents, from and against all claims, demands, damages (including property damage and bodily injury), losses, suits, actions, judgments, injuries, costs and expenses (including reasonable attorneys fees and expenses) of any kind whatsoever, asserted by third parties in connection with the performance of this Agreement.
- B. Each Party shall, at its respective sole cost and expense, maintain standard comprehensive insurance and employer's liability insurance during the term of this Agreement, naming the other Party as an additional insured and insuring against any and all liability arising out of, occasioned by or resulting from any accident or otherwise for injuries to any person or persons, or to property, on the Property, or otherwise arising through the performance of this Agreement.

**ARTICLE 6**  
**SPECIAL EVENTS**

6.1 Special Events. The City may hold certain special events on the Property, including public programs, events, meetings or other public functions (the "**Special Events**"). The City shall provide the Agency at least ten (10) business days' prior written notice, which notice shall state: (i) the date or dates of the Special Event; (ii) the location within the Property of the Special Event; (iii) contact information of the principal organizer of the event; and, (iv) proof of third party insurance coverage naming the Agency (and as necessary, the City) as an additional insured with respect to the Special Event.

**ARTICLE 7**  
**TRANSFER OF PROPERTY**

7.1 Transfer of Property. Within thirty (30) days of the Agency's completion of the Environmental Administrative Tasks in a manner that is satisfactory to the City, the Agency shall transfer title to the Property to the City. The Parties agree that the Agency's completion of the construction of Phase V is not a condition precedent to the Transfer. The Agency's obligation to complete construction of Phase V is an ongoing duty, and shall survive this Agreement. The City acknowledges that it will obtain title to the Property subject to an environmental deed notice and open space deed restrictions, and such other restrictions or conditions which may appear of record.



**ARTICLE 8**  
**NOTICE**

8.1 Notices. All notices, requests, demands or other communications required or desired hereunder shall be in writing, and shall be deemed duly given if hand delivered or mailed by certified mail, return receipt requested to:

In the case of the City:

City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

With a copy to:

City of Jersey City  
Director of Public Works  
13-15 Linden Avenue East, Floor 3  
Jersey City, New Jersey 07305

In the case of the Agency:

Jersey City Redevelopment Agency  
Executive Director  
66 York Street, Floor 3  
Jersey City, New Jersey 07302

**ARTICLE 9**  
**MISCELLANEOUS**

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations or restrictions between the Parties hereto set forth elsewhere with respect to the subject matter hereof. This Agreement expressly supersedes that certain Cooperation Agreement by and between the Agency and the City dated June 21, 2016.

9.2 Amendment. No modification or amendment of this Agreement shall be effective unless made in writing and executed by both the Agency and the City.

9.3 Titles and Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**ATTEST**

**CITY OF JERSEY CITY**

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

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

**WITNESS**

**JERSEY CITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_

By: \_\_\_\_\_  
Diana Jeffrey  
Acting Executive Director

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

City Clerk File No. Res. 18-636

Agenda No. 10.z.34

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

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

**WHEREAS**, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"); and

**WHEREAS**, the City desires to use in connection with the Event various front and rear plazas located at 15 Exchange Place ("Property"); and

**WHEREAS**, 15 Exchange Place Corporation, a subsidiary corporation of Hartz Mountain Industries, with offices located at 400 Plaza Drive, P.O. Box 1515, Secaucus, NJ 07096-1515 (the "Licensor") is the owner of the Property; and

**WHEREAS**, Licensor agrees to permit the City to enter onto its Property for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with the Event; and

**WHEREAS**, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

- 3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2018.
- 4. The office of Risk Management is authorized to add 15 Exchange Place Corp. and Hartz Mountain Industries, Inc. as "additional insured" parties to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.

JMK/KU  
6/22/18

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
Business Administrator *ABA*

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

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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 FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

**Initiator**

|                     |                     |                   |
|---------------------|---------------------|-------------------|
| Department/Division | Office of the Mayor | Cultural Affairs  |
| Name/Title          | Christine Goodman   | Director          |
| Phone/email         | 201-547-4303        | cgoodman@jcnj.org |

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

**Resolution Purpose**

The City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"). The City desires to use in connection with the Event various front and rear plazas located at 15 Exchange Place ("Property"). 15 Exchange Place Corporation, a subsidiary corporation of Hartz Mountain Industries, with offices located at 400 Plaza Drive, Secaucus, NJ 07096-1515 (the "Licensor") is the owner of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Fourth of July festivities. The License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

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

\_\_\_\_\_  
**Date**

**LICENSE FOR SITE ACCESS AND INDEMNITY AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of June 2018, by and between **15 EXCHANGE PLACE CORP.**, (hereinafter "Licensor"), a New Jersey limited liability company, having offices at 400 Plaza Drive, Secaucus, New Jersey 07094, and **THE CITY OF JERSEY CITY**, a New Jersey municipal corporation, having offices at 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter "Licensee").

**WITNESSETH:**

**WHEREAS**, Licensor is the fee owner of that certain property known as 15 Exchange Place in the City of Jersey City (the "Premises"); and

**WHEREAS**, the Licensee has requested permission to enter upon portions of the Premises on July 4, 2018 for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Fourth of July festivities; and

**WHEREAS**, Licensor is desirous of allowing such use of a portion of the Premises for the aforestated purpose; and

**WHEREAS**, the parties hereto seek to enter into a License Agreement for Site Access and Indemnity to allow the Licensee, its agents, employees, invitees and licensees, to use the Premises for the aforesaid purpose;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of License:** Licensor on behalf of itself, its divisions, subsidiaries, successors, assigns and affiliates, hereby grants to Licensee, its agents, employees, invitees and licensees, a license to enter upon that portion of the Premises identified in Exhibit 1, attached hereto (the "License Area").

2. **Limitation of Purpose:** The License Area may be entered upon, occupied or used by Licensee, its agents, employees, invitees and licensees, only for configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Licensee's Fourth of July festivities.

3. **Duration and Termination:** Subject to the provisions contained herein, Licensee shall have the rights granted herein at all times on July 4, 2018, and, in addition commencing on July 4, 2018 and through and including the early morning hours of July 5, 2018, during which times Licensee and its agents, employees, invitees and licensees may access the License Area for the purposes of setting up and breaking down and removing all structures, furniture, and other equipment used by Licensee for the permitted uses identified herein. During each day set forth above, Licensee shall have access to and use of the License Area at all times.

4. **Access and Assistance:** Access to the License Area for the purposes stated herein, subject to the license granted by this Agreement, (a) shall be unrestricted at all times on July 4, 2018, and (b) shall be undertaken in a manner which is designed to be least disruptive to the normal business operations of Licensor and Licensor's tenants. Licensee, its agents, employees, invitees and licensees shall have the right to cross the Premises at such locations in such manner as permitted by Licensor, to access the License Area from public roadways, subject to the limitations in clause 4(b) above.

5. **Insurance:** Prior to entry upon the License Area, Licensees shall supply Licensor with an original insurance certificate indicating comprehensive general public liability insurance in respect of the Premises and the conduct and operation of activity thereon, having limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury or death to any one (1) person and for bodily injury or death to any number of persons in any one occurrence, and for property damage, (coverage to include but not be limited to (i) premises operation, completed operations, broad form contractual liability and product liability, (ii) comprehensive automobile, truck and vehicle liability insurance covering all vehicles used by Licensees with limits as stated above and (iii) workmen's compensation, employer's liability and occupational disease insurance as required by statute, but in any event not less than \$500,000 for coverage B covering all damages and injuries arising from each accident or occupational disease. All such policies shall be issued by companies of recognized responsibility, have a Bests Key Rating Guide of not less than A, Class VII, licensed to do business in New Jersey, and all such policies shall contain a provision whereby the same cannot be canceled unless Licensor and any additional insured(s) are given at least thirty (30) days prior written notice of such cancellation. The certificate of insurance to be delivered to Licensor by Licensees shall name Licensor as an additional insured and the following phrase must be typed on the certificate of insurance: "15 Exchange Place Corp. and Hartz Mountain Industries, Inc., and their respective subsidiaries, affiliates, associates, joint ventures, limited liability companies and partnerships, are hereby named as additional insureds as their interests may appear. It is intended for this insurance to be primary and noncontributing."

6. **Indemnity:** Licensee hereby agrees to hold harmless and indemnify Licensor and any of its directors, officers, partners, executives, parents, agents, affiliates, subsidiaries and



divisions, and each of their heirs, successors and assigns (collectively the "Indemnitees") from any and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses including attorneys fees arising, or allegedly arising, from or out of (a) any and all operations performed by Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions, or negligence of any of the Indemnitees contributed thereto in whole or in part, (b) any injury to or death of, any person or persons, or damage to or destruction of property, occurring wholly or in part in connection with or resulting from the operations of Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions or negligence of any of the Indemnitees contributed thereto in whole or in part (c) any breach or default of this Agreement by Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions or negligence of any of the Indemnitees contributed thereto in whole or in part, or (d) any injury or death of any person or persons or damage to or destruction of property, occurring wholly or in part in connection with the operation of any motor vehicle on the Premises by Licensee, its agents, employees, invitees or licensees, whether or not any of the Indemnitees contributed thereto.

7. **Clean-up and Restoration:** Prior to the expiration of this License for Site Access and Indemnity, Licensee shall remove all of Licensee's structures, furniture and equipment, and clean and restore Licensor's lands to the same condition they were in prior to the commencement of Licensees' use, including but not limited to the removal from the Premises of any and all litter, garbage, and debris.

8. **Survival of Indemnity:** The indemnities made herein by Licensees shall survive the termination of this Agreement.

9. **Non-Liability of Licensor:** Licensor shall have no obligation to secure or maintain the License Area. Licensee, on its behalf and on behalf of its agents, employees, invitees and licensees, hereby waives all claims against Licensor and its employees and affiliates and hereby releases Licensor and its employees and affiliates from any claims arising from any property damage or loss or personal injury resulting from Licensee's activities at the Premises.

10. **Revocation of License:** In the event of a breach by the Licensee of any of the covenants, conditions, or representations contained herein, the License granted by this Agreement shall be immediately revoked upon Licensee's receipt of notice from Licensor; and Licensor shall retain all rights and remedies available at law or in equity.

11. **Execution in Counterparts:** The parties acknowledge and agree that this Agreement may be signed in multiple counterparts with each counterpart having the same evidentiary force and effect as if all of said counterparts were one and the same document.

12. **Governing Law:** This Agreement shall be governed by and in accordance with the laws for the State of New Jersey.

13. **Amendment:** No agent, executive or other representative of either party is empowered to alter or amend any of the terms of this Agreement, unless such alteration and/or Amendment is in writing and has been signed by an authorized representative of both parties. This provision cannot be orally waived.

14. **Benefit:** Anything to the contrary notwithstanding, the terms and conditions of this Agreement and the rights and obligations created as a result thereof shall be binding upon and inure to the benefit of the parties hereto, their officers, directors, agents, executives, their respective heirs, executors, administrators, successors, assigns, designees and contractors.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**AGREED TO AND ADOPTED BY:**

LICENSOR:  
15 EXCHANGE PLACE CORP.

By: \_\_\_\_\_

Name:  
Title:

LICENSEE:  
CITY OF JERSEY CITY

By: \_\_\_\_\_

Name:  
Title:

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

City Clerk File No. Res. 18-637

Agenda No. 10.z.35

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO D&M FIREWORKS, LLC, FOR A FIREWORKS DISPLAY ON JULY 16<sup>th</sup>, 2018**

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

**WHEREAS**, D&M Fireworks, LLC, has applied for a permit to display fireworks on July 16, 2018 for Our Lady of Mt. Carmel Church located at 99 Broadway, Jersey City, N.J.; and

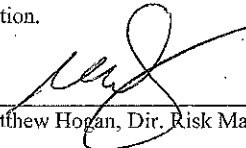
**WHEREAS**, the application for fireworks display has been reviewed and approved by James Shea, Acting Chief of Police and Dennis Nuber, Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

**WHEREAS**, D&M Fireworks, LLC, has obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

**WHEREAS**, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

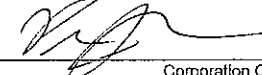
- (1) A permit be issued to D&M Fireworks, LLC, to display fireworks for Our Lady of Mt. Carmel Church on July 16, 2018 at Our Lady of Mt. Carmel Church, 99 Broadway, Jersey City, New Jersey; and
- (2) The permit be issued on condition that no fireworks display shall commence later than 10:00 P.M. on said date; and
- (3) The permit be canceled in the event that D&M Fireworks, LLC, fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit shall be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

  
Matthew Hogan, Dir. Risk Management

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

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

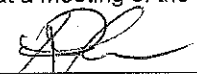
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | 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 granting of a permit to D&M Fireworks, LLC, for fireworks display on July 16, 2018

**Initiator**

|                     |               |                   |
|---------------------|---------------|-------------------|
| Department/Division | Public Safety | Division of Fire  |
| Name/Title          | Michael Manzo |                   |
| Phone/email         | 201-547-5300  | mjmanzo@njcps.org |

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

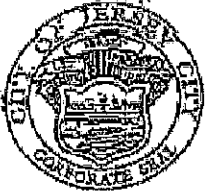
**Resolution Purpose**

Granting of a permit to have a fireworks display by D&M Fireworks, LLC, for Our Lady of Mt. Carmel Church. The application attached was reviewed and signed by Police Chief Michael Kelly and Dennis Nuber, Fire Official. D&M Fireworks have obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as additional co-insured. This resolution requires the signature of Matthew Hogan, Director of Risk Management.

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

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

\_\_\_\_\_  
**Date**



FIRE OFFICIAL'S OFFICE  
JERSEY CITY FIRE DEPARTMENT  
FIRE PREVENTION BUREAU  
465 MARIN BLVD.  
JERSEY CITY, NJ 07302  
(201) 547-4260//FAX (201) 547-5733



The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at PO Box 503 City: Bally

State of: Pennsylvania makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Mike Manzo

ADDRESS: 82 Wright Avenue

CONTACT PERSON: Mike Manzo PHONE# 201-522-4756

SPECIFIC LOCATION OF DISPLAY: Fayette Ave. Between West Side & Giles

(A dimensional diagram shall be submitted with this application and shall include a discharge site, spectator viewing area(s), parking area and fallout area.)

DATE AND HOURS OF DISPLAY: 7/16/18 Approx: 3 - 5 PM & 9:45 PM

DURATION OF DISPLAY: 15 Minutes

NAME OF PERSON(S) IN CHARGE (ON SITE) --LOADING/DISCHARGING FIREWORKS:  
David Albitz

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:

US-1 / US-9 to Broadway to Giles

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:

No storage required. Fireworks will be locked in truck and setup on arrival.

LIST SIZE AND QUANTITY OF FIREWORKS ON THIS FORM BELOW:

|                                    |        |                      |
|------------------------------------|--------|----------------------|
| Size: <u>2.5" Shells</u>           | inches | Quantity: <u>270</u> |
| Size: <u>1.5" Multi Shot Cakes</u> | inches | Quantity: <u>16</u>  |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |
| Size: _____                        | inches | Quantity: _____      |

NOTE: THE USE OF 12 INCH AND LARGER FIREWORKS ARE PROHIBITED IN THE CITY OF JERSEY CITY.

THE FOLLOWING IS ALSO REQUIRED WITH THIS APPLICATION:

1. Copy of insurance in a sum of not less than \$1,000,000 conditioned for the payment of all damages incurred.
2. A Hold-Harmless agreement for the City of Jersey City.
3. Check made payable to: "Treasurer, City of Jersey City" for all required fees.
4. Certificate of Fitness, by the employer, for each person who will do the actual discharging of the fireworks.
5. Copies of all permits, letters of permission or acknowledgements for the display from all other agencies having jurisdiction, e.g., FAA, US Coast Guard, Port Authority of NY & NJ, NJ State Park Service etc.

APPLICANT NAME: D&M Fireworks, LLC

ADDRESS: PO Box 503  
Bally, PA 19503

APPLICANT'S SIGNATURE: David Albitz DATE: 6/21/18  
(Signature acknowledges receipt of Jersey City Fire Department's "Guidelines for Display of Fireworks")

APPROVALS: [Signature] 6/22/18  
FIRE OFFICIAL DATE

[Signature] 6-22-18  
CHIEF OF POLICE DATE

\*\*\*UPON APPROVAL\*\*\*  
FORWARD TO LAW DEPARTMENT FOR CITY COUNCIL RESOLUTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2018

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

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

|                                                                                                                      |                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Britton Gallagher<br>One Cleveland Center, Floor 30<br>1375 East 9th Street<br>Cleveland OH 44114 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101<br>E-MAIL ADDRESS: |  |
|                                                                                                                      | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                           |  |
| <b>INSURED</b> 6992<br>D & M Fireworks LLC<br>P.O. Box 503<br>Bally PA 19503                                         | <b>INSURER A:</b> Everest Indemnity Insurance Co.      NAIC # 10851                                            |  |
|                                                                                                                      | <b>INSURER B:</b> Everest National Insurance Company      10120                                                |  |
|                                                                                                                      | <b>INSURER C:</b> Maxum Indemnity Company      26743                                                           |  |
|                                                                                                                      | <b>INSURER D:</b> Liberty Insurance Corporation                                                                |  |
|                                                                                                                      | <b>INSURER E:</b>                                                                                              |  |
|                                                                                                                      | <b>INSURER F:</b>                                                                                              |  |

**COVERAGES**      **CERTIFICATE NUMBER: 859682176**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                       | ADDL INSR | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | SI8GL00244-171          | 11/20/2017              | 11/20/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                 |           |          | SI8CA00014-171          | 11/20/2017              | 11/20/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                      |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$                                                                                                       |           |          | EXC6017512-07           | 11/20/2017              | 11/20/2018              | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$                                                                                                                                                                          |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                           |           | N/A      | WC5-33S-352348-017 (NJ) | 11/17/2017              | 11/17/2018              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Display Date: 7/16/18    Rain Date: NA  
 Location: Fayette Avenue, between Westside & Giles Avenue Jersey City, NJ  
 Our Lady of Mt. Carmel Parish and City of Jersey City as their interests may appear are additionally insured in regards to above listed display.

|                                                                                                   |                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Our Lady of Mt. Carmel Parish<br>99 Broadway<br>Jersey City NJ 07306 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                   | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                                         |



## FIREWORKS DISPLAY

### HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of City of Jersey City  
and D&M Fireworks, LLC (Contractor).

#### WITNESSETH:

1. D&M Fireworks, LLC \_\_\_\_\_ (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of City of Jersey City from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$500,000

General Liability: \$1,000,000

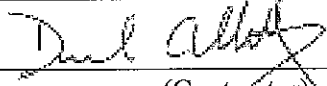
Automobile Liability: \$1,000,000

Umbrella Liability: \$4,000,000

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: Mt. Carmel Celebration 2018 Date: 7/16/18 Rain Date: NA

Dated: 6/21/18 Signed:   
(Contractor)

Witness: 



U.S. Department  
of Transportation

Eastern Service Center  
Operations Support Group  
AJV-E2

1701 Columbia Ave.  
College Park, GA 30337

## FIREWORKS DISPLAY NOTIFICATION

Company Name: D&M Fireworks, LLC

Email Address of Person Submitting Request: dave@dmfireworks.com

Cell Phone Number for On-Site Technician: 610-656-1575

Event Name: Mt. Carmel Celebration

Display Date: 7/16/18 Rain Date: NA

Display Start Time: Day time salutes from 3pm to 5pm; Display 9:30 PM

Duration of Fireworks Display: Approx. 25 minutes

Max Height of Fireworks: 250'

Address, City and State: Jersey City, NJ

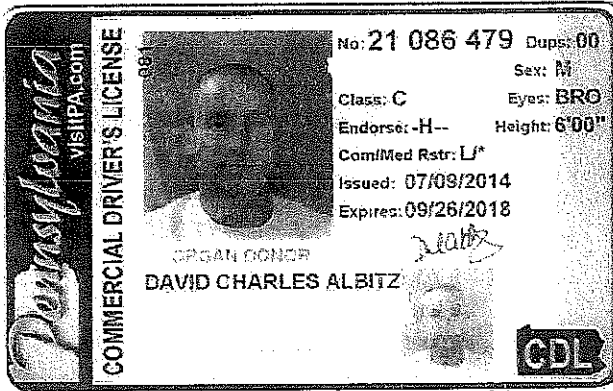
Latitude: 40° 44'13.00" (North) Longitude: 74° 04'16.00" (West)

List the Closest Public Use Airport Within 5 Nautical Miles of the Display if the Fireworks Will Reach or Exceed 500 Ft. \_\_\_\_\_

Special Notes \_\_\_\_\_

**Please email your request to:**

**[9-ATO-ESA-OSG-Fireworks@faa.gov](mailto:9-ATO-ESA-OSG-Fireworks@faa.gov)**



Form MCSA-5876 (Revised: 12/06/2015)

OMB No. 2126-0006 Expiration Date: 03/31/2016

**Public Burden Statement**  
 A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to average approximately 1 minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation  
 Federal Motor Carrier  
 Safety Administration

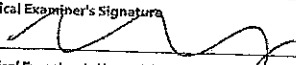
**Medical Examiner's Certificate**  
 (for Commercial Driver Medical Certification)


I certify that I have examined Last Name: Albitz First Name: David In accordance with (please check only one):

- the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply) OR
  - the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):
- Wearing corrective lenses
  - Wearing hearing aid
  - Accompanied by a \_\_\_\_\_ waiver/exemption
  - Accompanied by a Skill Performance Evaluation (SPE) Certificate
  - Driving within an exempt intracity zone (49 CFR 391.62) (Federal)
  - Qualified by operation of 49 CFR 391.64 (Federal)
  - Grandfathered from State requirements (State)

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date  
3/16/19

|                                                                                                                     |                                                                                                                                                                                                                                                     |                                               |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Medical Examiner's Signature<br> | Medical Examiner's Telephone Number<br><u>610-427-4919</u>                                                                                                                                                                                          | Date Certificate Signed<br><u>3/16/18</u>     |
| Medical Examiner's Name (please print or type)<br><u>Megan Milligan PA-C</u>                                        | <input type="radio"/> MD <input checked="" type="radio"/> Physician Assistant <input type="radio"/> Advanced Practice Nurse<br><input type="radio"/> DO <input type="radio"/> Chiropractor <input type="radio"/> Other Practitioner (specify) _____ |                                               |
| Medical Examiner's State License, Certificate, or Registration Number<br><u>MA058105</u>                            | Issuing State<br><u>PA</u>                                                                                                                                                                                                                          | National Registry Number<br><u>4098092063</u> |

|                                                                                                           |                                              |                                     |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------|
| Driver's Signature<br> | Driver's License Number<br><u>21 086 479</u> | Issuing State/Province<br><u>PA</u> |
| Driver's Address<br>Street Address: <u>626 CHESTNUT ST</u> City: <u>BALLY</u>                             | State/Province: <u>PA</u>                    | Zip Code: <u>19503</u>              |
| CLP/CDI Applicant/Holder<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No           |                                              |                                     |

ES-P-167 (R-7-03)



NEW JERSEY DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE  
PO BOX 386, TRENTON, NJ 08625-0386

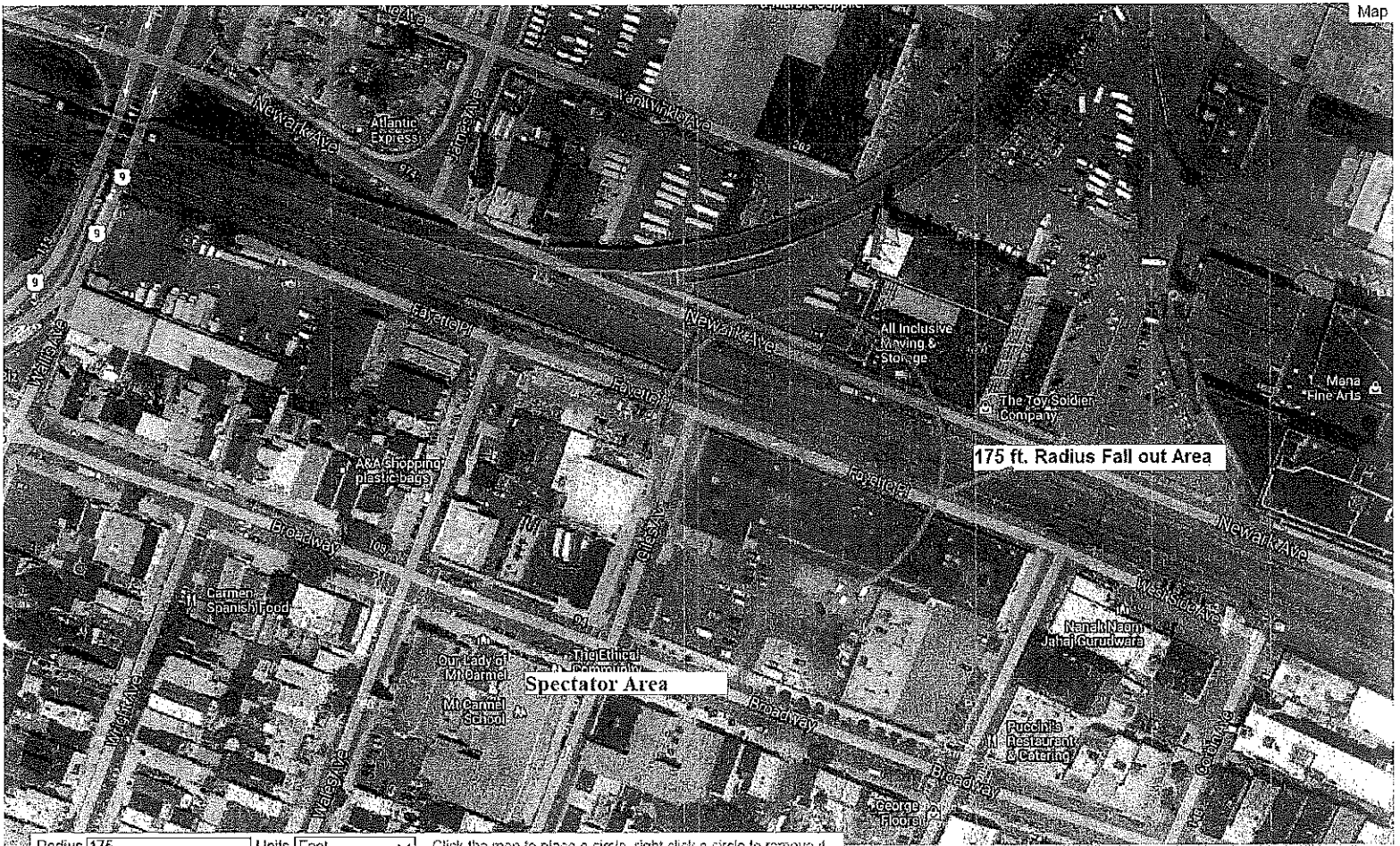
AUDIT NO.  
8481

PERMIT TO USE EXPLOSIVES

Grade: P  
Fee: \$200

Expiration Date: 3/31/2019  
Permit Number: 003244

David Albitz  
626 Chestnut St  
Bally, PA 19503



Radius  Units

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

City Clerk File No. Res. 18-638

Agenda No. 10.z.36

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

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

**WHEREAS**, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"); and

**WHEREAS**, the City desires to use in connection with the Event the parking lot located at 310 Washington Street ("Property"); and

**WHEREAS**, Evergreen Shipping Agency (America) Corporation, with offices located at One Evertrust Plaza, Jersey City, NJ 07302 (the "Licensor") is the owner of the Property; and

**WHEREAS**, Licensor agrees to permit the City to enter onto its Property for the purposes of 1.) use by City workers, 2.) use by police, fire and ambulance services and 3.) use as an additional private staging area; and

**WHEREAS**, the Property shall not be used by the public or for the hosting of food trucks or amusements; and

**WHEREAS**, the License Agreement requires the City to execute a Hold Harmless Agreement to indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property on July 4, 2018 until the early morning hours of July 5, 2018 for the purposes of 1.) use by City workers, 2.) use by police, fire and ambulance services and or 3.) use as an additional private staging area.
2. The Property shall not be used by the public or for the hosting of food trucks or amusements.
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Hold Harmless Agreement attached hereto.

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

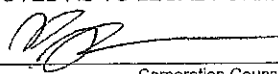
4. The office of Risk Management is authorized to add Evergreen Shipping Agency (America) Corp. as an "additional insured" party to the City's insurance policies in accordance with the requirements attached hereto.

6/22/2018  
JMck/kn

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

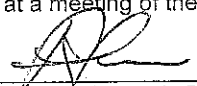
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

**Initiator**

|                     |                     |                   |
|---------------------|---------------------|-------------------|
| Department/Division | Office of the Mayor | Cultural Affairs  |
| Name/Title          | Christine Goodman   | Director          |
| Phone/email         | 201-547-4303        | cgoodman@jcnj.org |

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

**Resolution Purpose**

The City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"). The City desires to use in connection with the Event the parking lot located at 310 Washington Street ("Property"). Evergreen Shipping Agency (America) Corporation, with offices located at One Evertrust Plaza, Jersey City, NJ 07302 (the "Licensor") is the owner of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of use by City workers, use by police, fire and ambulance services and use as an additional private staging area. The Licensor requires the City to execute a Hold Harmless Agreement to indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date



**HOLD HARMLESS AGREEMENT**

"The City of Jersey City hereby agrees to indemnify and save Harmless the company, Evergreen Shipping Agency (America) Corp. and any of its subsidiaries from and against any and all liability claims and demands on account of injury to persons including death resulting therefrom and damage to property arising out of the use of 310 Washington Street Parking Lot on July 4, 2018 by the City or any of its agency's or employees, except from and against such claims and demands which may arise out of the sole negligence of the company, Evergreen Shipping Agency (America) Corp. or any of its subsidiaries. The City will at its own expense, defend any and all actions at law brought against the company, and/or any of its subsidiaries based thereon and shall pay all attorney fees and all other expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any agency operations."

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

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

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

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

INSURANCE REQUIREMENTS FOR  
TRADES CONDUCTING OPERATIONS IN THE  
ONE EVERTRUST PLAZA BUILDING

The Contractor will, throughout the duration of any contract or any work authorized under purchase order, at its expense, carry and from time to time renew, Workman's Compensation Insurance, Public Liability Insurance in the amount of \$1,000,000.00 single limit covering both Bodily Injury and Property Damage including coverage for below noted indemnity agreement in such companies as may be approved by the Owner. Certificates the customary form, evidencing that premiums therefore have been paid, shall be delivered to the Owner simultaneously with the execution of any contract and prior to performing any work authorized under a purchase order, and within 15 days prior to the expiration of such insurance like certificates shall be delivered to the Owner evidencing the renewal of such insurance, together with evidence satisfactory to the Owner of the payment of the premium. All certificates must obtain a definite provision that if such policies are cancelled or changed during the periods of coverage as stated therein, in such a manner as to affect this certificate, written notice will be mailed to the Owner by registered mail 10 days prior to such cancellation or change.

*Column of Description of Operations should indicate:*

Evergreen Shipping Agency (America) Corp as additional insured as their interests may appear.

Certificate Holder: Evergreen Shipping Agency (America) Corp., One  
Evertrust Plaza, Jersey City, NJ 07302

EMAIL: [patriciaambrose@evergreen-shipping.us](mailto:patriciaambrose@evergreen-shipping.us)  
FAX: (201) 915-4986

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

City Clerk File No. Res. 18-639

Agenda No. 10.z.37

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO WASTEQUIP MANUFACTURING COMPANY LLC FOR THE PURCHASE AND DELIVERY OF REFUSE HOLDING CONTAINERS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

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

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA), is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Director of Public Works needs to purchase refuse holding containers; and

**WHEREAS**, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, the Department of Public Works, Division of Sanitation wishes to purchase refuse holding containers from Wastequip Manufacturing Company LLC, 6525 Morrison Boulevard, Suite 300, Charlotte, North Carolina 28211 who is in possession of Sourcewell/NJPA contract number 041217-WQI; and

**WHEREAS**, funds are available for this contract in the Capital Account;

| Acct #            | P.O. # | Amount      |
|-------------------|--------|-------------|
| 04-215-55-167-990 | 129687 | \$57,260.00 |

**WHEREAS**, the total amount of the contract is \$57,260.00; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

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


1. A contract award to Wastequip Manufacturing Company LLC in the amount of \$57,260.00 for the purchase of refuse holding containers is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)

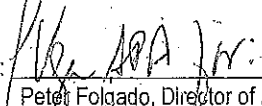
TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO WASTEQUIP MANUFACTURING COMPANY LLC FOR THE PURCHASE AND DELIVERY OF REFUSE HOLDING CONTAINERS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

- 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.

  
 Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| Acct #            | P.O. # | Amount      |
|-------------------|--------|-------------|
| 04-215-55-167-990 | 129687 | \$57,260.00 |

Approved:   
 Peter Folgado, Director of Purchasing,  
 QPA, RPPO


June 25, 2018  
 Date

PF/pv/RR  
 6/25/18

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

Not Required

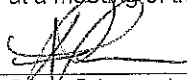
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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.

  
 Relando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO WASTEQUIP MANUFACTURING COMPANY LLC FOR THE PURCHASE AND DELIVERY OF REFUSE HOLDING CONTAINERS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

**Project Manager**

|                     |                              |                   |
|---------------------|------------------------------|-------------------|
| Department/Division | DPW                          | Sanitation        |
| Name/Title          | Pat Stamato                  | Director          |
| Phone/email         | 201-547-4440<br>551-697-4576 | pstamato@icnj.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:

- ↓ Purchase 70 containers, 6 cubic yard for garbage disposal
- ↓ Each container costs \$818.00

**Cost (Identify all sources and amounts)**

04-215-55-167-990 (Sanitation Capital)

**Total Cost: \$57,260.00**

**Contract term (include all proposed renewals)**

One (1) time purchase.

Type of award

Source Well Purchasing Cooperative

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date



506 New Brooklyn Road, Williamstown, NJ, 08094

WQ-10081041

Sell To:

Contact Name Pat Stamato
Bill To Name Jersey City DPW
Bill To 13-15 Linden Avenue E
Jersey City, NJ 07305
USA
Email pstamalo@jcnj.org
Phone (551) 697-4576

Ship To Name Jersey City DPW
Ship To 13-15 Linden Avenue E
Jersey City, NJ 07305
USA

Quote Information

Salesperson Blake Wetzel
Salesperson Email bwetzel@wastequip.com

Created Date 6/19/2018
Expiration Date 6/26/2018
Quote Number WQ-10081041
Please Reference Quote Number on all Purchase Orders

Table with 5 columns: Model, Product Description, Selected Option, Quantity, Sales Price, Total Price. Row 1: 125634, 6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Gulde, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color, Color: Custom - Pantone # required, 70.00, \$818.00, \$57,260.00

Payment Terms Net 30 Days if credit has been established
Shipping Terms FOB Origin
Subtotal \$57,260.00
Tax \$0.00
Grand Total \$57,260.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: \_\_\_\_\_
Company Name: \_\_\_\_\_

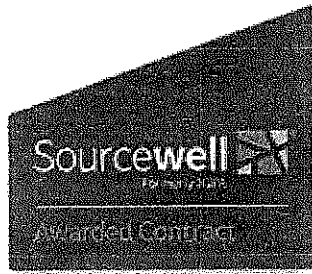


Cooperative Purchasing ▾ Services & Programs ▾ News



Join

← Vendors & Contracts



# Wastequip

Waste and recycling equipment

#041217-WQI

Maturity Date: 07/07/2021

Products & Services

Contract Documents

Pricing

Contact Information

## Products & Services

Sourcewell contract 041217-WQI gives access to the following types of goods and services:

Mobile Division:

- Galbreath® Cable Hoists
- Galbreath® Hook Hoists

- Galbreath® Trailers & Container  
Handlers

- Pioneer® & Mountain Tarp®  
tarping systems

Steel Division:

- Wastequip® steel containers, dumpsters & roll-offs

Plastics Division:

- Toter® Pro & Toter® Residential carts

Technical Division:

- Wastequip® compactors & balers

Additional information can be found on the vendor-provided, nongovernment website at:

[www.wastequip.com](http://www.wastequip.com)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WASTEQUIP MANUFACTURING COMPANY LLC

**Trade Name:**

**Address:** 506 NEW BROOKLYN RD  
WILLIAMSTOWN, NJ 08094-1836

**Certificate Number:** 1507056

**Effective Date:** August 19, 2009

**Date of Issuance:** June 25, 2018

**For Office Use Only:**

20180625102010837

**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 Wastequip Manufacturing Company, LLC (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** June 21, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor-Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Wastequip Manufacturing Company, 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.

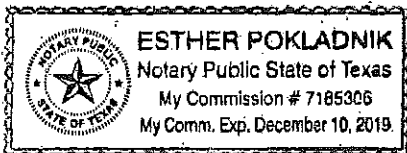
Name of Business Entity: Wastequip Manufacturing Company, LLC

Signed: *Larry Harvey* Title: VP-Finance

Print Name: Larry Harvey Date: 6/21/18

Subscribed and sworn before me  
this 21 day of June 2018.  
My Commission expires:

*Esther Pokladnik*  
(Affiant)  
*Esther Pokladnik*  
(Print name & title of affiant) (Corporate Seal) N/A



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

| Name of Stock or Shareholder                                     | Home Address |
|------------------------------------------------------------------|--------------|
| Please see attached Wastequip Statement of Ownership for details |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |
|                                                                  |              |

**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: Wastequip Manufacturing Company, LLC

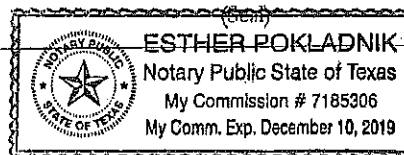
Signature of Affiant: *Larry Harvey*  
 Printed Name of Affiant: Larry Harvey

Title: VP-Finance  
 Date: 6-21-17

Subscribed and sworn before me this 21 day of June, 2018.

*Esther Pokladnik*  
 (Witnessed or attested by)

My Commission expires: 12-10-19





# 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-2016** to **15-MAR-2019**

WASTEQUIP MFG. CO., INC.  
1031 HICKSTOWN ROAD  
ERIAL NJ 08081-0451



*Ford M. Scudder*  
FORD M. SCUDDER  
Acting State Treasurer

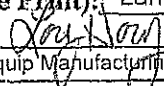
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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 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): Larry Harvey, VP-Finance  
Representative's Signature:   
Name of Company: Wastequip Manufacturing Company, LLC  
Tel. No.: 800-424-0422 Ext 244 Date: 6-21-18

**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 : Wastequip Manufacturing Company, LLC  
Address : (Bid Location) 841 Meacham Road, Statesville, NC 28677  
Telephone No. : 800-424-0422 Ext 244  
Contact Name : Marya Jenkins, Bid/Contract Specialist

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: Wastequip Manufacturing Company, LLC  
Address: (Bid Location) 841 Meacham Road, Statesville, NC 28677  
Telephone No. : 800-424-0422 Ext 244  
Contact Name: Marya Jenkins, Bid/Contract Specialist

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**



ISSUE DATE  
10/8/2014

# State of New Jersey



## Department of Labor and Workforce Development

**PERMIT TO MAINTAIN PAYROLL RECORDS OUTSIDE OF THE STATE OF NEW JERSEY**

*Authorizing an employer to maintain outside of the State of New Jersey payroll records of hours worked by and wages paid to employees.  
Pursuant to N.J.S.A Chapter 113, Laws of New Jersey 1966, this permit is issued to:*

Wastequip Mfg. Co. LLC  
841 Meacham Road  
Statesville NC 28677

**and LOCATION WHERE PAYROLL RECORDS WILL BE MAINTAINED OUTSIDE OF NEW JERSEY**

Wastequip Mfg. Co. LLC  
841 Meacham Road  
Statesville, NC 28677

*This permit is issued for an unlimited time period. Payroll records must be made available for inspection in New Jersey in accordance with the information in your application. This permit may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development. It is valid only for the address shown above.*

A handwritten signature in black ink that reads "Harold J. Wirths".

**Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development**

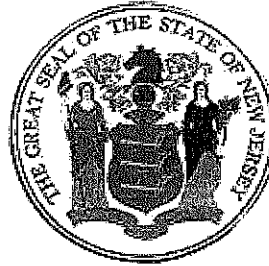
*Must be posted in a conspicuous place*

EMPLOYER NUMBER  
593469

PERMIT NUMBER  
17449

Certificate Number  
593469

Registration Date: 10/20/2016  
Expiration Date: 10/19/2018



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Wastequip Mfg Co LLC  
**2016**

**Responsible Representative(s):**

Richard Sedory, Vice-President  
Stephen Svetik, CFO

**Responsible Representative(s):**

Martin Bryant, CEO

Aaron R. Fichtner, Ph.D. Acting Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.



**WASTEQUIP MANUFACTURING COMPANY LLC**  
**OWNERSHIP STATEMENT**

Beginning Entity: Wastequip Manufacturing Company LLC  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

Wastequip, LLC (100% ownership of Wastequip Manufacturing Company LLC)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

Patriot Container Acquisition Corp. (100% ownership of Wastequip, LLC)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

Patriot Container Intermediate, LLC (100% ownership of Patriot Container Acquisition Corp.)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

Patriot Container Corp. (100% ownership of Patriot Container Intermediate, LLC)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

HPCC Intermediate, Inc. (100% ownership of Patriot Container Corp.)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

HPCC Parent, Inc. (100% ownership of HPCC Intermediate, Inc.)  
6525 Morrison Boulevard, Ste. 300, Charlotte, NC 28211

H.I.G. Wastequip, L.P. (97% ownership of HPCC Parent, Inc.)  
1450 Brickell Avenue, 31<sup>st</sup> Floor, Miami, FL 33131

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

City Clerk File No. Res. 18-640

Agenda No. 10.z.38

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SANITATION EQUIPMENT CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO FRONT LOADER REFUSE COLLECTION TRUCKS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

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

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Director of Public Works needs to purchase refuse collection trucks; and

**WHEREAS**, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, the Department of Public Works, Division of Sanitation wishes to purchase refuse collection trucks from Sanitation Equipment Corporation, 80 Furler Street, Totowa, New Jersey 07512 who is an authorized dealer for Labrie Enviroquip Group and who is in possession of Sourcewell contract number 112014-LEG; and

**WHEREAS**, funds are available for this contract in the **Capital Account**:

| Acct #            | P.O. #       | Amount              |
|-------------------|--------------|---------------------|
| 04-215-55-167-990 | 129676       | \$364,014.40        |
| 04-215-55-167-991 | 129677       | <u>\$176,190.00</u> |
|                   | <b>Total</b> | <b>\$540,204.40</b> |

**WHEREAS**, the total amount of the contract is \$540,204.40; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

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

1. A contract award to Sanitation Equipment Corporation in the amount of \$540,204.40 for the purchase of refuse collection trucks is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SANITATION EQUIPMENT CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO FRONT LOADER REFUSE COLLECTION TRUCKS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

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.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| Acct #            | P.O. # | Amount       |
|-------------------|--------|--------------|
| 04-215-55-167-990 | 129676 | \$364,014.40 |
| 04-215-55-167-991 | 129677 | \$176,190.00 |
| Total             |        | \$540,204.40 |

Approved: Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

June 25, 2018  
Date

PF/pv/RR  
6/25/18

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

APPROVED AS TO LEGAL FORM

APPROVED: John Murray  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |        |      |               |     |     |      |                |     |     |      | 6.27.18 |  |
|-----------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|---------|--|
| COUNCILPERSON                           | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |         |  |
| RIDLEY                                  | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |         |  |
| PRINZ-AREY                              | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |         |  |
| BOGGIANO                                |     | ABSENT |      | 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]  
Rolaño F. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SANITATION EQUIPMENT CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO FRONT LOADER REFUSE COLLECTION TRUCKS THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE) FOR THE DEPARTMENT OF PUBLIC WORKS, SANITATION DIVISION**

**Project Manager**

|                     |                              |                   |
|---------------------|------------------------------|-------------------|
| Department/Division | DPW                          | Sanitation        |
| Name/Title          | Pat Stamato                  | Director          |
| Phone/email         | 201-547-4440<br>551-697-4576 | pstamato@jcnj.org |

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

**Contract Purpose**

The purpose of this resolution is to:

- ✦ Purchase two (2) 40 cubic yard front loader
- ✦ Mack MRU Chassis
- ✦ Each front loader costs \$270,102.20.

**Cost (Identify all sources and amounts)**

04-215-55-167-990 (Sanitation Capital) for \$364,014.40  
04-215-55-167-991 (Sanitation Capital) for \$176,190.00  
**Total Cost: \$540,204.40**

**Contract term (include all proposed renewals)**

One (1) time purchase.

**Type of award**

Source well Purchasing Cooperative

If "Other Exception", enter type  
Additional Information

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

*[Handwritten signatures and dates]*  
Date: 6/29/18  
Date: 6/25/18



**WITTKÉ**  
**SANITATION EQUIPMENT CORP.**



80 Furler Street  
 Totowa, NJ 07512

PHONE: 973-837-8915 FAX: 973-837-8919

SILENDRA BAIJNAUTH  
 DEPT OF PUBLIC WORKS MUNICIPAL SERVICES COMPLEX  
 13-15 LINDEN AVE EAST, SUITE 200  
 JERSEY CITY, NJ 07305

June 19, 2018



**NJPA AWARDED CONTRACT**

Contract #112014-LEG

Dear Mr. Baijnauth,

We are pleased to submit our NJPA quote for (1) new Wittke 40 cubic yard frontloader with the following equipment options with 2018 model year Mack MRU chassis. This is a stock unit and available on a first come first serve basis  
 I ATTACHED THE SPEC FOR THE CHASSIS -does not have 5 year warranty

- Canopy sweeper
- Hopper cleanout sump street side
- Arm lift capacity 10,000#
- Automatic pump shut off 32 MPH
- Hydraulic pressure gauge on main valve
- Packer cylinder telescopic nitrated durascopetm shavers
- Transmission driven PTO
- Autopack engaged when arms drop below windshield with on/off switch
- Driver position main control pneumatic joystick 1 handle
- Throttle advance toggle switch on/off/auto
- Additional back up lights mid body rub rails LED
- Additional back up lights on tailgate LED
- Additional work light in hopper LED
- Behind packer work lamp LED
- Amber 6" whelen L10 in center of tailgate
- Multifunction LED light package
- Dual 3<sup>rd</sup> eye camera system-LH side mirror and tailgate
- Centralized grease block cylinder pins on body front wall
- Centralized grease block cylinder pins on packer
- Chromium overlay wear strips packer shoes channels
- Fire extinguisher 20LB
- Caution this vehicle stops and back frequently on tailgate
- Painted white
- Body warranty is 1 year

**NJPA COST TRUCK AND BODY: \$270,102.20 each**

This is sold as first come first serve. There are 2 of these in stock. Unit will be sold as is. Payment will be due upon delivery. If acceptable a properly executed PO will be required before order is placed.  
 No plow provisions on this unit. DOES NOT HAVE 360 DEGREE CAMERAS

Respectfully Submitted:

BY: Sanitation Equipment Corp.

*Carla Iommetti*  
 Carla Iommetti-Secretary

**From:** Carla Iommetti  
**Sent:** Wednesday, June 6, 2018 12:57 PM  
**To:** [pstamato@icnj.org](mailto:pstamato@icnj.org)  
**Subject:** Frontloader NJPA quote  
**Importance:** High

We are pleased to submit our NJPA quote for (1) new Wittke 40 cubic yard frontloader with the following equipment options with 2018 model year Mack MRU chassis. This is a stock unit and available on a first come first serve basis  
I ATTACHED THE SPEC FOR THE CHASSIS ABOVE

- Canopy sweeper
- Hopper cleanout sump street side
- Arm lift capacity 10,000#
- Automatic pump shut off 32 MPH
- Hydraulic pressure gauge on main valve
- Packer cylinder telescopic nitrated durascopetm shavers
- Transmission driven PTO
- Autopack engaged when arms drop below windshield with on/off switch
- Driver position main control pneumatic joystick 1 handle
- Throttle advance toggle switch on/off/auto
- Additional back up lights mid body rub rails LED
- Additional back up lights on tailgate LED
- Additional work light in hopper LED
- Behind packer work lamp LED
- Amber 6" wheel L10 in center of tailgate
- Multifunction LED light package
- Dual 3<sup>rd</sup> eye camera system
- Centralized grease block cylinder pins on body front wall
- Centralized grease block cylinder pins on packer
- Chromium overlay wear strips packer shoes channels
- Fire extinguisher 20LB
- Caution this vehicle stops and back frequently on tailgate
- Painted white

**NJPA COST TRUCK AND BODY: \$270,102.20 each**

This is sold as first come first serve. There are 2 of these in stock.

If acceptable a properly executed PO will be required before order is placed.

No plow provisions on this unit.

DOES NOT HAVE 360 DEGREE CAMERAS

Kind Regards,

Carla Iommetti

Officer

Sanitation Equipment Corp.

80 Furler Street

Totowa, NJ 07512

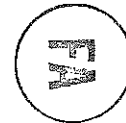
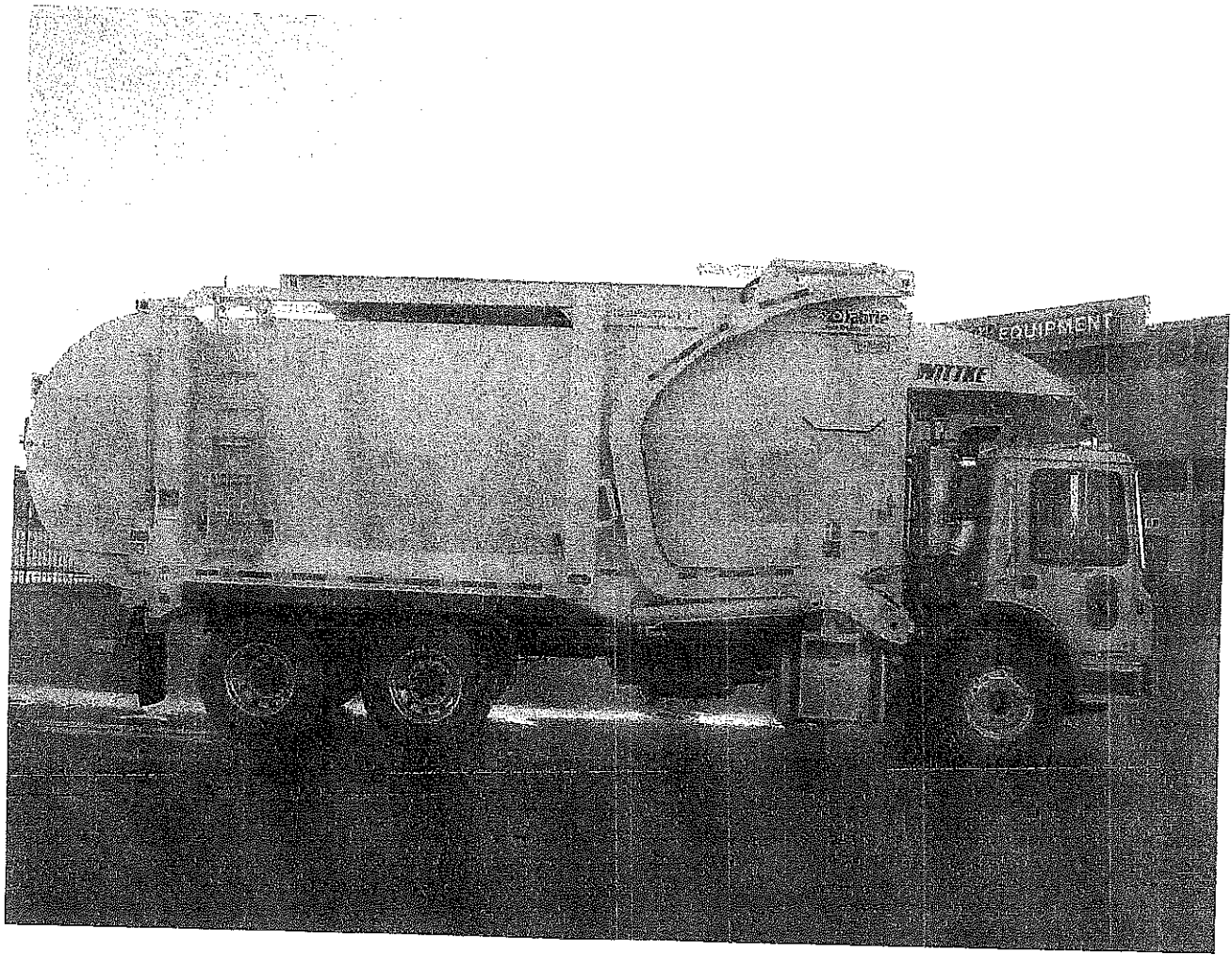
Phone: 973-837-8915

Fax: 973-837-8919

Email: [carla@saniequipcorp.com](mailto:carla@saniequipcorp.com)

Website: [www.saniequipcorp.com](http://www.saniequipcorp.com)





Terms and Conditions: Units are subject to order only. Price not including any applicable taxes. Copy of trade bill, if applicable, is due at time of agreement, original due at delivery. Contractors pay COD. This agreement is binding. By signing, you agree that you are authorized to enter into this contract. Delivery dates are estimates. Information is deemed reliable but not guaranteed. Deere Equipment Company is not financially responsible for lost time, revenue, or any other losses.



Terms and Conditions: Units are subject to prior sale. Does not include any applicable taxes. Copy of trace title, if applicable, is due at time of agreement, original title at delivery. Cannot ship  
are COD. This agreement is binding. By signing, you agree that you are authorized to enter into this contract. Delivery dates are estimations. Information is deemed reliable but not guaranteed.  
Used Equipment Company is not financially responsible for late title, revenue, or any other losses.

Home > National Cooperative Contract Solutions > Contracts - Fleet > Waste & Recycling > Labrie Enviroquip Group



## Labrie Enviroquip Group



**Contract#:** 112014-LEG  
**Category:** Waste & Recycling  
**Maturity Date:** 12/16/2018

- Overview
- Contract Documentation
- Pricing
- Marketing Materials
- NJPA Contact Information

Labrie Enviroquip is a top tier manufacturer of equipment for the solid waste and recycling industry in North America whose brands include Labrie Side Loaders & Recyclers, Leach Rear Loaders, and Wittke Front Loaders. Labrie automated arms, CNG packages and unique chassis adaptations display the innovative engineering and reliable design for which Labrie is known. Patented Pendulum Packer units handle food waste and organics with ease. Sold and serviced through a network of experienced dealers and Labrie Plus Parts & Service, Labrie's collection bodies allow you to provide safe, dependable service to your communities. Contact our NJPA Help Desk or a dealer near you.

**HOW TO PURCHASE** ?  
Our step-by-step guide

**Vendor Contact Info**  
[NJPAinfo@labriegrup.com](mailto:NJPAinfo@labriegrup.com)  
[www.labriegrup.com](http://www.labriegrup.com)

Skip Berg, National Sales  
Manager  
Direct Phone: 908-391-4661  
[skip.berg@labriegrup.com](mailto:skip.berg@labriegrup.com)  
[www.labriegrup.com](http://www.labriegrup.com)

## Patricia Vega

---

**From:** Skip Berg <skip.berg@labriegroup.com>  
**Sent:** Wednesday, June 20, 2018 1:42 PM  
**To:** Patricia Vega  
**Cc:** clinton.strother@njpacoop.org; jamie.case@njpacoop.org; Silendra Baijnauth  
**Subject:** Re: authorized reseller/dealer?

Yes - they are the dealer of record and the purchase Order can be made out to them.

Thank you for your interest. As a point of information, the NJPA is now known as SourceWell - but the contracts and procedures all remain intact.

Regards -

Skip Berg  
Labrie Enviroquip  
908-391-4661

On Jun 20, 2018, at 1:36 PM, Patricia Vega <[VegaP@icnj.org](mailto:VegaP@icnj.org)> wrote:

Good afternoon,

Is Sanitation Equipment an authorized dealer/reseller under your NJPA contract 112014-LEG?

If yes, whom should the po be made out to?

Thank you!

Warm regards,

<image001.png>

Division of Purchasing  
Patricia M Vega, Assistant Director  
394 Central Ave, 3<sup>rd</sup> Floor  
Jersey City, NJ 07307  
t: 201.547.4278 e: [vegap@icnj.org](mailto:vegap@icnj.org)



Cooperative Purchasing ▾ Services & Programs ▾ News



Join

← Vendors & Contracts



# Labrie Enviroquip Group

Waste and Recycling

#112014-LEG

Maturity Date: 12/16/2018

*175 Route du Pont  
St. Nicolas, Quebec, Canada  
G7A 2T3*

Products & Services

Contract Documents

Pricing

Contact Information

## Contract Documents

Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Contract #112014-LEG

Effective 12/16/2014 - 12/16/2018

Contract Award  
RFP 112014 #

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

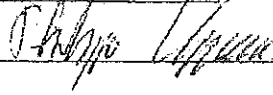
MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES  
In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Labrie Enviroquip Group Date: November 14th 2014

Company Address: 175 Route du Pont

City: St-Nicolas State: QC Country: Canada Zip: G7A 2T3

Contact Person: Philippe L'Espérance Title: Accounting Director

Authorized Signature (ink only):  Philippe L'Espérance  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Labrie Enviroquip Group

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance@ (NJPA)

NJPA Authorized signature:

*[Handwritten Signature]*

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this

16<sup>th</sup>

day of

December

, 20 14

NJPA Contract Number 112014-LEG

NJPA Authorized signature:

*[Handwritten Signature]*

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

16<sup>th</sup>

day of

December

, 20 14

NJPA Contract Number 112014-LEG

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

Labrie, Enviroquip Group

Vendor Authorized signature:

*[Handwritten Signature]*

Philippe L'Espérance

(Name printed or typed)

Title:

Accounting Director

Executed this

18

day of

December

, 20 14

NJPA Contract Number 112014-LEG



**Vehicle Summary**

| CUSTOMER/VEHICLE INFO |                    | Description                                                                                   | Front Weight (LB) | Rear Weight (LB) |
|-----------------------|--------------------|-----------------------------------------------------------------------------------------------|-------------------|------------------|
| A19039                | VEHICLE MODEL YEAR | 2018 MODEL YEAR                                                                               | 0                 | 0                |
| S                     | PB1081             | PRICE BOOK LEVEL 2018B Pricebook                                                              | 0                 | 0                |
| S                     | 002AQ2             | CHASSIS (BASE MODEL) MRU613 R (11L) - 6x4 DAYCAB                                              | 10814             | 2357             |
| S                     | MP2001             | CUSTOMER FLEET SIZE DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND | 0                 | 0                |
| S                     | 013001             | TYPE OF SERVICE COMMERCIAL                                                                    | 0                 | 0                |
| S                     | 505015             | INITIAL REGISTRATION LOCATION ALL 50 STATES, CARB ENGINE EMISSION (US17)                      | 0                 | 0                |
| S                     | 534014             | LANGUAGE-PUBS/DECAL/SIGNS ENGLISH                                                             | 0                 | 0                |
| S                     | APPAA3             | VEHICLE APPLICATION CLASS CLASS B HIGHWAY-INNER CITY                                          | 0                 | 0                |
| S                     | 0050S5             | VEHICLE USE & BODY/TRAILER TYPE REFUSE FRONT LOADER TRUCK                                     | 0                 | 0                |
|                       | 032A39             | TERRAIN GRADE NORMAL HIGHWAY, STARTING GRADES<12%                                             | 0                 | 0                |
|                       | 033A10             | LOADING SURFACE CONCRETE LOADING AND / OR UNLOADING SURFACE                                   | 0                 | 0                |
|                       | 0342A3             | VEHICLE VOCATION REFUSE / NON LANDFILL OPERATION                                              | 0                 | 0                |

| APPLICATION PACKAGES |        | Description                                                 | Front Weight (LB) | Rear Weight (LB) |
|----------------------|--------|-------------------------------------------------------------|-------------------|------------------|
| S                    | 023AB3 | APPLICATION RECOMMENDATIONS WITHOUT SPECIAL SALES PACKAGE   | 0                 | 0                |
|                      | 026086 | SALES PROMOTION 2017/18 RAPID QUOTE MANAGEMENT PROGRAM - US | 0                 | 0                |
| S                    | 022001 | PILOT INSPECTION NO PILOT REQUESTED                         | 0                 | 0                |

| ENGINE/TRANSMISSIONS |        | Description                                                                                | Front Weight (LB) | Rear Weight (LB) |
|----------------------|--------|--------------------------------------------------------------------------------------------|-------------------|------------------|
|                      | 1000V0 | ENGINE PACKAGE MP7-375M MACK 375HP @ 1500-1900 RPM (PEAK) 2100 RPM (GOV) 1360 LB-FT, US'17 | 0                 | 0                |
|                      | 136AS6 | TRANSMISSION 4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS                  | 732               | 245              |
|                      | RSXQCX | TRANSMISSION ELECTRONICS ALLISON VOC PKG# 142 RDS REFUSE WITH AUTO-NEUTRAL, LBSS, PBAN     | 0                 | 0                |
| S                    | U6AA1X | ENGINE GOVERNOR TYPE ENGINE GOVERNOR TYPE MIN-MAX                                          | 0                 | 0                |

| EXHAUST/EMISSIONS |  | Description | Front Weight | Rear Weight |
|-------------------|--|-------------|--------------|-------------|
|-------------------|--|-------------|--------------|-------------|



|   |        |                                |                                                                                                | (LB) | (LB) |
|---|--------|--------------------------------|------------------------------------------------------------------------------------------------|------|------|
| S | DPFAA3 | DPF DIESEL PARTICULATE FILTER  | CLEARTECH W/ DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC                           | 0    | 0    |
| S | CIR02R | CARB 2008 IDLE REGULATION      | IDLE EMISSION CERTIFICATION, CARB 08                                                           | 0    | 0    |
| S | 130AC7 | EXHAUST                        | SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER | 0    | 0    |
| S | Q0AA1X | EXHAUST SYSTEM MATERIAL FINISH | W/O VERT EXH-BRIGHT FINISH                                                                     | 0    | 0    |
| S | DF1041 | DEF TANK                       | 6.6 GALLON (25 L) 22" DIAMETER TANK RIGHT SIDE MTD                                             | 0    | 0    |
| S | KSX05X | EXHAUST AFTERTREATMENT SYSTEM  | EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE REGEN                      | 0    | 0    |
| S | W4BC1X | REGENERAT CONTROL SWITCH, DPF  | NO INHIBIT DPF REGENERATION SWITCH                                                             | 0    | 0    |
| S | 78AG5X | EMISSION ON BOARD DIAG CONTROL | EMISSION OBD, DISPLAY-ONLY, USA2018                                                            | 0    | 0    |

| ENGINE EQUIPMENT |        | Description                         | Front Weight (LB)                                                                       | Rear Weight (LB) |     |
|------------------|--------|-------------------------------------|-----------------------------------------------------------------------------------------|------------------|-----|
| S                | 125AA6 | AIR CLEANER                         | 13" (330 mm) DIAMETER BEHIND CAB W/SNORKEL, SINGLE ELEMENT DRY TYPE                     | 0                | 0   |
| S                | 113AA5 | AIR COMPRESSOR                      | MERITOR/WABCO 636 (37.4 CFM)                                                            | 0                | 0   |
| CA               | 132AF2 | ALTERNATOR                          | 12V240A DELCO 40SI,HIGH OUTPUT ALT.W/REMOTE VOLTAGE SENSING                             | 34               | 0   |
|                  | 316AA7 | BATTERIES                           | (3) MACK 12V 1000/3000 CCA THREADED STUD TYPE                                           | 16               | 5   |
|                  | 508AA1 | COOLING PERFORMANCE                 | WITH AUXILIARY COOLING                                                                  | 142              | -26 |
| S                | 119AC9 | COOLANT PROTECTION                  | TO -34 DEGREES F (-37 DEGREES C)                                                        | 0                | 0   |
| S                | H8XZ1X | RADIATOR BLIND                      | W/O BUG SCREEN/WINTER FRONT                                                             | -8               | 3   |
| S                | HWXA1X | COOLANT FILTER / CONDITIONER        | MACK COOLANT CONDITIONER                                                                | 0                | 0   |
|                  | 4TBA1X | ENGINE BLOCK HEATER RECEPTACLE (CA) | ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION                                          | 0                | 0   |
| S                | 118AB5 | FAN DRIVE                           | BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE                                    | 0                | 0   |
| S                | 110AA5 | ENGINE BRAKE                        | MACK MP7 POWERLEASH                                                                     | 36               | 5   |
|                  | 293AA3 | FUEL-WATER SEPARATOR                | DAVCO 382, (FLUID HTD) FUEL HEATER/WATER SEPARATOR W/VENDOR PRIM & MACK SEC FUEL FILTER | 7                | 0   |
|                  | J7XZ1X | AUX. FUEL SYSTEM EQUIPMENT          | WITHOUT AUXILIARY FUEL HEATING                                                          | 0                | 0   |
| S                | E8XZ1X | FUEL EQUIPMENT WATER HEATER (CA)    | W/O FUEL HEATER                                                                         | 0                | 0   |
| S                | 393AD9 | BATTERY BOX - MOUNTING              | SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF                                 | 0                | 0   |
|                  | L5XF1X | BATTERY BOX COVER                   | POLISHED ALUMINUM                                                                       | 0                | 0   |
|                  | LLXC1X | EMERGENCY START STUDS               | EMERGENCY START STUDS, BATTERY BOX MOUNTED                                              | 0                | 0   |
|                  | 318AA3 | BATTERY DISCONNECT SWITCH           | FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE                                         | 3                | 0   |
| S                | Z8CZ1X | FUEL LEAK DETECTOR (CA)             | WITHOUT NATURAL GAS FUEL LEAK DETECTOR                                                  | 0                | 0   |
| S                | 124AA2 | HOSES - RADIATOR/HEATER             | SILICONE RADIATOR AND HEATER HOSES                                                      | 0                | 0   |
| S                | NCXA6X | STARTER                             | 12 VOLT DELCO 39MT-MXT                                                                  | 0                | 0   |
| S                | QHXC1X | OIL PAN                             | OIL PAN                                                                                 | 0                | 0   |

Price Level:02/12/2017

Page: 2

Date:09/19/2017

Quotation:BASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO, IN

|   |        |                                         |                                                                                   |   |   |
|---|--------|-----------------------------------------|-----------------------------------------------------------------------------------|---|---|
|   | 36AE1X | LEATHER DEV PKG,<br>CAPS & COVERS       | FURNISH FOR RADIATOR, OIL, POWER STEERING, TRANS FILL CAP<br>AND DIPSTICK W/CHAIN | 0 | 0 |
|   | 5NXA1X | ENGINE BLOCK<br>HEATER                  | 120V 1500 WATT ENGINE BLOCK HEATER                                                | 5 | 0 |
| S | EFXZ1X | ENGINE OIL PAN<br>HEATER                | W/O OIL PAN HEATER                                                                | 0 | 0 |
|   | NDXA1X | ENGINE STARTING AID                     | ELECTRIC PREHEATER                                                                | 7 | 0 |
| S | HZXZ1X | ENGINE OIL DRAIN KIT                    | W/O OIL CHANGE SYSTEM                                                             | 0 | 0 |
|   | M0XAAX | BATTERY SHOCK<br>PADS                   | SHOCK PADS UNDER BATTERIES                                                        | 0 | 0 |
| S | X0AB0X | SMART IDLE<br>ELEVATED IDLE RPM<br>TIME | INCREASE 10 MINUTE MAXIMUM TIME                                                   | 0 | 0 |

| CLUTCH/TRANS EQUIPMENT |        | Description                         | Front<br>Weight<br>(LB) | Rear<br>Weight<br>(LB) |
|------------------------|--------|-------------------------------------|-------------------------|------------------------|
|                        | 133AA1 | CLUTCH                              | 0                       | 0                      |
|                        | 195AB0 | DRIVELINE - MAIN                    | 9                       | 9                      |
|                        | 204AA6 | DRIVELINE -<br>INTERAXLE            | 0                       | 31                     |
|                        | 7RXAEX | LUBRICANTS,<br>TRANSMISSION         | 0                       | 0                      |
|                        | 2XAZ1X | CLUTCH PEDAL PAD                    | 0                       | 0                      |
|                        | 139AA7 | TRANSMISSION OIL<br>COOLER          | 0                       | 0                      |
| S                      | 83AZ1X | PROP SHAFT BEARING<br>GUARD         | 0                       | 0                      |
| S                      | 76AA1X | PROPELLR SHAFT<br>MAIN, UNVSL JNT   | 0                       | 0                      |
| S                      | 8WAAAX | PROP SHAFT<br>INTERAXL UNIV JOINT   | 0                       | 0                      |
|                        | RGXZ1X | CLUTCH BRAKE                        | 0                       | 0                      |
|                        | 442022 | TRANSMISSION<br>TORQUE CONVERTER    | 0                       | 0                      |
| CA                     | M6CA1X | TRANSMISSION OIL<br>MONITORING (CA) | 3                       | 0                      |
| S                      | U7AZ1X | TRANSMISSION<br>PROTECTION          | 0                       | 0                      |
| S                      | X9CZ1X | ENGINE SMART<br>TORQUE FEATURE      | 0                       | 0                      |

| FRONT AXLE EQUIPMENT |        | Description                     | Front<br>Weight<br>(LB) | Rear<br>Weight<br>(LB) |
|----------------------|--------|---------------------------------|-------------------------|------------------------|
| S                    | 240AA3 | FRONT AXLE                      | 325                     | 0                      |
| S                    | 244AB4 | SPRINGS - FRONT                 | -119                    | 0                      |
|                      | 241081 | FRONT AXLE BRAKES               | 16                      | 0                      |
| S                    | U3XA1X | BRAKE, FRONT                    | 0                       | 0                      |
|                      | UDXA1X | FRONT AXLE BRAKE<br>DUST SHIELD | 6                       | 0                      |
| S                    | U0AA1X | FRONT BRAKE ADJ.<br>MANUFACTURE | 0                       | 0                      |
| S                    | V7AD1X | FRONT BRAKE<br>CHAMBER MFG.     | 0                       | 0                      |

Price Level:02/12/2017

Page: 3

Date:09/19/2017

Quotation:BASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO,

|   |        |                             |                                             |     |   |
|---|--------|-----------------------------|---------------------------------------------|-----|---|
|   | LQXABX | BRAKE LINING MATERIAL FRONT | BRAKE LINING MATERIAL FRONT, MERITOR / R403 | 0   | 0 |
| S | 0KXA1X | HUB MATERIAL, FRONT         | FERROUS                                     | 0   | 0 |
| S | 1KAA1X | SHOCK ABSORBER, FRONT       | DOUBLE ACTING TYPE                          | 20  | 0 |
| S | 245AB3 | STEERING                    | XD120 SHEPPARD STEERING GEAR (RATIO 23:1)   | 181 | 0 |
|   | 2SAA1X | BUMP STOP, FRONT SUSPENSION | STATIC LOAD CUSHIONS                        | 12  | 0 |
| S | 05BE1X | FRONT BRAKE CHAMBER SIZE    | FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)   | 0   | 0 |

| REAR AXLE EQUIPMENT |        |                                 | Description                                                            | Front Weight (LB) | Rear Weight (LB) |
|---------------------|--------|---------------------------------|------------------------------------------------------------------------|-------------------|------------------|
|                     | 268AA9 | REAR AXLES - TANDEM             | 46000# (20866kg) MACK S462R (268 1026) CAST DUCTILE HOUSING            | 0                 | 1614             |
| S                   | 6MAA1X | REAR AXLE CASING WIDTH (CA)     | W/O WIDE TRACK AXLE OPTION                                             | 0                 | 0                |
| S                   | R4XZ1X | LUBE PUMP, REAR AXLE            | W/O LUBE PUMP AND FILTER                                               | 0                 | 0                |
| S                   | 018AA6 | CARRIER - REAR AXLE             | CRDP150/151                                                            | 0                 | 0                |
|                     | TAX2CX | REAR AXLE RATIO                 | 5.04 RATIO                                                             | 0                 | 0                |
|                     | 186AC7 | REAR SUSPENSION - TANDEM        | MACK mRIDE 46 PARABOLIC 3-LEAF, 46000#                                 | 0                 | 1674             |
|                     | 402AA1 | SPRINGS - ANTI-SWAY             | W/O ANTI-SWAY                                                          | 0                 | -103             |
|                     | XZXZ1X | REAR SUSP. BEAM BUSHINGS        | W/O OPTION                                                             | 0                 | 0                |
|                     | GWXDGX | BOGIE SPREAD, REAR              | 54" AXLE SPACING (BOGIE WHEELBASE)                                     | 0                 | 14               |
| S                   | ZAX99X | SUSPENSION LEVELING DEVICE (CA) | W/O AIR SUSP HEIGHT CONTROL                                            | 0                 | 0                |
|                     | YVXA1X | REAR SHOCK ABSORBER             | SHOCK ABSORBERS - OUTBOARD MOUNTED ON FORWARD AND REAR AXLES EACH SIDE | 0                 | 20               |
| S                   | XYXZ1X | TRANSVERSE TORQUE RODS, R SUSP  | WITHOUT TRANSVERSE TORQUE RODS                                         | 0                 | -66              |
|                     | 253AA4 | BRAKES - REAR                   | MERITOR "S" CAM 16.5"x7" (419x178 mm) Q+                               | 0                 | -17              |
| S                   | U4XA1X | BRAKE DRUMS/ROTORS - REAR       | CAST IRON BRAKE DRUMS                                                  | 0                 | 0                |
| S                   | U1AA1X | REAR BRAKE ADJ MANUFACTURE      | HALDEX - AUTOMATIC                                                     | 0                 | 0                |
| S                   | V1AB1X | REAR BRAKE CHAMBER SIZE         | REAR SPRING BRAKE CHAMBERS 30/30 TYPE                                  | 0                 | 0                |
|                     | UEXA1X | DRIVE AXLE BRAKE DUST SHIELD    | FURNISH                                                                | 12                | 0                |
|                     | MAXCAX | BRAKE LINING MATERIAL DRIVE     | ABEX 931-162 (MERITOR R301)(REAR EACH AXLE 23,000LBS MAX)              | 0                 | 0                |
| S                   | 0LX15X | HUB MATERIAL, DRIVE             | IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT                          | 0                 | 0                |
| S                   | 1CX12X | HUB OIL SEAL, DRIVE             | PREMIUM                                                                | 0                 | 0                |
| S                   | N2AE1X | SPINDLE NUTS, MAIN AXLE         | INTEGRATED TYPE                                                        | 0                 | 0                |
| S                   | 3LAC1X | POWER DIVIDER LOCKOUT           | POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT                                | 0                 | 40               |
|                     | 7WXB1X | LUBRICANTS, REAR AXLE(S)        | 75W - 90 (SYNTHETIC LUBRICANT)                                         | 0                 | 0                |
|                     | 2AAZ1X | REAR SPRING INSULATOR MAT'L     | W/O SHOCK INSULATORS                                                   | 0                 | 0                |
| S                   | 300AD0 | REAR BRAKE CHAMBER MFG.         | MGM MODEL TR-T; TAMPER-RESISTANT BRAKE CHAMBERS                        | 0                 | 0                |

Price Level:02/12/2017

Page: 4

Date:09/19/2017

Quotation:BASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO,

|   |        |                                |                                                  |   |   |
|---|--------|--------------------------------|--------------------------------------------------|---|---|
| S | 254AA1 | TRACTION DIFFERENTIAL          | OMI DIFFERENTIAL LOCKS - 3 AXLES                 |   |   |
| S | 9GAAAX | ABS SENSOR & MODULATOR         | 4S/4M SYSTEM REAR WHEEL END SENSORS              | 0 | 0 |
| S | 3GAA1X | BRAKE CHMBR DIAPHRAGM MATERIAL | W/O BRAKE DIAPHRAGM OPTION                       | 0 | 0 |
| S | 698AA4 | ANTI-LOCK BRAKE SYSTEM         | BENDIX WITHOUT TRACTION CONTROL                  | 0 | 0 |
| S | 7LCA1X | AXLE ALIGNMENT (CA)            | AXLE ALIGNMENT, CHASSIS REPORT, SEND TO CUSTOMER | 0 | 0 |

| PUSHER/TAG AXLE EQUIPMENT |        |                       | Description             | Front Weight (LB) | Rear Weight (LB) |
|---------------------------|--------|-----------------------|-------------------------|-------------------|------------------|
| S                         | MA41B4 | AUXILIARY AXLE WHEELS | WITHOUT AUX AXLE WHEELS | 0                 | 0                |

| FRAME EQUIPMENT/FUEL TANKS |        |                              | Description                                                               | Front Weight (LB) | Rear Weight (LB) |
|----------------------------|--------|------------------------------|---------------------------------------------------------------------------|-------------------|------------------|
| S                          | 271210 | WHEELBASE                    | 210"                                                                      |                   |                  |
|                            | 374090 | AF (OVERHANG)                | 90"                                                                       | 20                | 20               |
| S                          | 274AB1 | FRAME RAILS                  | STEEL-5/16" X 13 1/4" X 3 1/4"                                            | -44               | 219              |
| S                          | Z9XB3X | FRAME INNER LINER            | FULL INSIDE REINFORCEMENT, STEEL 1/4" 6.35                                | 0                 | 0                |
| S                          | 5CAZ1X | FRONT FRAME EXT. (BOLTED ON) | W/O FRONT FRAME EXTENSION                                                 | 0                 | 0                |
| S                          | A0XJ5X | FRONT FRAME LENGTH           | FRONT FRAME LENGTH 1187MM                                                 | 0                 | 0                |
| S                          | 281A1  | CROSSMEMBERS                 | STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL                | 113               | -15              |
| S                          | Q9AZ1X | FRAME RAIL FREE SPACE        | W/O FRAME RAIL CLEARANCE                                                  | 0                 | 0                |
| S                          | R0AZ1X | FUEL TANK POLISH OPTION      | W/O BRIGHT FINISH FUEL TANKS                                              | 0                 | 0                |
| S                          | Q5AA1X | REAR CROSSMEMBER OPTIONS     | FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER                           | 0                 | 0                |
| S                          | 2HXD1X | MUDFLAP, FRONT AXLE          | 12" FRONT FENDER MOUNTED                                                  | 0                 | 0                |
|                            | 4DXP3X | FRONT BUMPER                 | EXTENDED-SWEPT BACK-STAINLESS CLAD ALUMINUM (INCL.PAINTED CENTER TOW PIN) | -48               | 9                |
|                            | 5EXF1X | GUARD, UNDER ENGINE BAY      | SKID PLATE UNDER BUMPER AND RADIATOR                                      | 128               | -8               |
| S                          | AXXA5X | AUX CROSSM. IN REAR OVERHANG | STEEL SINGLE CHANNEL (1)                                                  | 0                 | 0                |
| S                          | 4ZAZ1X | CROSSMEMBER, BOGIE TYPE      | WITHOUT CROSSMEMBER, BOGIE                                                | 0                 | 0                |
| S                          | 4EXD1X | TOWING DEVICE, FRONT         | CENTER TOW CAPABILITY BASED ON BUMPER SELECTION                           | 0                 | 0                |
| S                          | 6PXZ1X | TOWING DEVICE, REAR          | WITHOUT TOWING DEVICES ,REAR                                              | 0                 | 0                |
| S                          | 288AA1 | FUEL TANK - LH               | WITHOUT LH FUEL TANK                                                      | 0                 | 0                |
|                            | 290A14 | FUEL TANK - RH               | 80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR                           | 69                | 69               |
|                            | JHXC1X | FUEL HOSES, LIQUID           | AEROQUIP FIRE RESISTANT HOSE                                              | 0                 | 0                |
| S                          | HBXAOX | FUEL TANK POSITION, LIQUID   | RELOCATE R.H. TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL       | 0                 | 0                |
| S                          | 852072 | FILLER NECK SCREENS          | FOR RH FUEL TANK, INCLUDES SUMP                                           | 0                 | 0                |

Price Level:02/12/2017

Date:09/19/2017

Quotation:BASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO,

| AIR/BRAKE |        | Description                | Front Weight (LB) | Rear Weight (LB) |
|-----------|--------|----------------------------|-------------------|------------------|
| S         | VHXECX | AIR DRYER - MANUFACTURER   | 0                 | 0                |
|           | UWXE1X | AIRTANK DRAIN VALVE        | 3                 | 0                |
| S         | U2XB1X | AIRTANK MATERIAL           | 0                 | 0                |
| S         | 7SAZ1X | BODY BUILDER, AIR PREP KIT | 0                 | 0                |
| S         | KOXA1X | AIR DRYER POSITION (CA)    | 0                 | 0                |
| S         | 1JAAAX | PARKING BRAKE VALVE        | 0                 | 0                |
| S         | MCXZ1X | CHASSIS PACKAGING (CA)     | 0                 | 0                |
| S         | VSXZ1X | AUXILLIARY AIRTANK         | 0                 | 0                |

| ELECTRICAL |        | Description                    | Front Weight (LB) | Rear Weight (LB) |
|------------|--------|--------------------------------|-------------------|------------------|
| S          | 4GAZ1X | PARKING BRAKE LIGHTING         | 0                 | 0                |
|            | 5RXA5X | BACK-UP ALARM                  | 0                 | 3                |
| S          | M4XAAX | AUX. POWER OUTLET, INTERIOR    | 0                 | 0                |
| S          | LJXABX | HEADLIGHT LAMP TYPE            | 0                 | 0                |
|            | NEXB1X | TAIL LAMPS                     | 0                 | 0                |
| S          | 2PAZ1X | WARNING LIGHTS BODY            | 0                 | 0                |
| S          | 3BCB1X | FRONT & SIDE INDICATOR LMP TYP | 3                 | 0                |
| S          | LSXG6X | DAYTIME RUNNING LIGHTS         | 0                 | 0                |

| TRAILER CONNECTIONS |        | Description                      | Front Weight (LB) | Rear Weight (LB) |
|---------------------|--------|----------------------------------|-------------------|------------------|
| S                   | 4BAZ1X | EXT. INDICATOR LMP, MAIN SWTCH   | 0                 | 0                |
| S                   | WHXZ1X | TRAILER CONNECTION POSITION (CA) | 0                 | 0                |
| S                   | WGXB1X | TRAILER BRAKE VALVE              | 0                 | 0                |

| PTO/SPECIALTY EQUIPMENT |        | Description                         | Front Weight (LB) | Rear Weight (LB) |
|-------------------------|--------|-------------------------------------|-------------------|------------------|
| S                       | 3OAZ1X | ADDITIONAL ELECTRICAL SCHEMATIC     | 0                 | 0                |
| S                       | 828016 | HYDRAULIC PUMP                      | 0                 | 0                |
| S                       | 6HBZ1X | PROP SHAFT, MAIN TO AUX TRANSM (CA) | 0                 | 0                |

|   |        |                                              |                                                                             |   |   |
|---|--------|----------------------------------------------|-----------------------------------------------------------------------------|---|---|
| S | 99/AAZ | CERTIFIED WEIGHT                             | CERTIFIED WEIGHT                                                            | 0 | 0 |
|   | 7TXF1X | RUST PROTECTION (for frame), ADDITIONAL (CA) | RUST PROTECTION BETWEEN FRAME RAILS AND LINERS                              | 0 | 0 |
| S | 8FXU1X | TRANSPORT ADAPTATION                         | FURNISH DRILLINGS ONLY TIE DOWN BRKTS 173"WBNO FRAME MODIFICATIONS PROVIDED | 0 | 0 |
| S | T1XZ1X | PTO ENGINE MOUNTED, REAR                     | WITHOUT PTO ENGINE REAR                                                     | 0 | 0 |
| S | TYXZ1X | POWER TAKE OFF CONTROL                       | WITHOUT TRANSMISSION PTO CONTROL                                            | 0 | 0 |
| S | 183AA1 | CRANKSHAFT ADAPTER                           | W/O FRONT END PTO DRIVE                                                     | 0 | 0 |
| S | L3XAHX | BODY BUILDER MODULE                          | EL PREP KIT, REFUSE (NO PASS THRU, 9 & 29 PIN BOC), CTRL LINK2              | 0 | 0 |
| S | D5XZ1X | UNIQUE DECALS MACHINE DIRECTIV (CA)          | W/O SPECIAL DECALS                                                          | 0 | 0 |
| S | T4XZ1X | PTO TRANSM. MOUNTED                          | W/O REAR MTD PTO                                                            | 0 | 0 |

| CAB (A THRU G) |        | Description                    | Front Weight (LB) | Rear Weight (LB) |
|----------------|--------|--------------------------------|-------------------|------------------|
| S              | PVXA2X | AIR RESTRICTION INDICATOR      | 0                 | 0                |
| S              | 73AD1X | ANTENNA - RADIO                | 0                 | 0                |
| S              | 7IBZ1X | ANTENNA, RADIO CONTROL (CA)    | 0                 | 0                |
| S              | 0LAZ1X | AUDIO SHUTOFF                  | 0                 | 0                |
| S              | R9AZ1X | BLIND SPOT VISION SYS. REAR    | 0                 | 0                |
| S              | 144AA2 | CAB                            | 0                 | 0                |
| S              | 3CAZ1X | CAB AUXILLARY FAN (CA)         | 0                 | 0                |
|                | 424014 | CAB DOOR OPTIONS               | 5                 | 0                |
| S              | 0JAA1X | CAB GRAB HANDLE                | 0                 | 0                |
| S              | 4AXB1X | CAB A/C UNIT                   | 0                 | 0                |
| S              | 75AZ1X | CAB HEATER UNIT                | 0                 | 0                |
|                | Q2AD1X | CAB INSTEP VERSION             | 0                 | 0                |
| S              | 2EXA1X | CAB TILT PUMP                  | 0                 | 0                |
|                | C7BAAX | CAB STEP PANEL PROTECTION      | 0                 | 0                |
| S              | 6WXA1X | CENTER CONTROLE CONSOLE        | 0                 | 0                |
| S              | 88AA1X | EMBLEMS OPTION                 | 0                 | 0                |
| S              | 786046 | FIRE EXTINGUISHER (CA)         | 0                 | 0                |
| S              | 31XABX | FLOOR MATS                     | 0                 | 0                |
|                | E3XJ1X | FORWARD OVERHEAD STORAGE       | 7                 | 0                |
|                | 28XF3X | FRONT GRILLE                   | 0                 | 0                |
| S              | 2RAA2X | FUEL LEVEL SENDER UNIT, LIQUID | 0                 | 0                |
| S              | D9AZ1X | GAUGE - EXHAUST PYROMETER      | 0                 | 0                |

|   |        |                               |                                                                |   |   |
|---|--------|-------------------------------|----------------------------------------------------------------|---|---|
| S | E2AZ1X | GAUGE - MANIFOLD PRESSURE     | W/O MANIFOLD PRESSURE GAUGE                                    | 0 | 0 |
| S | E0AABX | GAUGE - TRANSMISSION OIL TEMP | TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT       | 0 | 0 |
| S | 198048 | GAUGES - UNIT OF MEASURE      | U.S. UNITS (PREDOMINANT)                                       | 0 | 0 |
| S | 2VAZ1X | GEARSHIFT INHIBITOR           | WITHOUT GEAR SHIFT INHIBITOR                                   | 0 | 0 |
| S | A5BZ1X | NUMBER OF AUXILIARY GAUGES, 1 | WITHOUT AUXILIARY GAUGES                                       | 0 | 0 |
|   | 17400M | AUDIO ACCOMMODATION           | AM/FM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE | 0 | 0 |

| CAB (H THRU R) |        | Description                     | Front Weight (LB)                                               | Rear Weight (LB) |   |
|----------------|--------|---------------------------------|-----------------------------------------------------------------|------------------|---|
|                | 154AA3 | HORN - AIR                      | (2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF) | 5                | 0 |
| S              | LXXC1X | HORN - ELECTRICAL               | SINGLE TONE                                                     | 0                | 0 |
| S              | 2QAA1X | IGNITION TYPE                   | KEY TYPE                                                        | 0                | 0 |
| S              | 160AA2 | KEYED ALIKE CHASSIS             | CHASSIS KEYED AT RANDOM - 2 KEYS                                | 0                | 0 |
|                | 153AA2 | MIRRORS - CONVEX TYPE CAB DOORS | BRIGHT FINISH, LH & RH, 8" DIA. CONVEX                          | 3                | 0 |
| CA             | 152AD5 | MIRRORS - EXTERIOR              | MOTO MIRROR PACKAGE LH & RH MOTORIZED & HEATED                  | 0                | 0 |
| S              | 43X50X | MIRRORS - PROXIMITY             | W/O OPTIONAL VISIBILITY MIRROR                                  | 0                | 0 |
| S              | 0GAZ1X | PERSONALIZED NAME PLATE         | W/O PERSONALIZED OPTION                                         | 0                | 0 |
| S              | 1WAE1X | POWER LEADS                     | FURNISH IN OVERHEAD CONSOLE                                     | 0                | 0 |
|                | 312AB3 | ROOF MARKER LIGHT               | (5) TRUCKLITE LED MARKER LIGHTS                                 | 0                | 0 |

| CAB (S THRU Z) |        | Description              | Front Weight (LB)                                                    | Rear Weight (LB) |   |
|----------------|--------|--------------------------|----------------------------------------------------------------------|------------------|---|
|                | 196066 | SEAT - DRIVER'S          | BOSTROM TALLADEGA 905 (MID-BACK) AIR SUSPENSION                      | 9                | 0 |
|                | 1970G7 | SEAT - PASSENGER'S       | MACK FIXED (MID-BACK) NON-SUSPENSION                                 | 0                | 0 |
| S              | 592072 | SEAT BELT(S)             | LAP & SHOULDER (BOTH SEATS) (NOT AVAILABLE WITH EXTENDED RIDER SEAT) | 0                | 0 |
|                | 485015 | SEAT COVERING            | ALL VINYL, CAB INTERIOR DEPENDENT COLOR DRIVER & RIDER SEATS         | 0                | 0 |
| S              | 2WXAX  | STEERING WHEEL           | TWO SPOKE URETHANE GRIP CHARCOAL SPOKES                              | 0                | 0 |
| S              | 28XZ1X | TIME COUNTER (CA)        | W/O INDEPENDENT ENGINE HOURMETER                                     | 0                | 0 |
| S              | T2AA1X | WINDSHIELD PROTECTOR     | FURNISH WINDSHIELD PROTECTOR                                         | 16               | 0 |
|                | 87AB1X | WINDSCREEN WND DEFLECTOR | BRIGHT FINISH WINDSHIELD CORNER                                      | 0                | 0 |

| WHEELS & TIRES |        | Description              | Front Weight (LB)                                                  | Rear Weight (LB) |   |
|----------------|--------|--------------------------|--------------------------------------------------------------------|------------------|---|
| S              | 4WCC1X | GHG STEER TIRE CATEGORY  | LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY                        | 0                | 0 |
|                | 900AR0 | TIRES BRAND/TYRE - FRONT | 425/65R22.5 L BRIDGESTONE M854 (ALL POSITIONS) (Total for QTY = 2) | 380              | 0 |

|   |        |                                  |                                                                                                             |     |      |
|---|--------|----------------------------------|-------------------------------------------------------------------------------------------------------------|-----|------|
| S | H8CB1X | TIRE SPEED LIMIT                 | TIRE SPEED LIMIT BASIC                                                                                      |     |      |
|   | 531AJ0 | WHEELS - FRONT                   | 22.5x12.25 ALCOA LVL ONE ALUM DISC, 10-HOLE HUB PILOTED (11 1/4"/286mm BC) 5.81" OFFSET (Total for QTY = 2) | 133 | 0    |
| S | 49AALX | WHEEL FINISHING, FRONT           | MACHINE CLEAN BUFFED-ALL WHEELS                                                                             | 0   | 0    |
| S | FWT002 | FRONT AXLE TIRE & WHEEL QUANTITY | TWO FRONT TIRES & WHEELS                                                                                    | 0   | 0    |
|   | 4XCG1X | GHG DRIVE TIRE CATEGORY          | OTHER (NON-SPECIFIED), VERY POOR FUEL ECONOMY                                                               | 0   | 0    |
|   | 901AI0 | TIRES BRAND/TYPE - REAR          | 11R22.5 H BRIDGESTONE L320 (TRACTION) (Total for QTY = 8)                                                   | 0   | 0    |
| S | 346AI7 | WHEELS - REAR                    | 22.5x8.25 ALCOA LVL ONE ALUM DISC 10-HOLE HUB PILOTED (11 1/4" 286mm BOLT CIRCLE) (Total for QTY = 8)       | 0   | 1147 |
| S | 2350E5 | REAR DISC WHEEL:POLISH           | MACHINE CLEAN BUFFED - ALL WHEELS                                                                           | 0   | 353  |
| S | RWT008 | REAR AXLE TIRE & WHEEL QUANTITY  | EIGHT REAR AXLE TIRES & WHEELS                                                                              | 0   | 0    |
| S | BDXAMX | WHEEL STUDS (CA)                 | WHEEL STUDS BASIC LENGTH                                                                                    | 0   | 0    |
| S | FMXZ1X | HUB/WHEEL ISOLATOR DRIVE         | W/O PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM                                                     | 0   | 0    |
| S | 80AA1X | WHEEL NUT & FINISH, FRONT        | W/O FRONT WHEEL NUT OPTION                                                                                  | 0   | 0    |
| S | 3PBA1X | WHEEL NUT FINISH, REAR (CA)      | WHEEL NUT BASIC FINISH, REAR                                                                                | 0   | 0    |
| S | 15XABX | TIRE INFLATION VALVE             | PROVIDE STANDARD VALVE STEMS AND CAPS                                                                       | 0   | 0    |
| S | 6VXZ1X | SPARE WHEEL                      | W/O SPARE WHEEL W/TIRE                                                                                      | 0   | 0    |

| COMMUNICATION SYSTEMS |        |                         | Description                                                           | Front Weight (LB) | Rear Weight (LB) |
|-----------------------|--------|-------------------------|-----------------------------------------------------------------------|-------------------|------------------|
| S                     | M30060 | TELEMATIC GATEWAY       | GUARDDOG CONNECT WITH 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES | 0                 | 0                |
|                       | 2JCA1X | REMOTE DIAG SERVICES    | REMOTE DIAGONISTIC SERVICES, ENABLED                                  | 0                 | 0                |
| S                     | U5CD1X | REMOTE SOFTWARE UPGRADE | REMOTE SOFTWARE UPGRADE ENABLED                                       | 0                 | 0                |

| VEHICLE ELECTRONICS |        |                                    | Description                                                  | Front Weight (LB) | Rear Weight (LB) |
|---------------------|--------|------------------------------------|--------------------------------------------------------------|-------------------|------------------|
| S                   | C7CZ1X | CUSTOMER UNIQUE VEHICLE PARAM (CA) | WITHOUT CUSTOMER UNIQUE VEHICLE PARAMETERS                   | 0                 | 0                |
| S                   | G5AAHX | ENGINE OVERSPEED,ALL COND, LOG     | ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM | 0                 | 0                |
| S                   | G2AAGX | ENGINE OVERSPEED,FUELED, LOG       | ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM         | 0                 | 0                |
| S                   | G4AAUX | VEHICLE OVERSPEED,ALL COND,LOG     | VEHICLE OVERSPEED,ALL COND. TIME LOG IF ABOVE 75MPH (121KMH) | 0                 | 0                |
| S                   | G3AAPX | VEHICLE OVERSPEED, FUELED, LOG     | VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)  | 0                 | 0                |
| S                   | G1AABX | ENGINE IDLE DELAY TO LOG           | ENGINE IDLE DELAY TO START LOG, 2 MIN.                       | 0                 | 0                |
| S                   | W7AZ1X | PERIODIC TRIP LOG HOUR OF DAY      | WITHOUT PERIODIC TRIP LOG, HOUR                              | 0                 | 0                |
| S                   | W8AZ1X | PERIODIC TRIP LOG DAY OF WEEK      | WITHOUT PERIODIC TRIP LOG, DAY OF WEEK                       | 0                 | 0                |
| S                   | W9A01X | PERIODIC TRIP LOG                  | PERIODIC TRIP LOG, DAY 1 OF THE MONTH                        | 0                 | 0                |

Price Level:02/12/2017

Page: 9

Date:09/19/2017

Quotation:8ASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO,



|   | DAY OF MONTH |                                |                                                            |   |   |
|---|--------------|--------------------------------|------------------------------------------------------------|---|---|
| S | X5AB1X       | VEHICLE APP SERVICE INTERVALS  | SERVICE INTERVALS, VOCATIONAL APPLICATION                  |   |   |
| S | W8BAAX       | SERVICE ALERT                  | WITH SERVICE ALERT                                         | 0 | 0 |
| S | W5A90X       | MAINTENANCE DUE ALERT %        | ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING         | 0 | 0 |
| S | WOXA1X       | OIL PRESSURE, ENGINE SHUTDOWN  | OIL PRESSURE, ENGINE SHUTDOWN                              | 0 | 0 |
| S | WIXZ1X       | COOLANT LEVEL, ENGINE SHUTDOWN | WITHOUT COOLANT LEVEL ENGINE SHUTDOWN                      | 0 | 0 |
| S | WMXA1X       | COOLANT TEMP, ENGINE SHUTDOWN  | COOLANT TEMP, ENGINE SHUTDOWN                              | 0 | 0 |
| S | K5XA2X       | ENGINE PROTECTION SYSTEM       | ENGINE PROTECTION (SHUTDOWN)                               | 0 | 0 |
| S | D0AZ1X       | ENG FAN CNTL, STAT VEHICLE     | WITHOUT ENG FAN CONTROL, STATIONARY VEHICLE                | 0 | 0 |
| S | D1AZ1X       | ENG.FAN CNTL.MVG VHC.TIME SET  | WITHOUT ENG FAN CONTROL, MOVING VEHICLE, TIME SETTING      | 0 | 0 |
| S | C8AZ1X       | FAN ENGAGEMENT DUE TO PTO      | WITHOUT FAN ENGAGEMENT DUE TO PTO                          | 0 | 0 |
| S | C7AZ1X       | ENG FAN CNTL, A/C ON, TIME SET | WITHOUT ENG FAN CONTROL, A/C ON, TIME SETTING              | 0 | 0 |
| S | A4BAAX       | DETECTION SPEED SENSR TAMPNG   | DETECTION OF SPEED SENSOR TAMPERING, ENABLE                | 0 | 0 |
| S | 8RXAEX       | ENG TORQUE LIMIT,SPEED SENSOR  | ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED | 0 | 0 |
| S | A3BZ1X       | HIGH IDLE SPEED-UPPER GRS RPM  | WITHOUT ENGINE HIGH IDLE SPEED IN UPPER GEARS              | 0 | 0 |
| S | Z2CZ1X       | 1ST RATIO FOR REDUCD HIGH IDLE | WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE                    | 0 | 0 |
| S | Z3CZ1X       | LAST RATIO FOR FULL HIGH IDLE  | WITHOUT LAST RATIO FOR FULL HIGH IDLE                      | 0 | 0 |
| S | F2AZ1X       | PTO 1ST, SINGLE SPEED CONTROL  | WITHOUT PTO 1ST, SINGLE SPEED CONTROL                      | 0 | 0 |
| S | F3AAEX       | PTO1 SINGLE SPEED CONTROL RPM. | PTO 1ST, SINGLE SPEED SETTING, 1000 RPM                    | 0 | 0 |
| S | F5AABX       | PTO 1ST, MAX ROAD SPEED        | 1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)                   | 0 | 0 |
| S | F6AABX       | PTO 1ST, SPEED RAMP RATE       | PTO 1ST, SPEED RAMP RATE 100 RPM/SEC                       | 0 | 0 |
| S | F7AAPX       | PTO 1ST, MAX ENGINE SPEED      | PTO 1ST, MAX ENGINE SPEED, 2100 RPM                        | 0 | 0 |
| S | F8AAGX       | PTO 1ST, ROAD SPEED LIMIT      | PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)                 | 0 | 0 |
| S | X3AZ1X       | PTO 1ST,JUMP TO MIN ENG SPEED  | WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED              | 0 | 0 |
| S | F9AABX       | PTO 1ST, MINIMUM ENGINE SPEED  | PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM                     | 0 | 0 |
| S | G0AZ1X       | PTO 1ST,AUTO SET SINGLE SPEED  | PTO 1ST,AUTO SET SINGLE SPEED, DISABLE                     | 0 | 0 |
| S | H2AZ1X       | PTO 2ND, SINGLE SPEED CONTROL  | WITHOUT 2ND PTO, SINGLE SPEED CONTROL                      | 0 | 0 |
| S | H6AAEX       | PTO 2ND, SINGLE SPEED SETTING  | PTO2 SINGLE SPEED SETTING, 1000 RPM                        | 0 | 0 |
| S | H0AABX       | PTO 2ND, MAX ROAD SPEED        | 2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)                   | 0 | 0 |
| S | G9AABX       | PTO 2ND, SPEED RAMP RATE       | PTO 2ND, SPEED RAMP RATE 100 RPM/SEC                       | 0 | 0 |
| S | H7AANX       | PTO 2ND, MAX ENGINE SPEED      | PTO 2ND, MAX ENGINE SPEED, 2100 RPM                        | 0 | 0 |
| S | H5AAGX       | PTO 2ND, ROAD SPEED LIMIT      | PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)                 | 0 | 0 |
| S | X4AZ1X       | PTO 2ND,JUMP TO MIN ENG SPEED  | WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED              | 0 | 0 |

|   |        |                                |                                                            |   |   |
|---|--------|--------------------------------|------------------------------------------------------------|---|---|
| S | G8AABX | PTO 2ND, MINIMUM ENGINE SPEED  | PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM                     | 0 | 0 |
| S | H4AZ1X | PTO 2ND, AUTO SET SINGLE SPEED | PTO 2ND, AUTO SET SINGLE SPEED, DISABLE                    | 0 | 0 |
| S | Y9CZ1X | TRANS PTO1 SPLITTER RANGE      | W/O PTO1 FOR SPLITTER RANGE                                | 0 | 0 |
| S | Z1CZ1X | TRANS PTO2 SPLITTER RANGE      | W/O PTO2 SPLITTER RANGE                                    | 0 | 0 |
| S | W8BZ1X | MAXIMUM ENG SPEED AT 0 MPH     | WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH                      | 0 | 0 |
| S | JCXE6X | ROAD SPEED LIMITER SETTING     | 105 KM/HOUR ROAD SPEED LIMITER(65 MILES/HOUR)              | 0 | 0 |
| S | Y3CC5X | PEDAL RSL SETTING              | 105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)                  | 0 | 0 |
| S | U4AZ1X | LOW GEAR LIMITING FEATURE      | WITHOUT LOWER GEAR VEHICLE LIMITING FEATURE                | 0 | 0 |
| S | U5AZ1X | LOW GEAR LIMITING SPEED        | WITHOUT LOW GEAR VEHICLE LIMITING SPEED                    | 0 | 0 |
| S | L1CZ1X | PDLO ENGAGE VLS FEATURE        | DISABLE POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT     | 0 | 0 |
| S | L2CA1X | PDLO ENGAGED VLS               | POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KMH (5MPH) | 0 | 0 |
| S | JFXLLX | CRUISE CONTROL, MAX SPEED      | MAX CRUISE, 105 KPH (65 MPH)                               | 0 | 0 |
| S | E3AACX | CRUISE CONTROL MIN SPEED       | MIN CRUISE, 32 KPH (20 MPH)                                | 0 | 0 |
| S | E4AZ1X | CRUISE RESUME WITH CLUTCH      | WITHOUT CRUISE RESUME WITH CLUTCH                          | 0 | 0 |
| S | E5AACX | ENG BRK ENGAGE IN CRUISE       | ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED           | 0 | 0 |
| S | JDXA1X | CRUISE CONTROL                 | WITH CRUISE CONTROL                                        | 0 | 0 |
| S | L6CZ1X | PTO1 HOLD TO NEAREST RPM       | WITHOUT PTO1 HOLD                                          | 0 | 0 |
| S | L7CZ1X | PTO1 ACCEL BUMP-UP RPM         | WITHOUT PTO1 ACCEL "BUMP-UP"                               | 0 | 0 |
| S | L8CB1X | PTO1 DECEL BUMP-DOWN RPM       | PTO1 DECEL "BUMP-DOWN" 50RPM                               | 0 | 0 |
| S | L3CZ1X | PTO2 HOLD TO NEAREST RPM       | WITHOUT PTO2 HOLD                                          | 0 | 0 |
| S | L4CZ1X | PTO2 ACCEL BUMP-UP RPM         | WITHOUT PTO2 ACCEL "BUMP-UP"                               | 0 | 0 |
| S | L5CZ1X | PTO2 DECEL BUMP-DOWN RPM       | WITHOUT PTO2 DECEL "BUMP-DOWN"                             | 0 | 0 |
| S | K7XH3X | ENGINE IDLE CONTROL            | IDLE CONTROL, 650 RPM                                      | 0 | 0 |
| S | M6AZ1X | ENGINE IDLE ADJUST             | WITHOUT ENGINE IDLE ADJUST                                 | 0 | 0 |
| S | M3CA1X | IDLE S/D ABS TAMPER CHECK      | IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED                    | 0 | 0 |
| S | B2AZ1X | ENGINE IDLE COOLDOWN           | ENGINE IDLE COOLDOWN, DISABLE                              | 0 | 0 |
| S | A3AZ1X | IDLE SHUTDOWN                  | ENGINE IDLE SHUTDOWN, DISABLE                              | 0 | 0 |
| S | E0XGAX | ENGINE IDLE SHUTDOWN TIME      | IDLE SHUTDOWN TIME 10 MIN.                                 | 0 | 0 |
| S | B1ACAX | IDLE S/D WARNING TIME          | 30 SEC IDLE S/D WARNING TIME                               | 0 | 0 |
| S | A6AALX | IDLE S/D IF WARM-UP TEMP       | 38C DEG (100F), WARM UP TEMP DELAY                         | 0 | 0 |
| S | A4AAEX | IDLE S/D WARM-UP TIMER         | 5 MIN. WARM UP TIME DELAY                                  | 0 | 0 |
| S | A7AZ1X | IDLE S/D IF EHT ACTIVE         | WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE   | 0 | 0 |
| S | A6AABX | IDLE S/D IF PTO ACTIVE         | ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE         | 0 | 0 |
| S | B0AAAX | IDLE SHUTDOWN IF               | ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT   | 0 | 0 |

POWER > LIMIT

|   |        |                                |                                                             |   |   |
|---|--------|--------------------------------|-------------------------------------------------------------|---|---|
| S | M4CZ1X | IDLE S/D OVERRIDE %ENGINE LOAD | WITHOUT IDLE SHUTDOWN OVERRIDE                              | 0 | 0 |
|   | C0Z01Z | IDLE SHUTDOWN CONTROL          | NO IDLE S/D SLPR MODE OVERRIDE                              | 0 | 0 |
| S | D2AADX | AMBIENT TEMP MIN TRESHOLD      | AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)             | 0 | 0 |
| S | D3AAEX | AMBIENT TEMP MAX TRESHOLD      | AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)             | 0 | 0 |
| S | B3ABAX | EL HD THROTTLE,MAX ROAD SPEED  | ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)   | 0 | 0 |
| S | B6ACEX | EL HAND THROTTLE,MAX ENG SPEED | ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM        | 0 | 0 |
| S | B4ADAX | EL HAND THROTTLE,MIN ENG SPEED | ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM         | 0 | 0 |
| S | B9AABX | EL HD THROTTLE,SPEED RAMP RATE | ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC      | 0 | 0 |
| S | B7AZ1X | EL HD THROTTLE,SGL SPEED CNTRL | WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL      | 0 | 0 |
| S | B8AZ1X | EL HAND THROTTLE,SGL SPEED SET | WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED-SETTING      | 0 | 0 |
| S | C0AZ1X | EHT, JUMP TO MIN ENG SPEED     | WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED | 0 | 0 |
| S | L6CZ1X | EHT HOLD TO NEAREST RPM        | WITHOUT ELECTRONIC HAND THROTTLE HOLD                       | 0 | 0 |
| S | M1CZ1X | EHT ACCEL BUMP-UP RPM          | WITHOUT ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP"            | 0 | 0 |
| S | M2CZ1X | EHT DECEL BUMP-DOWN RPM        | WITHOUT ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN"          | 0 | 0 |
| S | X1AZ1X | DRL OVERRIDE SW TIMED          | WITHOUT DAYTIME RUNNING LAMP OVERRIDE SW                    | 0 | 0 |
| S | X2AZ1X | DRL OVERRIDE SPEED THRESHOLD   | WITHOUT DRL OVERRIDE SPEED THRESHOLD                        | 0 | 0 |

| PAINT |        | Description                         | Front Weight (LB) | Rear Weight (LB) |
|-------|--------|-------------------------------------|-------------------|------------------|
| S     | 950AA4 | PAINT/VINYL STRIPING - CAB EXTERIOR | 0                 | 0                |
| S     | 924014 | PAINT TYPE                          | 0                 | 0                |
| S     | 944AA7 | PAINT COLOR - FIRST COLOR           | 0                 | 0                |
| S     | 945998 | PAINT COLOR - SECOND COLOR          | 0                 | 0                |
| S     | 946998 | PAINT COLOR - THIRD COLOR           | 0                 | 0                |
| S     | MPB844 | CAB COLOR                           | 0                 | 0                |
| S     | 996AA3 | PAINT - CAB PAINT SYSTEM            | 0                 | 0                |
|       | 941998 | PAINT: CAB INTERIOR                 | 0                 | 0                |
|       | 922001 | CHASSIS RUNNING GEAR PROCESS CODE   | 0                 | 0                |
| S     | 951AA6 | PAINT - CHASSIS RUNNING GEAR        | 0                 | 0                |
|       | 958028 | PAINT: BUMPER                       | 0                 | 0                |
| S     | 940998 | MIRROR COVER COLOR                  | 0                 | 0                |

|   |        |                          |                                     |   |   |
|---|--------|--------------------------|-------------------------------------|---|---|
|   | 9580T9 | PAINT:FUEL TANK          | W/O OPTIONAL FUEL TANK PAINT        |   |   |
| S | 07XZ1X | FRONT WHEEL PAINT        | WITHOUT SPECIAL PRE-FINISHED OPTION | 0 | 0 |
| S | 08XZ1X | DRIVE WHEEL PAINT        | WITHOUT SPECIAL PRE-FINISHED OPTION | 0 | 0 |
| S | 954AA1 | PAINT:DISC WHEELS-FRONT  | WITHOUT PAINT                       | 0 | 0 |
| S | 955AA1 | PAINT:DISC WHEELS-REAR   | WITHOUT PAINT                       | 0 | 0 |
| S | 956016 | PAINT:DEMOUNT.RIMS-FRONT | WITHOUT PAINT                       | 0 | 0 |
| S | 957027 | PAINT:DEMOUNT.RIMS-REAR  | WITHOUT PAINT                       | 0 | 0 |
| S | 962032 | PAINT:HUBS & DRUMS-FRONT | SAME AS CHASSIS RUNNING GEAR        | 0 | 0 |
| S | 963033 | PAINT:HUBS & DRUMS-REAR  | SAME AS CHASSIS RUNNING GEAR        | 0 | 0 |

| CALCULATED CODES - KAX |        |                                |                                                             | Front Weight (LB) | Rear Weight (LB) |
|------------------------|--------|--------------------------------|-------------------------------------------------------------|-------------------|------------------|
|                        |        | Description                    |                                                             |                   |                  |
|                        | 4CAADX | NUMBER OF OPTIONAL SWITCHES    | NUMBER OF OPTIONAL SWITCHES, 4                              | 0                 | 0                |
| S                      | 9JXA1X | PROPCALC SELECTION (CA)        | YES, THE ORDER MUST BE CALCULATED                           | 0                 | 0                |
|                        | TJXA2X | NUMBER OF PROP.SHAFTS          | TWO PIECE PROP.SHAFTS                                       | 0                 | 0                |
|                        | TFXNVX | PROP.SHAFT LENGTH, MAIN AXLE   | MAIN PROP.SHAFT LENGTH 1150                                 | 0                 | 0                |
|                        | TDXRCX | PROP.SHAFT LENGTH, FIRST AXLE  | FIRST PROP.SHAFT LENGTH 1300                                | 0                 | 0                |
|                        | TNXCSX | PROP.SHAFT FIRST BRKT VERTICAL | PROP.SHAFT FIRST BRKT, POS 15                               | 0                 | 0                |
|                        | XMXA1X | PROP SHAFT BRKT, FIRST, ANGLE  | PROP. SHAFT BRACKET FIRST POSITION ANGLE BASIC (90 DEGREES) | 0                 | 0                |

| BASE WARRANTY & PURCHASED COVERAGES |        |                                              |                                                                                                       | Front Weight (LB) | Rear Weight (LB) |
|-------------------------------------|--------|----------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------|------------------|
|                                     |        | Description                                  |                                                                                                       |                   |                  |
| S                                   | M98018 | WARRANTY REGISTRATION LOCATION               | US - WARRANTY REGISTRATION LOCATION                                                                   | 0                 | 0                |
| S                                   | 898003 | VEHICLE WARRANTY TYPE                        | HEAVY DUTY WARRANTY CLASSIFICATION                                                                    | 0                 | 0                |
| S                                   | M50030 | BASIC CHASSIS COVERAGE                       | HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)                                | 0                 | 0                |
| S                                   | M51021 | ENGINE WARRANTY                              | MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)                               | 0                 | 0                |
| S                                   | M52022 | EMISSION COMPONENT COVERAGE                  | US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)      | 0                 | 0                |
| S                                   | M53Z1X | MACK ENGINE EXHAUST AFTER TREATMENT COVERAGE | W/O MACK ENGINE EXHAUST AFTERTREATMENT TREATMENT PROTECTION PLAN                                      | 0                 | 0                |
|                                     | M540B4 | TRANSMISSION WARRANTY                        | ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data) | 0                 | 0                |
| S                                   | M55035 | CARRIER & AXLE HOUSING WARRANTY              | STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)                                    | 0                 | 0                |
| S                                   | M56026 | AIR CONDITIONING WARRANTY                    | AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE                   | 0                 | 0                |
| S                                   | M57027 | CHASSIS TOWING WARRANTY                      | STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES                                    | 0                 | 0                |

Price Level:02/12/2017

Page: 13

Date:09/19/2017

Quotation:BASS2017000059D566

Dealer Name:GENERAL TRUCK SALES OF TOLEDO,

|   |        |                                                   |                                                                           |   |   |
|---|--------|---------------------------------------------------|---------------------------------------------------------------------------|---|---|
| Q | M580Z8 | ENGINE TOWING WARRANTY                            | STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM) | 0 | 0 |
| S | M61Z1X | ALTERNATOR & STARTER WARRANTY                     | W/O ALTERNATOR and STARTER EXTENDED WARRANTY COVERAGE                     | 0 | 0 |
| S | M59Z1X | STARTER WARRANTY                                  | W/O STARTER PURCHASED COVERAGE                                            | 0 | 0 |
| S | M60Z1X | ALTERNATOR WARRANTY                               | W/O ALTERNATOR PURCHASED COVERAGE                                         | 0 | 0 |
| S | M690F9 | GUARDDOG CONNECT BUNDLE                           | 24 MNTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall)    | 0 | 0 |
| S | M72Z1X | OMNITRACS FOR MACK TRUCKS                         | WITHOUT OMNITRACS FOR MACK TRUCKS                                         | 0 | 0 |
| S | M70080 | MACK ONECALL BUNDLE                               | 24 MONTH - ASIST AND MACK ONECALL                                         | 0 | 0 |
| S | M68Z1X | PARTNERED SERVICES                                | W/O TELOGIS PACKAGE                                                       | 0 | 0 |
| S | M65Z1X | PREMIUM MAINTENANCE PLAN 1 & PLAN 2               | W/O PREMIUM MAINTENANCE PLAN                                              | 0 | 0 |
| S | M66Z1X | PREMIUM MAINTENANCE AFTERTREATMENT PLAN           | W/O AFTERTREATMENT PREMIUM MAINTENANCE PLAN                               | 0 | 0 |
| S | M67017 | PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION | W/OUT PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE          | 0 | 0 |
| S | M99000 | CUSTOM/BUNDLED PURCHASE COVERAGE OPTIONS          | W/O CUSTOM/BUNDLED PURCHASE COVERAGE OPTION                               | 0 | 0 |

| ADDITIONAL ENGINEERING (Included) | Description | Front Weight (LB) | Rear Weight (LB) |
|-----------------------------------|-------------|-------------------|------------------|
| CA 17M20560                       |             | 0                 | 0                |

Totals

|                   |       |       |
|-------------------|-------|-------|
| Total Weight (LB) | 13034 | 7591  |
| Total Weight (LB) |       | 20625 |



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062770 FOR SANITATION EQUIPMENT CORP. IS VALID.

**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-SEP-2012** to **15-SEP-2019**

**SANITATION EQUIPMENT CORP.**  
**80 FURLER STREET**  
**TOTOW**

**NJ 07512**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

MARINO TOMMETTI, PRES.

Representative's Signature:

Marino Tommetti

Name of Company: SANITATION EQUIPMENT CORPORATION

Tel. No.: 973-837-8915

Date: 6/21/2018




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

The contractor and the President of Sanitation Equipment Corp. (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: MARINO TOMMETTI Pres.  
Representative's Signature:   
Name of Company: SANITATION EQUIPMENT CORPORATION  
Tel. No.: 973-837-8915 Date: 6/21/2018

**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 : SANITATION EQUIPMENT CORPORATION  
Address : 80 FURLER STREET TOTOWA NJ 07512  
Telephone No. : 973-837-8915  
Contact Name : MARINO IOMMETTI

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: SANITATION EQUIPMENT CORPORATION  
Address: 80 FURLER STREET TOTOWA NJ 07512  
Telephone No. : 973-837-8915  
Contact Name: MARINO IOMMETTI

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

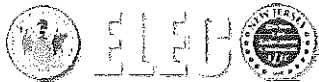
**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Chris Christie · Lt. Governor Kim Guadagno

Search  select  Submit

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## Pay-to-Play

### Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: 2017 SEC PAY TO PLAY.pdf

Confirmation number : 20173026396

Business Entity Name : SANITATION EQUIPMENT CORP

Filing Year : 2017

The information was received on : 02/23/2018

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records.

[TOP](#)

### Pay-to-Play

[Legal References](#)

[Filing Deadlines](#)

[Forms and Instructions](#)

[File the Form BE](#)

[Subscribe to P2P News](#)

[Unsubscribe from P2P News](#)

[Seminar Registration](#)

[Search Information](#)

[Quick Data Download](#)

[FAQ'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 SANITATION EQUIPMENT CORP. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 6/21/17 (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 SANITATION EQUIPMENT CORP. (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: SANITATION EQUIPMENT CORP

Signed Marino Tommetti Title: Pres.

Print Name: MARINO TOMMETTI Date: 6/21/18

Subscribed and sworn before me  
this 21 day of JUNE, 2018.  
My Commission expires:

Marino Tommetti  
(Affiant)  
MARINO TOMMETTI, Pres.  
(Print name & title of affiant) (Corporate Seal)

  
EDUARDO SAMUEL LOPEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/30/2018

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: SANITATION EQUIPMENT CORP.  
 Signature of Affiant: MARINO DOMMETTI Title: Pres.  
 Printed Name of Affiant: MARINO DOMMETTI Date: 6/21/18

Subscribed and sworn before me this 21 day of JUNE, 2018.

My Commission expires:

**EDUARDO SAMUEL LOPEZ**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires 7/30/2018

Eduardo Samuel Lopez  
 (Witnessed or attested by)

(Seal)



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

City Clerk File No. Res. 18-641

Agenda No. 10.z.39

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING GRANT AWARDS TO VARIOUS COMMUNITY PARTNERS FOR THE DELIVERY OF PROGRAMS TO MEET URGENT HEALTH PRIORITIES FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES THROUGH THE ROBERT WOOD JOHNSON FOUNDATION CULTURE OF HEALTH GRANT.**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

**WHEREAS**, the City of Jersey ("City") applied to New Jersey Health Initiatives for a Culture of Health Grant from the Robert Wood Johnson Foundation ( RWJ Foundation); and

**WHEREAS**, the RWJ Foundation awarded a four-year grant to the City in 2015 in the amount of \$200,000; and

**WHEREAS**, the Department of Health and Human Services conducted research to identify the City's Health Priorities and launched the HealthierJC Online Partner Portal to educate the community and engage community partners to address our health concerns; and

**WHEREAS**, a condition of the RWJ Foundation grant is that the City provide mini-grants to community partners who submit grant applications to the City to provide programs aligned with the Partnership for a Healthier JC's evidenced Urgent Health Priorities; and

**WHEREAS**, \$25,000 of the RWJ Foundation grant is earmarked for mini-grants made by the City to community partners; and

**WHEREAS**, the following community partners joined the HealthierJC Partner Portal and met all the guidelines to apply and qualify for mini-grants to conduct programs to address the City's urgent health priorities; and

**WHEREAS**, these community partners will receive mini-grants in the amounts indicated to conduct said Program; and

**WHEREAS**, funds in the amount of \$25,000.00 are available in Account No. 02-213-40-554-314.

**WHEREAS**, funds in the amount of \$390.00 are available in Account No. 01-201-27-330-314.



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

City Clerk File No. Res. 18-641

Page 2

Agenda No. 10.z.39

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING GRANT AWARDS TO VARIOUS COMMUNITY PARTNERS FOR THE DELIVERY OF PROGRAMS TO MEET URGENT HEALTH PRIORITIES FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES THROUGH THE ROBERT WOOD JOHNSON FOUNDATION CULTURE OF HEALTH GRANT.**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of Jersey City that grants awards are hereby authorized to the following:

| Mini-Grant Awards from the Robert Wood Johnson Foundation Culture of Health Grant |         |                       |
|-----------------------------------------------------------------------------------|---------|-----------------------|
| Sub-Grantee                                                                       | Amount  | Purchase Order Number |
| Church World Services                                                             | \$2,500 | 129697                |
| Haven                                                                             | \$840   | 129689                |
| Sgt. Anthony park Neighborhood Association                                        | \$2500  | 129688                |
| Farms In The Heights                                                              | \$2,500 | 129693                |
| Alzheimer's New Jersey                                                            | \$2,500 | 129694                |
| Women Rising                                                                      | \$2,050 | 129696                |
| Riverview Neighborhood Assn.                                                      | \$2,500 | 129695                |
| Samuel R. Shelton VFW Post 2294                                                   | \$2,500 | 129690                |
| Character Enrichment Society                                                      | \$2,500 | 129692                |
| Safe Streets                                                                      | \$2,500 | 129691                |
| Jackson Hill Main Street Management Corporation                                   | \$2,500 | 129695                |

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that there are sufficient funds available for the payment of the above resolution in Account No. 02-213-40-554-314 and Account No 01-201-27-330-314.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator

Certification Required   
 Not Required

7-0-1

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

RESOLUTION AUTHORIZING GRANT AWARDS TO VARIOUS COMMUNITY PARTNERS FOR THE DELIVERY OF PROGRAMS TO MEET URGENT HEALTH PRIORITIES FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES THROUGH THE ROBERT WOOD JOHNSON FOUNDATION

**Initiator**

|                     |                         |                    |
|---------------------|-------------------------|--------------------|
| Department/Division | Health & Human Services | Director's Office  |
| Name/Title          | Stacey L. Flanagan      | Director           |
| Phone/email         | Tel.: (201) 547-6800    | sflanagan@jcnj.org |

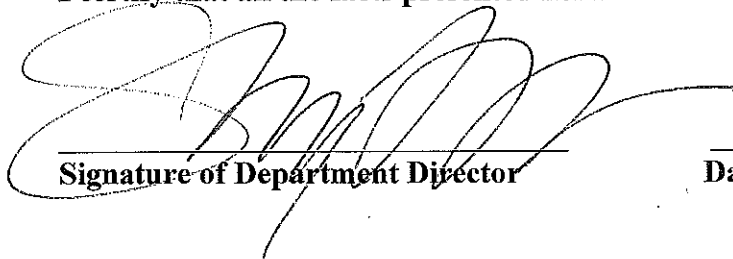
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

| Sub-Grantee                                                                       | Amount         | Purchase Order Number |
|-----------------------------------------------------------------------------------|----------------|-----------------------|
| Mini-Grant Awards from the Robert Wood Johnson Foundation Culture of Health Grant |                |                       |
| Church World Services                                                             | \$2,500        |                       |
| Haven                                                                             | \$840          |                       |
| Sgt Anthony Park Neighborhood Association                                         | \$2,500        |                       |
| Farms In The Heights                                                              | \$2,500        |                       |
| Alzheimer's New Jersey                                                            | \$2,500        |                       |
| Women Rising                                                                      | \$2,050        |                       |
| Riverview Neighborhood Assn.                                                      | \$2,500        |                       |
| Samuel R. Shelton VFW Post 2294                                                   | \$2,500        |                       |
| Character Enrichment Society                                                      | \$2,500        |                       |
| Safe Streets                                                                      | \$2,500        |                       |
| Jackson Hill Main Street Management Corporation                                   | <u>\$2,500</u> |                       |
|                                                                                   | \$25,390       |                       |

With \$25,000 coming from RWJF Account and \$390 from Director's Office Account.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/25/18  
Date

## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Thursday, May 17, 2018 12:24 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org;  
Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com;  
Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5afdaca5bdd84.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                              |
|-------------------------------------------------------------|--------------------------------------------------------------|
| Full Name                                                   | Courtney Madsen                                              |
| Date                                                        | 05/17/2018                                                   |
| Tax ID                                                      | 13-4080201                                                   |
| Organization Name                                           | Church World Service (CWS)                                   |
| Address                                                     | 26 Journal Square<br>Suite 600<br>Jersey City<br>NJ<br>07306 |
| Project's Timetable                                         |                                                              |
| Project's Total Cost                                        | 2500                                                         |
| Amount of Grant funding requested                           | 2500                                                         |
| Select a health priority you are looking to apply for today | Maternal and Child Health                                    |

Briefly describe the program/initiative for which you are requesting funding

Church World Service (CWS) in Jersey City provides resettlement services to refugees and asylees, which includes case management and employment services. Through this grant opportunity, CWS Jersey City will provide additional support to pregnant refugee mothers and to families with infants. CWS Jersey City will provide home visits with interpretation to do a safety inspection, provide additional home safety materials as needed through CWS's donation closet, check on vaccinations and other well-child appointments to ensure that the appointment have been attended and instructions have been followed. The purpose of these visits will ensure that refugee families are given the information and ability to address barriers to care to get their children off to the safest and healthiest start. If additional needs are identified during the visits the families will be referred to CWS Jersey City's case management program or to other community resources. CWS Jersey City has identified seven families to start off this project and may identify additional families as the project progresses. The outcomes for this project will be increased interaction between refugee families and Jersey City health services and increased awareness of best practices in maternal and infant health. To evaluate progress towards these outcomes, CWS Jersey City will track the number of home visits conducted, number of referrals made because of the visits, and the number of visits that included a demonstration of a home or community safety practice.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

CWS Jersey City's mission specifically focuses on refugees and asylees, which is a vulnerable population that often struggles accessing services independently. Because refugee mothers often speak less English than their male partners, they experience even more difficulty accessing care and navigating systems. Refugee mothers speak less common languages such as Tigrinya or Dari, so it is not common to find a provider who is able to accommodate their language needs readily. The goal of all CWS

Jersey City's programs is self-sufficiency, so this mini-grant program would aim to empower refugee families to access health and other supportive services independently by assisting them with the first interactions or with appointments that they are struggling with and finding ways for them to manage their care on their own. This project will allow increased interaction with CWS Jersey City staff and Jersey City health program staff, which will aid in addressing barriers to accessing care for refugees. This project aligns with Healthier.JC's health education goals and clinical case access goals in addition to the goals of increased awareness of best practices in maternal and child health.

How will you fund the balance of the project cost

CWS Jersey City is seeking other funding to provide intensive case management for the federal fiscal year that starts on October 1, 2018. The activities outlined in this project could be included in this new case management programming at that time. During the program period any additional program costs would be covered through in-kind donations or through privately donated funds.

Thank you

**Healthier.JC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Sunday, May 20, 2018 6:37 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org;  
Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com;  
Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b01f87f5b137.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                           |
|-------------------------------------------------------------|-----------------------------------------------------------|
| Full Name                                                   | Amy Albert                                                |
| Date                                                        | 05/20/2018                                                |
| Tax ID                                                      | 81-3659674                                                |
| Organization Name                                           | Haven Adolescent Community Respite Center                 |
| Address                                                     | 53 Duncan Avenue<br>Apt. 21<br>Jersey City<br>NJ<br>07304 |
| Project's Timetable                                         | 06/16/2018 - 07/14/2018                                   |
| Project's Total Cost                                        | 840                                                       |
| Amount of Grant funding requested                           | 500                                                       |
| Select a health priority you are looking to apply for today | Community Safety and Open Spaces                          |

Briefly describe the program/initiative for which you are requesting funding

Haven seeks funds to engage youth, 12-24, from Booker T Washington and Marion Housing Projects as well as from the Greenville Neighborhood in our Cook. Eat. Talk program. The Cook. Eat. Talk. program is a weekly opportunity for approximately 20 youth to cook a meal together, eat and engage in supportive conversation with an experienced social worker. Youth, many of whom are disengaged from school, work, other community organizations, and their own families, are brought to Haven's safe space- a house on Roosevelt Avenue- by other involved youth and community leaders. They then have access to a range of services including our lifeskills program, and our psycho-educational services for youth and their families.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

Cook. Eat. Talk. serves a group of youth who are often disengaged from other services, chronically truant and unemployed. Because they have no where else to be, these youth are often found hanging out in neighborhoods where due to lack of resources - they are at risk for violent and delinquent behavior as well as for homelessness and food insecurity. Engaging these youth increases public safety for both the youth and their communities. It provides access to nutrition and to mental health services for a group of youth who are chronically underserved. We have a grant from I Heart Greenville NRTC, from Hudson County Health and Human Services, from the Jersey City Youth Foundation and from Provident Bank.

How will you fund the balance of the project cost

Thank you

**HealthierJC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



This form is used to request the financial support needed to implement a program/initiative in conjunction with the Partnership for a HealthierJC. All requests will be brought up for discussion at the bi-annual coalition meetings, with final approval based on a vote by Steering Committee members. Thank you for submitting this request.

Date: 05/24/2018

Tax ID: 82-2527863

Full Name:

Bart Warshaw

Select a health priority you are looking to apply for today:

Community Safety and Open Spaces

Organization Name:

Sgt Anthony Park Neighborhood Association

Briefly describe the program/initiative for which you are requesting funding:

As part of an ongoing effort to increase awareness of the facilities available in Sgt Anthony Park and community garden, the Neighborhood Association will present a series of vegetable growing, nutrition & exercise classes for all ages.

Address:

97 Palisade Ave

This will involve outside teachers, trainers and equipment to be brought into the park. The program will be focused on families and will be scheduled with this in mind.

Jersey City

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

New Jersey

07306

Through a program that encourages understanding of healthy lifestyle, the Sgt Anthony Park Association hopes to foster a sense of shared community so that people are more invested in the wellbeing of the neighborhood. Through these park and community garden activities, we hope people are encouraged to use Sgt Anthony Park more with the knowledge that it is a safe environment to enjoy and play in.

Project's Timetable

By reducing the neighborhoods ecological footprint, we instill a sense of shared space, and we hope to encourage the idea that residents are able to look out for one another.



Project's Timetable

07/14/2018 - 09/15/2018

Project's Total Cost:

2500

Amount of Grant funding requested:

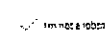
2500

inside and outside the park.

How will you fund the balance of the project cost

The Sgt Anthony Park neighborhood covers a large area in Jersey City Heights, and runs on a volunteer basis with no additional backing. We have a small membership with minimal fees to encourage participation, so will not have funding for this program outside the grant.

[↑ Attachments](#)



**SUBMIT**



ONE OR MORE FIELDS HAVE AN ERROR. PLEASE CHECK AND TRY AGAIN.



## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Wednesday, May 23, 2018 11:28 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org; Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskoiar@aol.com; Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b06312a0e47b.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                      |
|-------------------------------------------------------------|--------------------------------------|
| Full Name                                                   | Beverly Brown                        |
| Date                                                        | 05/23/2018                           |
| Tax ID                                                      | 45-2280081                           |
| Organization Name                                           | Farms in the Heights<br>PO Box 17039 |
| Address                                                     | Jersey City<br>NJ<br>07307           |
| Project's Timetable                                         | 05/06/18-11/18/18                    |
| Project's Total Cost                                        | 9010                                 |
| Amount of Grant funding requested                           | 2500                                 |
| Select a health priority you are looking to apply for today | Maternal and Child Health            |

Briefly describe the program/initiative for which you are requesting funding

The Riverview Farmers Market currently has the only active SNAP doublebucks farmers market program in the City of Jersey City. This program doubles the buying power of SNAP customers, giving them more buying power to purchase locally grown fruits and vegetables. Over the past three years, we have had nearly \$10,000 in SNAP/Doublebucks transactions at our market, most of which were completed by mothers that shop regularly at our market. We believe that with additional funding support, we can leverage this pre-existing relationship into an opportunity to improve the health and well-being of these mothers and their children but also to support the general health of all SNAP customers through a "Buy Local, Cook Local, Eat Local" initiative. Our vision is to create a program to encourage our SNAP users, mothers and their children especially, to explore the bounty of fruits and vegetables at the market by providing supplemental educational materials that demonstrate how to prepare the bounty of food available at a farmers market. We would employ a market management assistant to not only operate the SNAP program but to provide counseling to SNAP users on cooking with various vegetables at the market with specially designed farmers market cookbooks. We would provide these books in Spanish and English to ensure we serve our predominantly Latino SNAP customer base with these food education materials. We plan to measure effectiveness by analyzing whether SNAP customers cook more regularly and eat more produce as a result of this initiative.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

This initiative specifically aligns with the "Maternal and Child Health" Health Action specifically outlined by HealthierJC. In particular, this initiative will move forward Action Step 2, which provides that "[l]ow-income families receiving SNAP aid will have increased access to healthy nutritional options at locations throughout the city." This initiative will empower our already active farmers market SNAP users to take an even more proactive approach in controlling their

health. We will enable them to get healthier and to make their children healthier, hopefully avoiding the start of poor eating habits and eventual childhood weightobesity.

How will you fund the balance of the project cost

The balance of the project will be funded by the private sponsorships and grants. In particular, most of the Doublebucks program is funded by a private donation by Robert Wood Johnson/Barnabas Health with additional funding coming from the City Green Good Food Network. The total amount of funding provided by these entities totals \$6510. Please note that Farms in the Heights is already a registered vendor with the City of Jersey City, thus the New Vendor Form is not attached.

Thank you

**Healthier.JC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



**Jessenia Pinkney**

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Tuesday, June 5, 2018 9:53 AM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org;  
Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com;  
Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b1695b50839c.zip



**PARTNERSHIP FOR A  
#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                          |
|-------------------------------------------------------------|----------------------------------------------------------|
| Full Name                                                   | Nancy Wellbrock                                          |
| Date                                                        | 06/05/2018                                               |
| Tax ID                                                      | 22-2603592                                               |
| Organization Name                                           | Alzheimer's New Jersey<br>425 Eagle Rock Ave., Suite 203 |
| Address                                                     | Roseland<br>NJ<br>07068                                  |
| Project's Timetable                                         |                                                          |
| Project's Total Cost                                        | 300000                                                   |
| Amount of Grant funding requested                           | 2500                                                     |
| Select a health priority you are looking to apply for today | Health Education and Management of Chronic Illness       |

Briefly describe the program/initiative for which you are requesting funding

Health Education and Management of Chronic Illness: we are requesting funds for our Respite Care and Wellness Program - a program that provides family caregivers of people diagnosed with Alzheimer's or other dementia, with information and education about the importance of regular time off from caregiving and links them to community based respite care services. Financial scholarships of \$1,000 are provided to help offset the expense associated with respite care services. Current statistics show that there are over 450,000 NJ residents who have taken on the role of caregiver of someone diagnosed with Alzheimer's or other dementia. According to a 2017 poll of NJ residents conducted by Fairleigh Dickinson University's Public Mind for Alzheimer's NJ, 29% of respondents said they were currently or had been a caregiver for someone with Alzheimer's disease, with over 50% spending more than 20 hours a week on caregiving responsibilities. As a result, 85% said their emotional health had been impacted and 60% said their physical health had been affected. Alzheimer's is a chronic neurodegenerative disease that is the cause of over 60% of cases of dementia. It's a disease that impacts the entire family. Caregivers are at high risk of suffering from depression, anxiety, feelings of loss or being alone so it's important that caregivers take time to care for themselves to alleviate the potential mental health and emotional issues that could arise in their caregiving role. That's is the focus of our Respite Care and Wellness program. Helping families find ways to live safe, healthy and happy lives with access to services are common goals of both organizations. For the family impacted by Alzheimer's and other dementia's, this means helping them cope with the devastating impact of this chronic disease with dignity, care and a sense of hope – therefore improving their quality of life. Alzheimer's New Jersey does this by listening to needs and providing programs and partnerships that increase awareness and access to services for NJ families.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

How will you fund the balance of the project cost

Requested funds will be used to support 2 respite care scholarships of \$1,000 each for Jersey City residents. The additional \$500 will be used for an additional half scholarship for a Jersey City resident- the balance of \$500 to be raised through general fundraising efforts. Our Respite Care and Wellness Program is an ongoing program which fundraising supports throughout the year. Funds are raised as part of a diversified development program including foundation and corporate grants, major and planned gifts, annual campaigns and special event like our Walk to Fight Alzheimer's - a series of 5 local walks scheduled for September and October, that brings together business, community leaders, healthcare professionals, schools, civic groups and families. One of our walks is done in Liberty State Park, Jersey City and is scheduled this year for Saturday, October 13, 2018

Thank you

**HealthierJC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



## Jessenia Pinkney

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Wednesday, June 6, 2018 12:28 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org;  
Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com;  
Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b180b98e29e6.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                                                     |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Full Name                                                   | Roseann Mazzeo, S.C.                                                                |
| Date                                                        | 06/06/2018                                                                          |
| Tax ID                                                      | 22-1501370                                                                          |
| Organization Name                                           | WomenRising, Inc.<br>270 Fairmount Avenue                                           |
| Address                                                     | Jersey City<br>NJ<br>07306                                                          |
| Project's Timetable                                         |                                                                                     |
| Project's Total Cost                                        | 2050                                                                                |
| Amount of Grant funding requested                           | 500                                                                                 |
| Select a health priority you are looking to apply for today | Health Education and Management of Chronic Illness                                  |
| Briefly describe the program/initiative for                 | "MELT Method Classes for WomenRising Clients" The MELT Method is a simple self-care |



which you are requesting funding

technique that eliminates chronic pain, re-hydrates the connective tissue and calms the nervous system. ZenJoy Zest will provide classes at WomenRising's facility to teach clients to use this method to alleviate the stress in their lives caused by domestic violence, homelessness, family dysfunction and/or economic insufficiency. During this pilot program, ZenJoy Zest will schedule five sessions with a goal of teaching 25-50 clients overall.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

This initiative promotes the mission and vision of the Partnership very directly through the focus on enhancing the overall well-being of women, and by extension, their families. The funding will allow WomenRising clients to learn the MELT Method and will enable them to become proactive in taking care of their physical and mental health. This promotes access to services and learnings which otherwise would not be available to this low-income and vulnerable population.

How will you fund the balance of the project cost

The balance of the costs will be funded in-kind. Contributed/discounted services of Instructor and supplies; printing and space costs covered by WomenRising, Inc.

Thank you

Healthier.JC  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302,  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Friday, June 8, 2018 4:21 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org;  
Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com;  
Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b1ae546e07c8.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                                              |
|-------------------------------------------------------------|------------------------------------------------------------------------------|
| Full Name                                                   | Lauren Freestone                                                             |
| Date                                                        | 06/08/2018                                                                   |
| Tax ID                                                      | 22-3531910                                                                   |
| Organization Name                                           | Riverview Neighborhood Association<br>154 Ogden Ave, Ste 3E<br>P.O. Box 7176 |
| Address                                                     | Jersey City<br>NJ<br>07307                                                   |
| Project's Timetable                                         | ongoing                                                                      |
| Project's Total Cost                                        | 3000                                                                         |
| Amount of Grant funding requested                           | 1000                                                                         |
| Select a health priority you are looking to apply for today | Community Safety and Open Spaces                                             |

Briefly describe the program/initiative for which you are requesting funding

We would like to use the Ogden's End Community Garden to be more of a healthy outreach to the community. The organic vegetables are already free and the area is open to the public, but we would like to find ways to make them better and possibly partner with schools, nursing homes, and some home-health facilities to better serve the community for horticulture education. This doesn't have to be limited to the garden, but Riverview Park by extension.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a Healthier JC

We'd like to bring Healthier JC to the Heights community both in outreach and extension. It's always been our mission to help our community with quality of life issues, which would include the garden, park, community events (music in the park series), transportation, litter, etc.

How will you fund the balance of the project cost

Donations by our members, fundraisers, grants. Unfortunately, because we are a neighborhood association, we do the best we can to provide these resources, given with our minimal finances.

Thank you

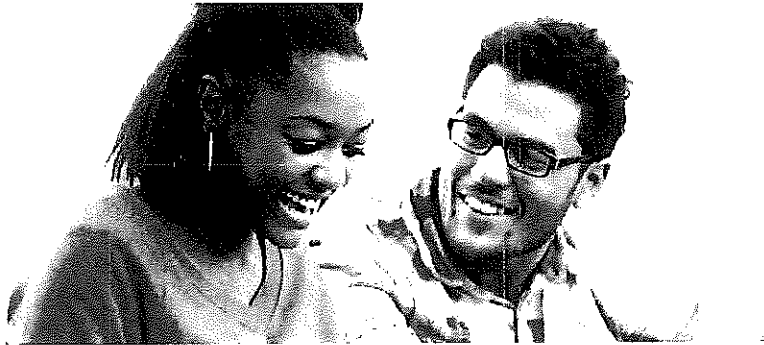
Healthier JC  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900





PARTNERSHIP FOR A  
#HealthierJC

SELECT LANGUAGE



OVERVIEW

ELIGIBILITY

FAQS

---

This form is used to request the financial support needed to implement a program/initiative in conjunction with the Partnership for a HealthierJC. All requests will be brought up for discussion at the bi-annual coalition meetings, with final approval based on a vote by Steering Committee members. Thank you for submitting this request.

Date: 06/08/2018

Tax ID: 22-6077852

**Full Name:**

Derek L. Farthing

**Organization Name:**

Samuel R. Shelton VFW Post 2294

**Address:**

98 Oak St

Jersey City

New Jersey

07304

**Project's Timetable (if applicable):**

Start - End date Select Range

**Project's Total Cost:**

Enter amount in \$ 2,400.00

**Amount of Grant funding requested:**

Enter amount in \$ 2,500.00

**Select a health priority you are looking to apply for today:**

Health Education and Management of Chronic Illness

**Briefly describe the program/initiative for which you are requesting funding:**

The Samuel R. Shelton VFW Post 2294 has an ongoing program of providing information to Veterans about their physical and mental health. This may include providing handouts, providing a guest speaker or bringing comrades to centers for

medical treatment and examinations.

**In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC**

The grant would provide valuable transportation funds to bring Veterans to medical authorities for treatment of physical and mental conditions. The venues may be local or across state. In providing travel to out of city sites, this process will alleviate attendance pressures at city-born medical facilities.

**How will you fund the balance of the project cost (if applicable):**

Other source funding for this VFW Post include non-veteran monetary and hall rental donations.

**Attachments**

I'm not a robot

reCAPTCHA  
Privacy Terms

**SUBMIT**

## Maryanne Kelleher

---

**From:** Derek L. Farthing <dlfarthing@aol.com>  
**Sent:** Tuesday, June 19, 2018 2:46 PM  
**To:** Maryanne Kelleher  
**Cc:** Stacey Flanagan; Jessenia Pinkney  
**Subject:** Re: Grant Application  
**Attachments:** VFW Post 2294\_Grants Apply HEALTHIER JERSEY CITY.pdf

Hello Maryanne,

Thank you for reaching out to me regarding a discrepancy on the application form. In review, The amounts differ due to a clerical error. I have attached a document reflecting the correction to read as follows: **Project's Total Cost: \$2,500.00.**

**I sincerely thank you for the opportunity to correct the issue.**

**D. L. Farthing**

Derek L. Farthing  
Quartermaster, Samuel R. Shelton VFW Post 2294  
98 Oak St.  
Jersey City NJ 07304-2248  
PH: (201) 362-3429  
FX: (201) 333-5111  
Email: [dlfarthing@aol.com](mailto:dlfarthing@aol.com)

On Jun 19, 2018, at 1:31 PM, Maryanne Kelleher <[mkelleher@jcnj.org](mailto:mkelleher@jcnj.org)> wrote:

We are in receipt of your application for a grant from the Partnership for a Healthier JC. The core review team has reviewed your application made on behalf of Samuel R. Shelton VFW Post 2294 and would like some clarity on what appears to be a discrepancy in numbers.

On the application, you indicated that your program costs are \$2,400, but you requested \$2,500 in grant funding. Can you clarify this please?

**Please reply via email by 5pm today.**

Thank you,  
Maryanne

<image001.png>



## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Monday, June 11, 2018 12:45 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org; Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com; Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b1ea726e645a.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                               |
|-------------------------------------------------------------|-----------------------------------------------|
| Full Name                                                   | Hassan Abdullah                               |
| Date                                                        | 06/11/2018                                    |
| Tax ID                                                      | 27-0687769                                    |
| Organization Name                                           | Character Enrichment Society<br>19 Merritt St |
| Address                                                     | Jersey City<br>NJ<br>07305                    |
| Project's Timetable                                         | 07/01/2018 - 06/30/2019                       |
| Project's Total Cost                                        | 6000                                          |
| Amount of Grant funding requested                           | 2500                                          |
| Select a health priority you are looking to apply for today | Education                                     |

Briefly describe the program/initiative for which you are requesting funding

Building a positive self-esteem with a positive outlook to promote mental and emotional health. Participants will demonstrate communication skills in building and maintaining healthy relationships. Students will learn the importance of regular physical activity for enhancing and upholding personal health throughout their life span.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a Healthier JC

Working as a team with Healthier JC' The Character Enrichment Society (CES) Program will be aligned with the goals and objectives of a better and healthy Jersey City'

How will you fund the balance of the project cost

1. Soliciting for funds from other entities" 2. Fund Raising 3. Donations

Thank you

**HealthierJC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900



## Maryanne Kelleher

---

**From:** HEALTHIER JERSEY CITY <admin@healthierjc.com>  
**Sent:** Monday, June 11, 2018 2:45 PM  
**To:** Maryanne Kelleher; Healthier JC; Kwaku.Gyekye@rwjbh.org; Sharnia.Williams@RWJBH.org; mory.thomas@gmail.com; c21plazaskolar@aol.com; Smadia@njcu.edu; yogawa@njcu.edu; dreid@jcha.us  
**Subject:** Healthier JC Grants : Apply Form  
**Attachments:** 5b1ec337e271b.zip



PARTNERSHIP FOR A  
**#HealthierJC**

---

Hi,

Below are the details the user submitted:

|                                                             |                                                     |
|-------------------------------------------------------------|-----------------------------------------------------|
| Full Name                                                   | Kara Hrabosky                                       |
| Date                                                        | 06/11/2018                                          |
| Tax ID                                                      | 30-0993334                                          |
| Organization Name                                           | Safe Streets JC                                     |
| Address                                                     | 344 Grove St.<br>#256<br>Jersey City<br>NJ<br>07302 |
| Project's Timetable                                         | 06/11/2018 - 06/11/2019                             |
| Project's Total Cost                                        | 3000                                                |
| Amount of Grant funding requested                           | 2500                                                |
| Select a health priority you are looking to apply for today | Community Safety and Open Spaces                    |

Briefly describe the program/initiative for which you are requesting funding

We want to build out Safe Streets JC's resident outreach capabilities, strengthen our physical presence at community events, and continue to educate ourselves on international practices and innovations in the field of traffic safety within communities. We would use these funds to build out our booth for community events with items such as branded tent, banner, signage and printed literature. We would also use this funding for operational costs of our online community outreach efforts, such as funding our website, graphics services, email service provider, and online advertising which drives resident engagement with our organization and events. Lastly, we would use any additional funds to continue education for our leadership team at national events such as the Vision Zero Cities Conference in November (tickets are about \$350/person though price is not yet published), the large annual conference showcasing innovation, learnings and networking with professionals and advocates in the field who would benefit our growth and capacity here in Jersey City.

In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC

Safe Streets JC is already a partner with the City via the Vision Zero Task force, where we are serving as a community outreach arm with our partners at Bike JC to engage residents citywide in the Vision Zero planning process. Since our inception, we have consistently demonstrated the capacity to build coalitions and use best practices. We are part of the Vision Zero Network, the national organization committed to sharing best practices in this field, we attend conferences several times a year to expand our knowledge and we host events and have outreach presence at events all over the city. We are already actively working on Partnership for HealthierJC's Action Item to make Jersey City "the most pedestrian and bike-friendly major city in New Jersey." through our education workshops on "Complete Streets 101" and through advocating for location specific, data driven pedestrian and bike enhancements. Attending the Vision Zero Cities Conference in

November will afford us not only educational, but also networking opportunities with professionals and advocates from other Vision Zero Cities, from whom we hope to learn new strategies for further engaging the public and building equity around the Vision Zero process that we can bring back to our work in Jersey City. Expanding our capabilities as outlined above will enable us to be an even more effective partner with the City in this Focus Area, and to reach more residents to engage them in improving bike and pedestrian safety citywide.

How will you fund the balance of the project cost

We will continue to pursue individual donations from residents to fund the balance of the project.

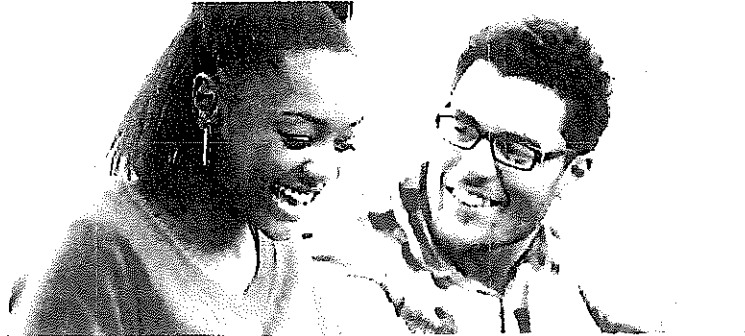
Thank you

**HealthierJC**  
City of Jersey City, 280 Grove Street, Jersey City, NJ 07302  
Tel: (201) 547-5000  
Resident Response Center: (201) 547-4900





#HealthierJC



OVERVIEW

ELIGIBILITY

FAQS

This form is used to request the financial support needed to implement a program/initiative in conjunction with the Partnership for a HealthierJC. All requests will be brought up for discussion at the bi-annual coalition meetings, with final approval based on a vote by Steering Committee members. Thank you for submitting this request.

Date: 06/11/2018

Tax ID: Enter Number here 45-4113139

Full Name: Michele Massey

Enter your Full Name

Organization Name:

Enter the name of your organization Jackson Hill Main Street Management Corporation

**Address:**

Enter Street Address 99 Monticello Avenue

2nd Line of Address

City Jersey City

State New Jersey

Zip 07304

**Project's Timetable (if applicable):**

Start - End date Select Range July thru end of August

**Project's Total Cost:**

Enter amount in \$ \$4980

**Amount of Grant funding requested:**

Enter amount in \$ \$2500

**Select a health priority you are looking to apply for today:**

Select the health action from the dropdown Health Education / Management of Chronic Illness

**Briefly describe the program/initiative for which you are requesting funding:**

Enter the name of the focus area and describe your vision.

Summer Movement Series  
Program seeks to reduce health disparities by providing the community access to low impact exercise in an open space that will increase the physical activity of our residents. The benefits of Yoga and Tai Chi are well documented and include immune system enhancement, flexibility, increased strength and an overall feeling of wellness.

**In what ways does this program/initiative further the mission, vision, and impact model of the Partnership for a HealthierJC**

Describe how your vision is aligned with our Initiative.

In order to improve the health of the residents of Jersey City, and all areas of Jersey City, this program lends to decreasing chronic illness/pain and increasing health education with regard to understanding how proper movement and exercise can improve overall body function and mental health.

**How will you fund the balance of the project cost (if applicable):**

Enter other possible sources of funding

Jackson Hill is working on additional sponsors to aid in bringing this type of activity to this community, which is sorely lacking in the area we propose.

**Attachments** Jackson Hill Main Street Management Corporation is a vendor with the City of Jersey City.

I'm not a robot

reCAPTCHA  
Press a key

**SUBMIT**

**IN PARTNERSHIP WITH**





**Grant Rubric**

|                                            | Clear Proposal Content | Application Completed Correctly | Vendor Information Sheet & W9 | Program benefits JC Residents | Accessible Program for Residents | Meets an Evidenced Health Priority | Provide Full Funding if Available | Total |
|--------------------------------------------|------------------------|---------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|-----------------------------------|-------|
| Alzheimer's New Jersey                     | 3                      | 3                               | 3                             | 3                             | 2                                | 3                                  | N/A                               | 16    |
| Character Enrichment Society               | 1                      | 1                               | 1                             | 1                             | 1                                | 1                                  | No                                | 6     |
| Church World Services                      | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | No                                | 17    |
| Farms in the Heights                       | 3                      | 2                               | 3                             | 3                             | 3                                | 3                                  | No                                | 17    |
| Haven                                      | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |
| Jackson Hill Main Street Management Corp   | 3                      | 2                               | 3                             | 3                             | 3                                | 2                                  | Yes                               | 16    |
| <b>Riverview Neighborhood Association</b>  | 1                      | 2                               | 1                             | 1                             | 1                                | 1                                  | Yes - grant to be used for SJC    | 8     |
| Safe Streets                               | 2                      | 3                               | 3                             | 3                             | 3                                | 3                                  | No                                | 17    |
| Samuel R. Shelton VFW Post 2294            | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | No                                | 17    |
| Sgt. Anthony Park Neighborhood Association | 3                      | 2                               | 3                             | 3                             | 3                                | 3                                  | No                                | 16    |
| Women Rising                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes - grant to be used for SJC    | 18    |

Rubic Graded by (Name): Maryanne Kelleher  
 Core Partner Agency : HHS  
 Date Submitted: 19-Jun-18

**Rubic Instructions:** Each Category Should Be Scored from 1 to 3 (1 being lowest score, 3 being highest score). Every Grant Application Must Be Scored. Highest attainable score =18 In the last column, please answer YES or NO. There is \$3,000 available over and above the requested grant amount which could be used to fully fund the program indicated.

**Comments (Optional):** All grant applicants met stated criteria by joining the Partnership for a Healthier JC, Applying for Grants through the Online Partner Portal and submitting proposals to meet JC's Health Priorities. 2 Applicants failed to provide specificity regarding how this grant funding would be applied. Riverview Neighborhood Association and Character Enrichment Society appear to be applying for grants to supplement their already existing programs. Therefore, additional programming information may be required to insure that the funding is earmarked for a specific activity to address JC's Health Priorities.

| Grant Rubric                                                                                                                                                                                                                                                                                                                                                                                                                     | Clear Proposal Content | Application Completed Correctly | Vendor Information Sheet & W9 | Program benefits JC Residents | Accessible Program for Residents | Meets an Evidenced Health Priority | Provide Full Funding if Available | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|-----------------------------------|-------|
| Alzheimer's New Jersey                                                                                                                                                                                                                                                                                                                                                                                                           | 3                      | 2                               | 2                             | 3                             | 3                                | 3                                  | YES                               | 16    |
| Character Enrichment Society                                                                                                                                                                                                                                                                                                                                                                                                     | 1                      | 1                               | 1                             | 1                             | 1                                | 1                                  | NO                                | 6     |
| Church World Services                                                                                                                                                                                                                                                                                                                                                                                                            | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 15    |
| Farms in the Heights                                                                                                                                                                                                                                                                                                                                                                                                             | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 18    |
| Haven                                                                                                                                                                                                                                                                                                                                                                                                                            | 3                      | 1                               | 1                             | 3                             | 3                                | 3                                  | NO                                | 14    |
| Jackson Hill Main Street Management Corp                                                                                                                                                                                                                                                                                                                                                                                         | 2                      | 2                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 16    |
| Riverview Neighborhood Association                                                                                                                                                                                                                                                                                                                                                                                               | 1                      | 3                               | 3                             | 3                             | 3                                | 2                                  | Condition of Interest             | 14    |
| Safe Streets                                                                                                                                                                                                                                                                                                                                                                                                                     | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 18    |
| Samuel R. Shelton VFW Post 2294                                                                                                                                                                                                                                                                                                                                                                                                  | 2                      | 2                               | 1                             | 3                             | 3                                | 3                                  | NO                                | 14    |
| Sgt. Anthony Park Neighborhood Association                                                                                                                                                                                                                                                                                                                                                                                       | 2                      | 2                               | 3                             | 3                             | 3                                | 3                                  | Condition of Interest             | 15    |
| Women Rising                                                                                                                                                                                                                                                                                                                                                                                                                     | 3                      | 2                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 17    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |                                 |                               |                               |                                  |                                    |                                   | 163   |
| <b>Rubic Graded by (Name): JCPC</b>                                                                                                                                                                                                                                                                                                                                                                                              |                        |                                 |                               |                               |                                  |                                    |                                   |       |
| <b>Core Partner Agency :JCPC</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                        |                                 |                               |                               |                                  |                                    |                                   |       |
| <b>Date Submitted: 19-Jun-18</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                        |                                 |                               |                               |                                  |                                    |                                   |       |
| <p><b>Rubic Instructions: Each Category Should Be Scored from 1 to 3 (1 being lowest score, 3 being highest score). Every Grant Application Must Be Scored. Highest attainable score =18 In the last column, please answer YES or NO. There is \$3,000 available over and above the requested grant amount which could be used to fully fund the program indicated.</b></p>                                                      |                        |                                 |                               |                               |                                  |                                    |                                   |       |
| <p><b>Comments (Optional):The only one I wouldn't fund is the Character Enrichment Society because their submission was lacking lots of required information. The other question I have is doesn't Kevin Lyons with Sgt. Anthony Park work for DPW? They checked off "no" but I thought he was still there. I know he used to, but maybe that's changed. If a city employee they'd have to be eliminated, I would think.</b></p> |                        |                                 |                               |                               |                                  |                                    |                                   |       |

| Grant Rubric                               | Clear Proposal Content | Application Completed Correctly | Vendor Information Sheet & W9 | Program benefits JC Residents | Accessible Program for Residents | Meets an Evidenced Health Priority | Provide Full Funding if Available | Total |
|--------------------------------------------|------------------------|---------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|-----------------------------------|-------|
| Alzheimer's New Jersey                     | 1                      | 3                               | 3                             | 3                             | 1                                | 1                                  | NO                                | 10    |
| Character Enrichment Society               | 2                      | 1                               | 1                             | 1                             | 1                                | 1                                  | NO                                | 7     |
| Church World Services                      | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 18    |
| Farms in the Heights                       | 2                      | 3                               | 2                             | 2                             | 2                                | 2                                  | NO                                | 13    |
| Haven                                      | 2                      | 3                               | 2                             | 2                             | 2                                | 3                                  | YES                               | 14    |
| Jackson Hill Main Street Management Corp   | 2                      | 3                               | 1                             | 2                             | 2                                | 1                                  | NO                                | 11    |
| Riverview Neighborhood Association         | 2                      | 3                               | 3                             | 3                             | 3                                | 2                                  | YES                               | 15    |
| Safe Streets                               | 2                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 17    |
| Samuel R. Shelton VFW Post 2294            | 2                      | 3                               | 3                             | 3                             | 2                                | 2                                  | YES                               | 14    |
| Sgt. Anthony Park Neighborhood Association | 1                      | 3                               | 3                             | 3                             | 3                                | 2                                  | NO                                | 12    |
| Women Rising                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | YES                               | 17    |

Rubic Graded by (Name): NJCU  
 Core Partner Agency : NJCU  
 Date Submitted: JUNE 18, 2018

Rubic Instructions: Each Category Should Be Scored from 1 to 3 (1 being lowest score, 3 being highest score). Every Grant Application Must Be Scored. Highest attainable score =18 In the last column, please answer YES or NO. There is \$3,000 available over and above the requested grant amount which could be used to fully fund the program indicated.

Comments (Optional):

**Grant Rubric**

**Total**

|                                            | Clear Proposal Content | Application Completed Correctly | Vendor Information Sheet & W9 | Program benefits JC Residents | Accessible Program for Residents | Meets an Evidenced Health Priority | Provide Full Funding if Available | Total |
|--------------------------------------------|------------------------|---------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|-----------------------------------|-------|
| Alzheimer's New Jersey                     | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |
| Character Enrichment Society               | Conflict of Interest   | Conflict of Interest            | Conflict of Interest          | Conflict of Interest          | Conflict of Interest             | Conflict of Interest               | Conflict of Interest              | 0     |
| Church World Services                      | 3                      | 3                               | 2                             | 2                             | 2                                | 2                                  | Yes                               | 14    |
| Farms in the Heights                       | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |
| Haven                                      | Conflict of Interest   | Conflict of Interest            | Conflict of Interest          | Conflict of Interest          | Conflict of Interest             | Conflict of Interest               | Conflict of Interest              | 0     |
| Jackson Hill Main Street Management Corp   | 2                      | 2                               | 1/3                           | 2                             | 2                                | 3                                  | Yes                               | 11    |
| Riverview Neighborhood Association         | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |
| Safe Streets                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |
| Samuel R. Shelton VFW Post 2294            | 2                      | 1                               | 1                             | 1                             | 1                                | 3                                  | Yes                               | 9     |
| Sgt. Anthony Park Neighborhood Association | 2                      | 2                               | 3                             | 2                             | 2                                | 3                                  | Yes                               | 14    |
| Women Rising                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | Yes                               | 18    |

Rubic Graded by (Name): Debra Reid  
 Core Partner Agency : Jersey City Housing Authority  
 Date Submitted: 6/18/2018

**Rubic Instructions: Each Category Should Be Scored from 1 to 3 (1 being lowest score, 3 being highest score). Every Grant Application Must Be Scored. Highest attainable score =18 In the last column, please answer YES or NO. There is \$3,000 available over and above the requested grant amount which could be used to fully fund the program indicated.**

**Comments (Optional): Hassan Abdullah's wife is the Vice President of the Jersey City Housing Authority, Board of Commissioners - Amy Albert grant is for Booker T. Washington & Marion Gardens. Both applicant are a conflict of interest.**

**Grant Rubric**

Alzheimer's New Jersey  
 Character Enrichment Society  
 Church World Services  
 Farms in the Heights  
 Haven  
 Jackson Hill Main Street Management Corp  
 Riverview Neighborhood Association  
 Safe Streets  
 Samuel R. Shelton VFW Post 2294  
 Sgt. Anthony Park Neighborhood Association  
 Women Rising

|                                            | Clear Proposal Content | Application Completed Correctly | Vendor Information Sheet & W9 | Program benefits JC Residents | Accessible Program for Residents | Meets an Evidenced Health Priority | Provide Full Funding if Available | Total |
|--------------------------------------------|------------------------|---------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|-----------------------------------|-------|
| Alzheimer's New Jersey                     | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Character Enrichment Society               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Church World Services                      | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Farms in the Heights                       | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Haven                                      | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Jackson Hill Main Street Management Corp   | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Riverview Neighborhood Association         | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Safe Streets                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Samuel R. Shelton VFW Post 2294            | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Sgt. Anthony Park Neighborhood Association | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |
| Women Rising                               | 3                      | 3                               | 3                             | 3                             | 3                                | 3                                  | 3                                 | 18    |

Rubric Graded by (Name):

JCMCTeam

Core Partner Agency :

JCMC

Date Submitted:

18-Jan-18

**Rubric Instructions:** Each Category Should Be Scored from 1 to 3 (1 being lowest score, 3 being highest score). Every Grant Application Must Be Scored. Highest attainable score = 18

In the last column, please answer YES or NO. There is \$3,000 available over and above the requested grant amount which could be used to fully fund the program indicated.

Comments (Optional):



# City Council Replacement Cover Sheet

|                                        |                                                                                                                                                                          |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitted By                           | John McKinney                                                                                                                                                            |
| Department                             | Law                                                                                                                                                                      |
| Date Submitted                         | 6/27/2018                                                                                                                                                                |
| Pls. note Revisions<br>and Page Number | Changed resolution title to reflect corporate owners.                                                                                                                    |
|                                        | Attached new Agreements.                                                                                                                                                 |
|                                        | Changed the Resolution to reflect that the License Agreements, indemnification and insurance provisions are for 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC. |
|                                        |                                                                                                                                                                          |

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

City Clerk File No. Res. 18-642

Agenda No. 10-Z-40

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

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

**WHEREAS**, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"); and

**WHEREAS**, the City desires to use in connection with the Event the loading dock, ramp access and parking garage located at 70 and 90 Hudson Street ("Property"); and

**WHEREAS**, 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC, both having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 (the "Licensors") are the owners of the Property; and

**WHEREAS**, Licensors agree to permit the City to enter onto its Property for the purpose of providing wheelchair access, parking, garage access and a staging area; and

**WHEREAS**, the License Agreements require that the City indemnify Licensors from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensors' Property; and

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensors as additional insureds.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensors' Properties to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreements attached hereto; and

City Clerk File No. Res. 18-642

Agenda No. 10.Z.40 JUN 27 2018


TITLE:


**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

- 3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2018.
- 4. The office of Risk Management is authorized to add Licensors as "additional insured" parties to the City's insurance policies in accordance with the requirements of the License Agreements attached hereto.

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

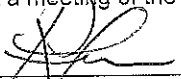
**APPROVED 8-0**

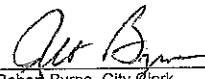
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.27.18</u> |     |        |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                                 | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                             | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                               |     | ABSENT |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

**Initiator**

|                     |                     |                  |
|---------------------|---------------------|------------------|
| Department/Division | Office of the Mayor | Cultural Affairs |
| Name/Title          | Christine Goodman   | Director         |
| Phone/email         | 201-547-4303        | cgoodman@cnj.org |

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

**Resolution Purpose**

The City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"). The City desires to use in connection with the Event the loading dock, ramp access and parking garage located at 70 and 90 Hudson Street ("Property"). 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC, both having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 (the "Licensors") are the owners of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of providing wheelchair access, parking, garage access and a staging area. The License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

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

\_\_\_\_\_  
**Date**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE**

**COUNCIL**  
**following resolution:**

**offered and moved adoption of the**

**WHEREAS**, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2018 near Exchange Place (the "Event"); and

**WHEREAS**, the City desires to use in connection with the Event the loading dock, ramp access and parking garage located at 70 and 90 Hudson Street ("Property"); and

**WHEREAS**, 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC, both having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 (the "Licensors") are the owners of the Property; and

**WHEREAS**, Licensors agree to permit the City to enter onto its Property for the purpose of providing wheelchair access, parking, garage access and a staging area; and

**WHEREAS**, the License Agreements require that the City indemnify Licensors from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensors as additional insureds.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensors' Properties to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreements attached hereto; and

Black line version.

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT  
WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR  
THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF  
JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018  
NEAR EXCHANGE PLACE**

3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2018.
4. The office of Risk Management is authorized to add Licensors as "additional insured" parties to the City's insurance policies in accordance with the requirements of the License Agreements attached hereto.

This License Agreement (this "Agreement") dated as of this \_\_\_ day of June, 2018, between **70 HUDSON WATERFRONT, LLC**, having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 ("Licensor"), and the CITY OF JERSEY CITY, having an office at 280 Grove Street, Jersey City, New Jersey 07302 ("Licensee").

**WITNESSETH:**

WHEREAS, Licensor and Licensee desire to enter into this Agreement upon the following terms and conditions.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Area – The "Licensed Area" consists of, collectively, the 20 parking spaces designated by Landlord in pink in Exhibit A attached hereto in the parking area of the building (the "Parking Area") known as 70 Hudson Street, Jersey City, New Jersey (the "Building") and the other outdoor areas of the Building outlined in pink in the Exhibit A attached hereto (the "Building Area").

2. Term – The term of this License (the "Term") shall commence at 7:00am on July 4, 2018 (the "Commencement Date"), and shall expire at 4:00 AM on July 5, 2018 (the "Expiration Date"), unless terminated earlier in accordance with law or the terms hereof. Notwithstanding the foregoing, the permission hereby granted for use of the premises may be revoked at any time by Licensor with or without cause, by giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Licensed Premises which occurred on or prior to the date of revocation.

3. No Representations – The Licensed Area is being delivered to Licensee, and Licensee agrees to accept the Licensed Area, in its then "as is" condition. Licensor has not made nor does Licensor make any representations or promises with respect to the Building or the Licensed Area and Licensee agrees that Licensor does not have any obligation to perform any work, pay any amount or otherwise prepare the Licensed Area for Licensee's use.

4. Alterations – Licensee shall not make or permit to be made any alterations, installments, improvements, additions or other physical changes in or about the Licensed Area without Licensor's prior written consent.

5. Repairs – Licensee, at its sole cost and expense, shall maintain and take good care of the Licensed Area. Notwithstanding the foregoing, all damage or injury to the Licensed Area or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from the use by Licensee, Licensee's agents, employees, invitees or licensees, shall be repaired, at Licensee's sole cost and expense, by Licensee to Licensor's reasonable satisfaction (if the required repairs are nonstructural in nature and do not affect any Building system), or by Licensor (if the required repairs are structural in nature or affect any Building system). Licensee also shall repair all

damage to the Building and the Licensed Area caused by the moving of Licensee's property. Licensee shall remove all trash from the Licensed Area caused by Licensee's use of the Licensed Area prior to the Expiration Date.

6. Use – Licensee may use the Licensed Area as follows. The Parking Area shall be used solely for the parking of vehicles. The Building Area shall be used solely as a viewing area that is wheelchair accessible for the viewing of the Jersey City Fourth of July fireworks show. In all such cases, the Licensed Area shall be used in a first-class manner, and for no other purposes except as expressly provided in this Section 6.

7. Requirements of Law – Licensee, at Licensee's sole cost and expense, shall comply with all laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities or other body exercising similar functions applicable to the use and/or occupancy of the Licensed Area (collectively, "Requirements").

8. Services – Licensor shall provide no services to the Licensed Area. If Licensor furnishes any additional or extra services to the Licensed Area at Licensee's request, Licensee shall pay Licensor's customary charges for such services.

9. Insurance and Indemnity –

(a) Licensee, at its expense, shall obtain and keep in full force and effect during the Term, with licensed insurers of recognized responsibility authorized to do business in the State of New Jersey and which are rated A- and have a financial size category of at least VIII in the most recent Best's Key Rating Guide, or any successor thereto (or if there is none, an organization having a national reputation): (a) commercial general liability insurance, including Broad Form Property Damage and Contractual Liability with the following minimum limits: General Aggregate \$2,000,000.00; Each Occurrence \$1,000,000.00; (b) Workers' Compensation with statutory limits. Licensee shall cause a current and valid certificate of such policies to be deposited with Licensor prior to the Commencement Date. Said policy shall name Licensee as named insured thereunder and shall name Licensor and, to the extent the following are provided in writing, Licensor's property manager, the holder of any mortgage or like instrument encumbering the Building, and such other parties as may be reasonably requested by Landlord as additional insureds ("Additional Insureds"), all as their respective interest may appear.

(b) Licensee shall indemnify, defend, protect and hold harmless each of Licensor, Licensor's managing agent for the Building, any superior lessors and mortgagees of which Licensor has provided notice to Licensee, and each of their respective direct and indirect partners, officers, shareholders, directors, members, trustees, managers, employees, principals, contractors, invitees, servants, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, judgments, damages, interest and expenses of any kind or nature (including attorneys' fees and disbursements) to which any Indemnitee may be subject or suffer, whether by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in, any

part of or about the Licensed Area or Building (other than by such Indemnitee) or by Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee in the Licensed Area of Building during the Term, or as a result of Licensee performing any work or otherwise that subjects any Indemnitee to any Requirement to which such Indemnitee would not otherwise be subject, or arising from any condition of the Building or Licensed Area due to or resulting from any default by Licensee in the keeping, observance or performance of any provision contained in this License or from any act or negligence of Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee.

10. Assignment/Occupancy – Licensee shall not assign its rights or delegate its duties under this License.

11. License and Not a Lease – This Agreement is not to be construed and shall not be deemed to constitute a lease or a conveyance of the Licensed Area by Licensor to Licensee, or as in any way granting to Licensee any interest in the Licensed Area; it being intended that this Agreement merely grants to Licensee this License to enter upon and use the Licensed Area in accordance with the terms hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

12. Waiver of Trial by Jury – Licensee and Licensor hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this License. If Licensor commences any summary or other proceeding against Licensee, Licensee shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, Licensee shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by Licensee.

13. End of Term of License – Upon the expiration or earlier termination of the Term, Licensee shall quit and surrender to Licensor the Licensed Area vacant, in good and clean condition, in at least the order and condition as shall have existed on the day immediately preceding the Commencement Date, ordinary wear and tear and damage by casualty excepted, and Licensee shall remove all of its property from therein. If Licensee fails to surrender the Licensed Area in such condition, at Licensee's sole cost and expense, Licensor may elect to perform removal, repairs or any work which Licensee is obligated to make or perform under this License, at Licensee's sole cost. Licensee acknowledges that possession of the Licensed Area must be surrendered to Licensor upon the expiration or earlier termination of this License. If Licensee shall fail to deliver vacant possession of the Licensed Area in the manner required hereunder on or prior to the expiration or earlier termination of the Term, (i) such failure shall not be deemed to extend the Term, and (ii) Licensee shall pay to Licensor upon demand therefor, for each day during which Licensee retains possession of the Licensed Area after such expiration or earlier termination, an amount equal to \$1,000.00 per day, and Licensee shall additionally be responsible to Licensor for all damages (including, without limitation, loss of rent) which Licensor suffers by reason thereof. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies provided herein or at law or in equity. Licensee shall additionally indemnify and hold Licensor harmless from and against all losses, liability, costs and expenses of any kind or nature (including, without limitation, reasonable

attorneys' fees and disbursements and all claims by any succeeding licensee or tenant against Licensor) resulting from or arising out of Licensee's failure to comply with the provisions of this Section. Nothing herein contained shall be deemed to permit Licensee to retain possession of the Licensed Area after the expiration or earlier termination of the Term. The provisions of this Section shall survive the expiration or earlier termination of the Term.

14. Limit of Liability – Neither the partners comprising Licensor, nor the shareholders (nor any of the partners comprising same), partners, directors, officers, trustees, trust beneficiaries, agents or investment managers of any of the foregoing (collectively, the “Parties”) shall be liable for the performance of Licensor's obligations under this License. Licensor's liability for Licensor's obligations under this License shall be limited to Licensor's interest in the real property and Licensee shall not look to any other property or assets of Licensor or the property or assets of any of the Parties in seeking either to satisfy a judgment for Licensor's failure to perform such obligations.

15. No Suit for Damages – Licensee shall not seek to obtain any judgment for damages against use, or any of Licensor's partners, members, managers, shareholders, officers, directors, employees, agents, trustees, beneficiaries and contractors, by reason of a default by Licensor hereunder; it being agreed that Licensee's sole remedy in such event shall be to compel specific performance of the obligations hereunder. In no event and under no circumstances shall Licensor be liable to Licensee for consequential, special, incidental, or punitive damages.

16. Bills and Notices – All bills, statements, consents, notices, demands, requests or other communications given or required to be given under this License shall be in writing and shall be deemed sufficiently given or rendered only if sent by hand (against an affidavit of delivery), by a nationally recognized overnight courier (against a receipt of delivery) or by registered or certified mail (return receipt requested) addressed to the parties in accordance with this Section 16. Notices to Licensee shall be sent to City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, Attn: Brian Platt, Business Administrator. Notices to Licensor shall be sent to 70 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Rajiv Patel, with copies to (i) 70 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Asset Manger – 70 Hudson and (ii) 70 Hudson Waterfront, LLC, c/o Spear Street Capital, 450 Lexington Avenue, 39th Floor, New York, New York 10017, Attn: Asset Manger – 70 Hudson.

17. Miscellaneous – This License contains the entire agreement between the parties with respect to the Licensed Area and all prior negotiations and agreements are merged into this License. This License may not be modified or amended, nor any of its provisions waived, except by a written instrument executed by the party against whom enforcement of the modification, amendment or waiver is sought. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original.

18. Rules and Regulations – Licensee shall comply with the reasonable rules and regulations of Licensor related to the use of the Licensed Area.

19. Governing Law – This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey.

20. Security – Licensee shall not permit excessive noise or unruly behavior in or about the Licensed Area. Licensee shall cause at all times at least one Jersey City police officer to be present (i) in the Parking Area and (ii) in the Building Area

21. Parking Area. Licensee shall park its automobiles and other vehicles only where and as designated by Landlord within the Parking Area. Licensee (and anyone acting by or through Licensee) shall comply with all of Licensor’s reasonable rules and regulations related to parking and access to (and use of) the Parking Area. If and when so requested by Licensor, Licensee shall furnish Licensor with the license numbers of any vehicles Licensee is parking in the Parking Area. Licensee shall only use the 20 parking spaces designated by Licensor in the Parking Area. If any vehicle parked by Licensee (and anyone acting by or through Licensee) is in violation of this Agreement, Licensor shall be permitted to tow such vehicles from the Parking Area, without notice, at Licensee’s expense. All vehicles parked by Licensee (and anyone acting by or through Licensee) in the Parking Area shall be removed by the Expiration Date.

*[no further text on this page]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

**70 HUDSON WATERFRONT, LLC**

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

LICENSEE

**CITY OF JERSEY CITY**

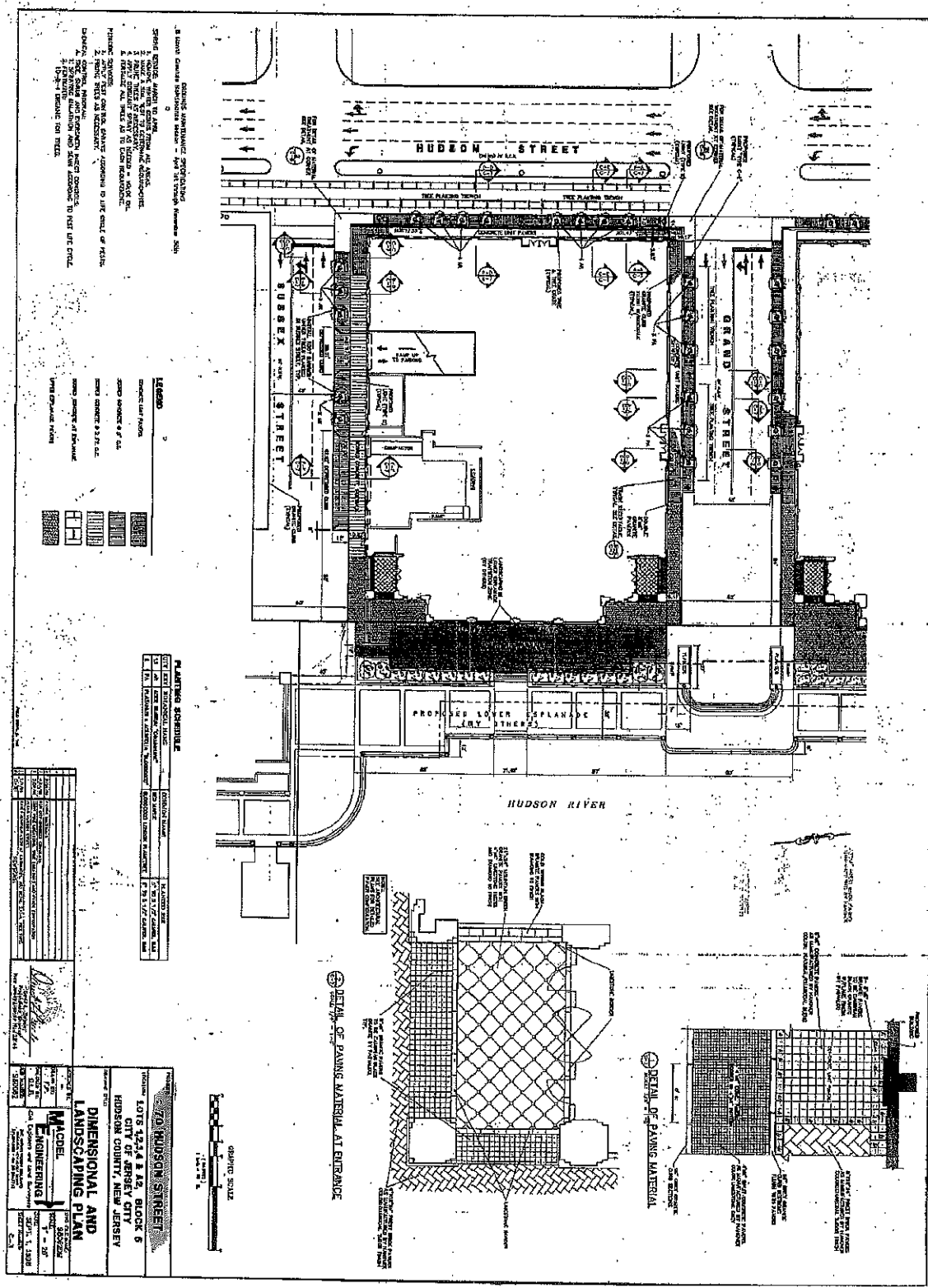
By: \_\_\_\_\_  
Name: Brian Platt  
Title: Business Administrator

By: \_\_\_\_\_  
Name: Robert Byrne  
Title: City Clerk

Exhibit A

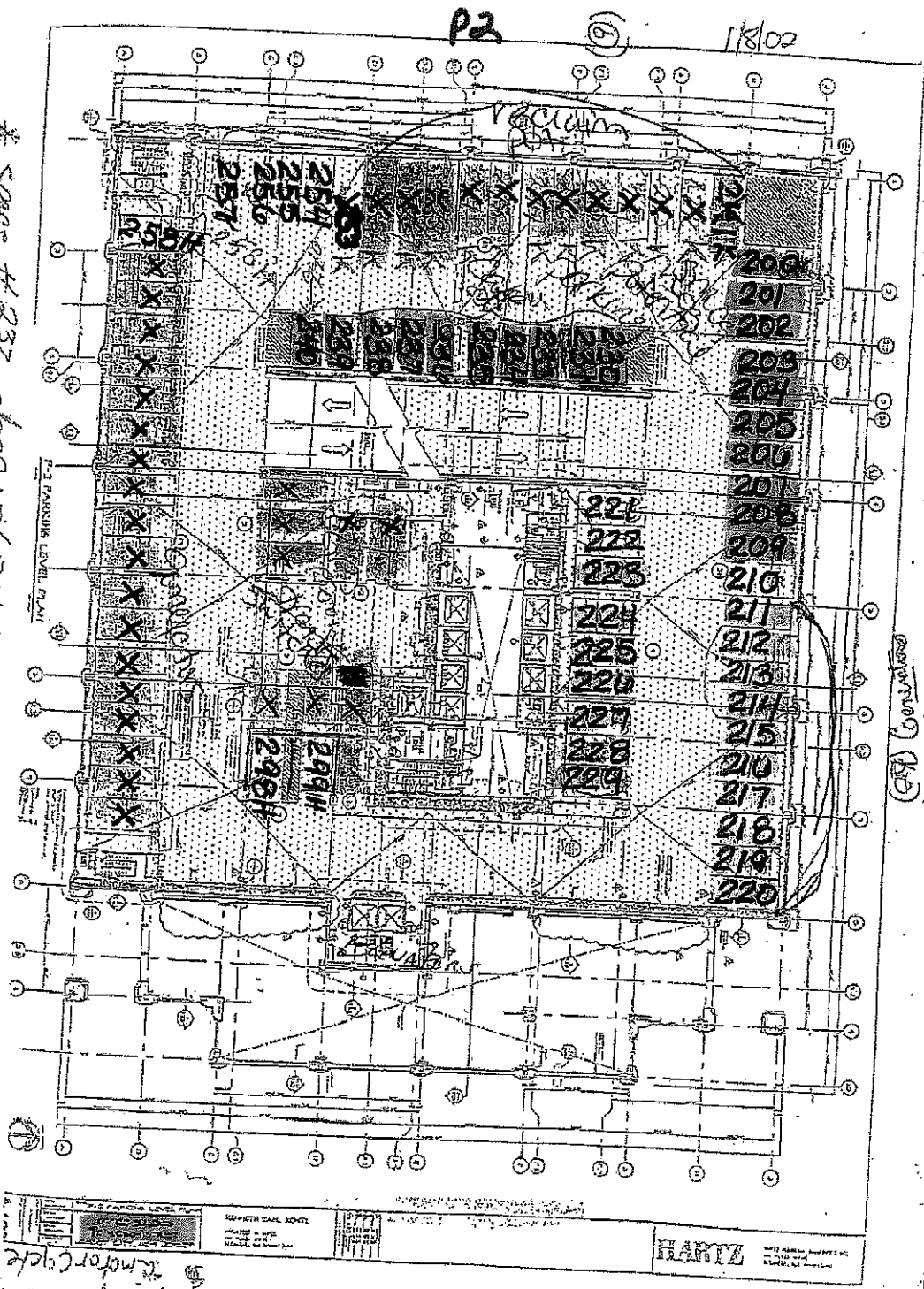
Licensed Area

see attached



\* space # 232 does not exist 49

(20)



258-264 really compact cars  
 2 motor cycle cars  
 (20)

This License Agreement (this "Agreement") dated as of this \_\_\_ day of June, 2018, between **90 HUDSON WATERFRONT, LLC**, having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 ("Licensor"), and the CITY OF JERSEY CITY, having an office at 280 Grove Street, Jersey City, New Jersey 07302 ("Licensee").

**WITNESSETH:**

WHEREAS, Licensor and Licensee desire to enter into this Agreement upon the following terms and conditions.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Area – The "Licensed Area" consists of, collectively, the loading dock area outlined in blue in Exhibit A attached hereto (the "EMT Area"), of the building known as 90 Hudson Street, Jersey City, New Jersey (the "Building") and the outdoor area of the Building outlined in pink in Exhibit A attached hereto (the "Building Area").
2. Term – The term of this License (the "Term") shall commence at 7:00am on July 4, 2018 (the "Commencement Date"), and shall expire at 4:00 AM on July 5, 2018 (the "Expiration Date"), unless terminated earlier in accordance with law or the terms hereof. Notwithstanding the foregoing, the permission hereby granted for use of the premises may be revoked at any time by Licensor with or without cause, by giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Licensed Premises which occurred on or prior to the date of revocation.
3. No Representations – The Licensed Area is being delivered to Licensee, and Licensee agrees to accept the Licensed Area, in its then "as is" condition. Licensor has not made nor does Licensor make any representations or promises with respect to the Building or the Licensed Area and Licensee agrees that Licensor does not have any obligation to perform any work, pay any amount or otherwise prepare the Licensed Area for Licensee's use.
4. Alterations – Licensee shall not make or permit to be made any alterations, installments, improvements, additions or other physical changes in or about the Licensed Area without Licensor's prior written consent.
5. Repairs – Licensee, at its sole cost and expense, shall maintain and take good care of the Licensed Area. Notwithstanding the foregoing, all damage or injury to the Licensed Area or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from the use by Licensee, Licensee's agents, employees, invitees or licensees, shall be repaired, at Licensee's sole cost and expense, by Licensee to Licensor's reasonable satisfaction (if the required repairs are nonstructural in nature and do not affect any Building system), or by Licensor (if the required repairs are structural in nature or affect any Building system). Licensee also shall repair all damage to the Building and the Licensed Area caused by the moving of Licensee's property.

Licensee shall remove all trash from the Licensed Area caused by Licensee's use of the Licensed Area prior to the Expiration Date.

6. Use – Licensee may use the Licensed Area as follows. The EMT Area shall be used solely for the treatment of medical emergencies by licensed emergency service professionals. The Building Area shall be used solely as a viewing area that is wheelchair accessible for the viewing of the Jersey City Fourth of July fireworks show. In all such cases, the Licensed Area shall be used in a first-class manner, and for no other purposes except as expressly provided in this Section 6.

7. Requirements of Law – Licensee, at Licensee's sole cost and expense, shall comply with all laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities or other body exercising similar functions applicable to the use and/or occupancy of the Licensed Area (collectively, "Requirements").

8. Services – Licensor shall provide no services to the Licensed Area. If Licensor furnishes any additional or extra services to the Licensed Area at Licensee's request, Licensee shall pay Licensor's customary charges for such services.

9. Insurance and Indemnity –

(a) Licensee, at its expense, shall obtain and keep in full force and effect during the Term, with licensed insurers of recognized responsibility authorized to do business in the State of New Jersey and which are rated A- and have a financial size category of at least VIII in the most recent Best's Key Rating Guide, or any successor thereto (or if there is none, an organization having a national reputation): (a) commercial general liability insurance, including Broad Form Property Damage and Contractual Liability with the following minimum limits: General Aggregate \$2,000,000.00; Each Occurrence \$1,000,000.00; (b) Workers' Compensation with statutory limits;. Licensee shall cause a current and valid certificate of such policies to be deposited with Licensor prior to the Commencement Date. Said policy shall name Licensee as named insured thereunder and shall name Licensor and, to the extent the following are provided in writing, Licensor's property manager, the holder of any mortgage or like instrument encumbering the Building, and such other parties as may be reasonably requested by Landlord as additional insureds ("Additional Insureds"), all as their respective interest may appear.

(b) Licensee shall indemnify, defend, protect and hold harmless each of Licensor, Licensor's managing agent for the Building, any superior lessors and mortgagees of which Licensor has provided notice to Licensee, and each of their respective direct and indirect partners, officers, shareholders, directors, members, trustees, managers, employees, principals, contractors, invitees, servants, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, judgments, damages, interest and expenses of any kind or nature (including attorneys' fees and disbursements) to which any Indemnitee may be subject or suffer, whether by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in, any

part of or about the Licensed Area or Building (other than by such Indemnitee) or by Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee in the Licensed Area of Building during the Term, or as a result of Licensee performing any work or otherwise that subjects any Indemnitee to any Requirement to which such Indemnitee would not otherwise be subject, or arising from any condition of the Building or Licensed Area due to or resulting from any default by Licensee in the keeping, observance or performance of any provision contained in this License or from any act or negligence of Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee.

10. Assignment/Occupancy – Licensee shall not assign its rights or delegate its duties under this License.

11. License and Not a Lease – This Agreement is not to be construed and shall not be deemed to constitute a lease or a conveyance of the Licensed Area by Licensor to Licensee, or as in any way granting to Licensee any interest in the Licensed Area; it being intended that this Agreement merely grants to Licensee this License to enter upon and use the Licensed Area in accordance with the terms hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

12. Waiver of Trial by Jury – Licensee and Licensor hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this License. If Licensor commences any summary or other proceeding against Licensee, Licensee shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, Licensee shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by Licensee.

13. End of Term of License – Upon the expiration or earlier termination of the Term, Licensee shall quit and surrender to Licensor the Licensed Area vacant, in good and clean condition, in at least the order and condition as shall have existed on the day immediately preceding the Commencement Date, ordinary wear and tear and damage by casualty excepted, and Licensee shall remove all of its property from therein. If Licensee fails to surrender the Licensed Area in such condition, at Licensee's sole cost and expense, Licensor may elect to perform removal, repairs or any work which Licensee is obligated to make or perform under this License, at Licensee's sole cost. Licensee acknowledges that possession of the Licensed Area must be surrendered to Licensor upon the expiration or earlier termination of this License. If Licensee shall fail to deliver vacant possession of the Licensed Area in the manner required hereunder on or prior to the expiration or earlier termination of the Term, (i) such failure shall not be deemed to extend the Term, and (ii) Licensee shall pay to Licensor upon demand therefor, for each day during which Licensee retains possession of the Licensed Area after such expiration or earlier termination, an amount equal to \$1,000.00 per day, and Licensee shall additionally be responsible to Licensor for all damages (including, without limitation, loss of rent) which Licensor suffers by reason thereof. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies provided herein or at law or in equity. Licensee shall additionally indemnify and hold Licensor harmless from and against all losses, liability, costs and expenses of any kind or nature (including, without limitation, reasonable

attorneys' fees and disbursements and all claims by any succeeding licensee or tenant against Licensor) resulting from or arising out of Licensee's failure to comply with the provisions of this Section. Nothing herein contained shall be deemed to permit Licensee to retain possession of the Licensed Area after the expiration or earlier termination of the Term. The provisions of this Section shall survive the expiration or earlier termination of the Term.

14. Limit of Liability – Neither the partners comprising Licensor, nor the shareholders (nor any of the partners comprising same), partners, directors, officers, trustees, trust beneficiaries, agents or investment managers of any of the foregoing (collectively, the “Parties”) shall be liable for the performance of Licensor's obligations under this License. Licensor's liability for Licensor's obligations under this License shall be limited to Licensor's interest in the real property and Licensee shall not look to any other property or assets of Licensor or the property or assets of any of the Parties in seeking either to satisfy a judgment for Licensor's failure to perform such obligations.

15. No Suit for Damages – Licensee shall not seek to obtain any judgment for damages against use, or any of Licensor's partners, members, managers, shareholders, officers, directors, employees, agents, trustees, beneficiaries and contractors, by reason of a default by Licensor hereunder; it being agreed that Licensee's sole remedy in such event shall be to compel specific performance of the obligations hereunder. In no event and under no circumstances shall Licensor be liable to Licensee for consequential, special, incidental, or punitive damages.

16. Bills and Notices – All bills, statements, consents, notices, demands, requests or other communications given or required to be given under this License shall be in writing and shall be deemed sufficiently given or rendered only if sent by hand (against an affidavit of delivery), by a nationally recognized overnight courier (against a receipt of delivery) or by registered or certified mail (return receipt requested) addressed to the parties in accordance with this Section 16. Notices to Licensee shall be sent to City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, Attn: Brian Platt, Business Administrator. Notices to Licensor shall be sent to 90 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Rajiv Patel, with copies to (i) 90 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Asset Manger – 90 Hudson and (ii) 90 Hudson Waterfront, LLC, c/o Spear Street Capital, 450 Lexington Avenue, 39th Floor, New York, New York 10017, Attn: Asset Manger – 90 Hudson.

17. Miscellaneous – This License contains the entire agreement between the parties with respect to the Licensed Area and all prior negotiations and agreements are merged into this License. This License may not be modified or amended, nor any of its provisions waived, except by a written instrument executed by the party against whom enforcement of the modification, amendment or waiver is sought. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original.



18. Rules and Regulations – Licensee shall comply with the reasonable rules and regulations of Licensor related to the use of the Licensed Area.

19. Governing Law – This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey.

20. Security – Licensee shall not permit excessive noise or unruly behavior in or about the Licensed Area. Licensee shall cause at all times at least one Jersey City police officer to be present (i) in the EMT Area and (ii) in the Building Area.

*[no further text on this page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

**90 HUDSON WATERFRONT, LLC**

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

LICENSEE

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Name: Brian Platt  
Title: Business Administrator

By: \_\_\_\_\_  
Name: Robert Byrne  
Title: City Clerk

Exhibit A

Licensed Area

see attached



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

City Clerk File No. Res. 18-643  
 Agenda No. 10.z.41  
 Approved: JUN 27 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO D&M FIREWORKS, LLC, FOR A FIREWORKS DISPLAY ON JULY 12<sup>th</sup>, 2018**

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

**WHEREAS**, D&M Fireworks, LLC, has applied for a permit to display fireworks on July 12, 2018 for Liberty National Golf Course, 100 Caven Point Road, Jersey City, N.J.; and


**WHEREAS**, the application for fireworks display has been reviewed and approved by Michael Gajewski, Captain of Police and Dennis Nuber, Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

**WHEREAS**, D&M Fireworks, LLC, has obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

**WHEREAS**, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council:

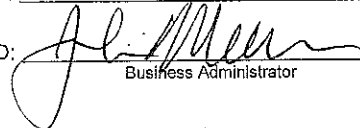
**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

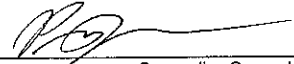
- (1) A permit be issued to D&M Fireworks, LLC, to display fireworks for Liberty National Golf Course on July 12, 2018 at Liberty National Golf Course, 100 Caven Point Road, Jersey City, New Jersey; and
- (2) The permit be issued on condition that no fireworks display shall commence later than 10:00 P.M. on said date; and
- (3) The permit be canceled in the event that D&M Fireworks, LLC, fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit shall be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

  
 Matthew Hogan, Dir. Risk Management

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

Not Required

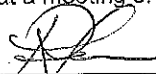
**APPROVED 8-0**

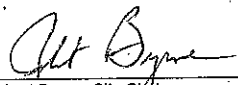
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | 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 granting of a permit to D&M Fireworks, LLC, for a firework display on July 12, 2018.

**Initiator**

|                     |                   |                             |
|---------------------|-------------------|-----------------------------|
| Department/Division | Mayor's Office    | Divison of Cultural Affairs |
| Name/Title          | Christine Goodman | Director                    |
| Phone/email         | 201-547-6921      | cgoodman@jcnj.org           |

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

**Resolution Purpose**

Granting of a permit to have a firework display by D&M Fireworks, LLC, for Liberty National Golf Course. The application attached was reviewed and signed by Police Captin Michael Gajewski and Dennis Nuber, Fire Official. D&M Fireworks have obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured. This resolution requires the signature of Matthew Hogan, Director of Risk Management.

I certify that all the facts presented herein are accurate.

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

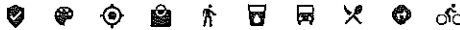
\_\_\_\_\_  
**Date**



Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEY CITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman Director

EVENT NAME: LIBERTY NATIONAL GOLF COURSE FIREWORKS DISPLAY 2018 EVENT DATE: JULY 12 2018

EVENT LOCATION: LIBERTY NATIONAL GOLF COURSE (PRIVATE PROPERTY)

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner DocuSigned by: C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Chief, Comments, Date: 6/15/2018 DocuSigned by: Captain Michael Gajewski

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged, Date, Signature of Off Duty Coordinator

JERSEY CITY FIRE DEPARTMENT

Approved/NOT Approved, No Cooking / Open Flame, Additional Permits / Inspector Required, Signature of Fire Official, Comments, Date: 6/15/2018 DocuSigned by: Dennis Nuber

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Director, Comments, Date: 6/15/2018 DocuSigned by: Bill O'Donnell

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged/Not Applicable, Pending Council Approval, Need Completed Signature Page, Signature of Traffic Engineer, Comments, Date

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold/Food will be Sold, Vendor List Required/Health Inspector Required, Signature of Health Officer, Comments, Date

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved/NOT Approved, Signature of Stage Coordinator, Comments, Date

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved/NOT Approved, Requiring additional form, Additional fee will apply, Signature of DPW Director, Comments, Date

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved/NOT Approved, Waiver request is Approved/NOT Approved, Signature of Risk Manager, Comments, Date: 6/15/2018 DocuSigned by: Matthew Hogan

JERSEY CITY DIVISION OF COMMERCE

Approved, Date, Signature of Division of Commerce Director



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302

(201) 547 - 6921    [culturalaffairs@jcnj.org](mailto:culturalaffairs@jcnj.org)



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY  
**SPECIAL EVENT APPLICATION**



Christine Goodman  
Director

## CAPTAIN & CHIEF'S NOTES

**EAST DISTRICT COMMANDER**

**WEST DISTRICT COMMANDER**

**NORTH DISTRICT COMMANDER**

**SOUTH DISTRICT COMMANDER**

**DEPUTY CHIEF OF POLICE**





Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201) 547 - 6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY  
**SPECIAL EVENT APPLICATION  
OVERVIEW**



Christine Goodman  
Director

Greetings Department Directors, Liaisons, & Staff,

Attached is a Special Event Application for a community organized special event in Jersey City. Please review, approve / disapprove & sign the Signature Page, there is also a space for comments.

In specific cases, organizations / organizers may be waiting on updated insurance or a complete vendor list. We have noted below if any documents are missing and/or incomplete and when we expect to have those documents. If you have any concerns or require clarification, please reach out to the Office of Cultural Affairs at extension 6921.

Thank you for your time & attention,  
Special Events Planning Team Office of Cultural Affairs

**TITLE:** LIBERTY NATIONAL GOLF COURSE FIREWORKS DISPLAY 2018 **DATE:** 7/12/2018

**LOCATION:** LIBERTY NATIONAL GOLF COURSE **TIME:** 9:30PM-10:00PM / SETUP: 3:00PM

**ORGANIZATION:** LIBERTY NATIONAL **PHONE:** 201-333-4105 EXT. 306

**DESCRIPTION:** PRIVATE EVENT ON PRIVATE PROPERTY TO INCLUDE FIREWORKS

- PHOTO I.D.** .....
- NON-PROFIT** N/A .....
- INSURANCE** .....
- STREET CLOSURE** N/A .....
- SITE MAP** .....
- PARADE ROUTE** N/A .....
- OPEN FLAME / FIRE INSPECTOR** FIREWORKS .....
- TENTS** N/A .....
- FOOD VENDORS / HEALTH INSPECTOR** N/A .....
- ALCOHOL BEVERAGE CONTROL** N/A .....
- AMPLIFIED SOUND** N/A .....
- STAGE** N/A .....
- PARK** N/A .....
- BARRICADES** N/A .....
- SANITATION** N/A .....
- PORTOJOHNS** N/A .....
- GOODS / SERVICES VENDORS** N/A .....

CA Event Planner TDM .....



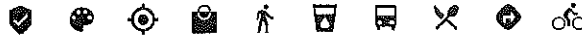
# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall, 280 Grove Street Rm #215  
Jersey City, NJ 07302  
(201) 547 - 6921 culturalaffairs@jcnj.org



Steven M. Fulop  
Mayor

Christine Goodman  
Director




## ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY 2018 SPECIAL EVENT APPLICATION

\*Application MUST be submitted a minimum of 60 days prior to event date.\*

### GENERAL INFORMATION

Title of Event: Liberty National Golf Course Fireworks  
Location of Event: Liberty National GC  
Contact Person / Organizer: Shaun Lewis / David Albitz  
Contact Person Address: 100 Caven Point Rd Jersey City, NJ  
Organization: Liberty National GC  
Organization Address (if different from above): NA  
Email: dave@dmfireworks.com

**REQUIRED:** Attach copy of photo ID   
Date of Event: 7/12/18  
Day of the Week: Thursday  
Phone #: 201-333-4105 Ext. 306  
Mobile #: 516-965-9686  
Phone # for the Public: 201-333-4105 Ext. 306

Are you a Non-Profit? Yes  No  Attach proof of non-profit status (IRS approval letter) **here**.

If any person, organization, or corporation engaged in this activity will realize a profit, please provide the following:  
Name: NA Address: NA

If charity, gratuity or offerings will be solicited or accepted, name the Charity and give the reason:  
NA

**EVENT TIMES** No event will be permitted past 10 PM. Amplified sound / music must be turned off **1 hour** prior to event end time.  
Start Time: 9:30 P.M. End Time: 10:00 P.M.

This refers to the advertised time that the event will be open / closed to the public.  
Time you will begin setup: 3:00 P.M.

For events that take place in a street, this is the time that street closure will begin and Off Duty Police will be required.  
Time you will be completely done with clean-up: NA P.M.

Events that surpass this approved time will be subject to additional fees.

### ATTENDANCE

Estimated for this year: 100 If applicable, attendance last year: \_\_\_\_\_

### DESCRIPTION OF EVENT Please describe the intent of the Special Event you are proposing and how it will serve Jersey City.

This event is private.

### INSURANCE

The Applicant must have an Occurrence Based General Liability Insurance Policy with a minimum of \$1,000,000.00 coverage. The Applicant must submit a Certificate of Insurance (C.O.I) with the application evidencing the above coverage. The C.O.I. must name the **City of Jersey City, 280 Grove Street, Jersey City, NJ 07302** as the Certificate Holder and name the "City of Jersey City, its officers and employees" as additional insured and also include in the description along with the date(s) of event. Attach C.O.I. or Waiver Request letter **here**.

Check if you will be seeking an Insurance Waiver from the Office of Risk Management. (Request letter **required**) Please refer to the Cultural Affairs website [jerseycityculture.org](http://jerseycityculture.org) for minimum waiver requirements before checking box.

### TYPE OF EVENT (Check ALL that apply)

- |                                            |                                                   |                                            |                                         |
|--------------------------------------------|---------------------------------------------------|--------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Non-Profit        | <input type="checkbox"/> Filmmaking   Photography | <input type="checkbox"/> Moving Assemblage | <input type="checkbox"/> Holiday Market |
| <input type="checkbox"/> For Profit        | <input type="checkbox"/> Performing Arts          | <input type="checkbox"/> Parade            | <input type="checkbox"/> Farmers Market |
| <input type="checkbox"/> Festival          | <input type="checkbox"/> Visual Arts              | <input type="checkbox"/> Procession        | <input type="checkbox"/> Trade Show     |
| <input type="checkbox"/> Music             | <input type="checkbox"/> Political Organization   | <input type="checkbox"/> Run   Marathon    | <input type="checkbox"/> Health Fair    |
| <input type="checkbox"/> Carnival          | <input type="checkbox"/> Rally   Strike   Protest | <input type="checkbox"/> Charity Walk      | <input type="checkbox"/> Flea Market    |
| <input type="checkbox"/> Circus            | <input type="checkbox"/> Canning   Soliciting     | <input type="checkbox"/> Bike   Cycling    | <input type="checkbox"/> Food Market    |
| <input type="checkbox"/> Civic   Community | <input type="checkbox"/> Community Clean-up       | <input type="checkbox"/> Athletic          | <input type="checkbox"/> Sidewalk Sale  |
| <input type="checkbox"/> Environmental     | <input type="checkbox"/> Block Party              |                                            |                                         |

### LOCATION OF EVENT (Attach a site map **here** and the Property Approval letter(s) for Private Property **here**)

|                                        |                               |                                                      |                                |
|----------------------------------------|-------------------------------|------------------------------------------------------|--------------------------------|
| <input type="checkbox"/> Public Street | <input type="checkbox"/> Park | <input checked="" type="checkbox"/> Private Property | <input type="checkbox"/> Other |
| Street Name:.....                      | Name:.....                    | Address: 100 Caven point Rd .....                    |                                |
| Cross Streets:.....                    | Cross Streets:.....           | Cross Streets:.....                                  |                                |
| Cross Streets:.....                    | Cross Streets:.....           | Cross Streets:.....                                  |                                |
| Owner:.....                            | Owner:.....                   | Owner:.....                                          |                                |

### DIVISION OF ENGINEERING & TRAFFIC

Are you requesting a street closure? (**Street closures are subject to a vote by City Council**)  Yes  No

If yes, which street(s)? ..... Cross street(s)? .....

When will the street closure begin? ..... When will the street closure end? .....

If the event is more than one day, will the street closure be overnight?  Yes  No

If block to be closed is residential, how many residents? .....

Attach a list of the the name(s) and address(es) of all businesses on the block to be closed **here**.

\*\*Additional info may be required.

### PARKING ENFORCEMENT

Will parking be prohibited or restricted? Yes  No

If yes, once your street closure is issued by the Division of Engineering & Traffic you will be required to visit PARKING ENFORCEMENT to obtain paper NO PARKING signs no later than 72 hours before your event.

394 Central Ave, Jersey City, NJ 07307 201.547.5538

BE ADVISED: If you do not obtain NO PARKING signs and post them less than 48 hours before your event, the City cannot legally enforce, ticket, and/or remove any vehicles in your event area on the day of your event.

**PUBLIC SAFETY**

Will there be a moving assembly as part of this event; ie. parade, procession, walk, run or cycle? Yes  No   
If Yes , how many contingent groups / marchers are expected? Total # of Groups: ..... Total # of Marchers: .....  
Will this moving assembly include Floats and/or Automobiles ? Yes  No   
Number of floats: ..... Hand pushed carts: ..... Motorized vehicles: .....  
\*\*Vehicles will require valid insurance, registration, and must be operated by licensed drivers. Vehicles deemed unsafe by Public Safety will not be permitted to participate. Motorized Vehicles are not authorized at any point during an event to perform tricks, stunts, or engage in dangerous driving maneuvers.  
Parade marchers & floats will begin to assemble at: Time: ..... Location: .....  
Parade will kick-off at: Time: ..... Location: .....  
Parade will finish at: Time: ..... Location: .....  
Route of Event: Please detail exact streets and directional turns of entire route and attach list & map **here**.  
\*\* Attach parade line-up with numbers per group **here**.

**FIRE PREVENTION**

Will you be using a generator over 55 gallons? Yes  No   
Will you be installing electrical wiring? Yes  No   
If Yes, please explain: .....  
Are fireworks included in your event? Yes  No   
\*\*Application for fireworks must be submitted and approved.  
Will you have rides or inflatable amusements? Yes  No   
\*\*Only State permitted rides are allowed. Number of Rides: .....  
Are you setting up a tent? (see tent requirements) Yes  No:   
Number of tent(s): ..... Size(s) of tent(s): .....  
Will food be cooked on-site? Yes  No   
Will any vendors present be using an open flame? Yes  No   
\*\* Additional permits will be required from Fire Prevention, 465 Marin Blvd, 201.547.4255.

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

Will you or any vendor be distributing food for **free**? Yes  No   
Will you or any vendor be **selling** food? Yes  No   
Will there be food trucks present at your event? Yes  No   
\*\* Additional permits will be required from HHS 199 Summit Ave 201.547.6800. Attach food vendor contact list **here**.  
Will animals be involved in this event? Yes  No   
List species of animals to be present at the event ? .....  
Name of pet establishment, farm, or vendor providing the animals? .....

**ALCOHOL BEVERAGE CONTROL**

Will any beer, wine or other alcoholic beverages be present and/or sold for public consumption? Yes  No   
Your organization is responsible for obtaining an ABC permit directly with the State Division of Alcohol Beverage Control.  
If you need further assistance please visit the ABC Enforcement Bureau located at the East District Police Precinct.  
Once you have your ABC permit please email a copy to the Office of Cultural Affairs culturalaffairs@jcnj.org  
\*\*NO glass bottles should be distributed at public events. I understand & will comply .....

### ENTERTAINMENT

Will your event involve Live Entertainment and/or Amplified sound? Yes  No

Will your event include a Stage provided by a private company? Yes  No

Please explain (describe stage: including length, width, height) .....

Contact info of company you are hiring: .....

Will you be hiring a private sound company? Yes  No

Name & contact info of company you are hiring: .....

The City of Jersey City welcomes public events and celebrates the vast diversity of our community. We encourage public art programming, civic pride events and music. We ask, that all event organizers adopt the philosophy that events should occur with as little inconvenience to our residents as possible. So, in addition to obeying all City ordinances relating to time constraints and noise, please keep amplified sound at a reasonable level. Amplified sound is intended to broadcast music and spoken word to only reach the audience in attendance. Excessive amplification is unnecessary and compromises the quality of life in our city.

I understand & will comply Da

### DEPARTMENT OF RECREATION

Check this box here if you would like to request a stage offered by the Department of Recreation. Which stage?

SMALL SHOWMOBILE 15' wide x 20' long       LARGE SHOWMOBILE 15' wide x 25' long       MAIN STAGE 20' wide x 30' long

Deliver stage to (address) ..... by ..... (time) & picked up by ..... (time).

### DEPARTMENT OF PUBLIC WORKS - PARKS & FORESTRY

Will you be requesting use of a City park? Yes  No

Which park? ..... Which area inside the park? .....

Describe any literature you plan to sell or distribute: .....

\*No cooking, alcohol distribution, or private events are permitted in City parks. I understand & will comply .....

### DEPARTMENT OF PUBLIC WORKS - BUILDING & STREETS

Will you be requiring barricades for your event? Yes  No

In addition to the standard for a street closure, how many barricades are you requesting? .....

What corner or address are you requesting the barricades to be delivered? .....

### DEPARTMENT OF PUBLIC WORKS - SANITATION

Event organizers are responsible for clean-up of an event site. Many events require specific types of clean-up services. These special services are available from DPW Division of Sanitation. Additional fees will apply.

The Division of Sanitation form can be found at [jerseycityculture.org/specialeventforms](http://jerseycityculture.org/specialeventforms)

Please initial to indicate that you understand which events require additional services & will comply Da

- Street sweepers are required for any parades, walks, processions, and/or street festivals, especially if food vendors and/or alcohol are involved.
- A dumpster or packer truck pickup is required at every public event depending on expected attendance.
- Adequate trash & recycling receptacles are required, with sufficient bags to accomodate the entire event.
- A professional cleaning company with wheeled barrels & individuals sweeping to remove refuse is recommended.

If you are instead hiring a professional company to clean-up the event, provide their contact info.

Name: NA Contact number: NA

### BASIC REQUIREMENTS

Event organizers are responsible for providing at events with more than 50 attendees the following basic necessities:

Please check below to indicate that **you understand & will comply**

- Portable Toilets: Event Organizers **MUST** provide ample units to accomodate attendees.  
(please reference chart at [www.jerseycityculture.org/specialevents](http://www.jerseycityculture.org/specialevents))
- ADA accessible units **MUST** be included and available for public. (see chart)
- Clean drinkable water **MUST** be available at public events free of charge.

Name & contact info of portable toilet company you are renting units from: .....

Number of Units: Standard..... ADA.....

Please explain your plan to provide water: .....

### SEVER WEATHER / RESCHEDULING

Please check below to indicate that you understand & will comply

If severe weather conditions postpone the start time of the event, or if the entire event must be cancelled or moved to another location, the Office of Cultural Affairs must be notified in writing at least 24 hours prior to the start time of the event. The Office of Cultural Affairs reserves the right to rescind this application at any time for good cause, especially in the case of a State of Emergency. **Accomodations will be made based on availability.**

I understand & will comply DA

### DIVISION OF COMMERCE

Will there be Vendors selling goods or services? Yes  No  If Yes, how many? .....

(Please attach full list of business names, addresses, & phone numbers **here**)

Will you conduct Raffles or Games of Chance? Yes  No

Additional Permit must be obtained through the Division of Commerce and the **State Legalized Game of Chance Control Commission.**

Will alcohol be consumed or sold at this event? Yes  No

Additional Permit must be obtained through from Division of Commerce and the **State Alcohol Beverage Control.**

### INDEMNIFICATION

The undersigned Applicant agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Applicant's use of any premises during the Special Event. The Applicant further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Applicant shall, at no cost or expense to the City, defend against such claims, in which event the Applicant shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Applicant's liability hereunder shall continue after the termination of the Special Event with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

I understand & will comply DA

### SIGNATURE

Name of Person coordinating the Event / Application ("Applicant"):

Print Name: Shaun Lewis / David Albitz

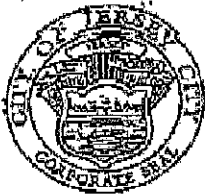
Phone Number: 201-333-4105 Ext. 306

DocuSigned by: David Albitz  
Signature Name: 6/8/2018  
Date Submitted: 6/8/2018

\*\*\* DO NOT WRITE BELOW THIS LINE \*\*\*

Application Received by: Cultural Affairs Event Planner Date Received: 6/8/2018

FIRE OFFICIAL'S OFFICE  
Y FIRE DEPARTMENT  
FIRE PREVENTION BUREAU  
465 MARIN BLVD.  
JERSEY CITY, NJ 07302  
(201) 547-4260////FAX (201) 547-5733



The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at PO Box 503 City: Bally

State of: Pennsylvania makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Liberty National GC

ADDRESS: 100 Caven Point Rd.

CONTACT PERSON: Shaun Lewis PHONE# 201-333-4105

SPECIFIC LOCATION OF DISPLAY: Liberty National Golf Course

(A dimensional diagram shall be submitted with this application and shall include a discharge site, spectator viewing area(s), parking area and fallout area)

DATE AND HOURS OF DISPLAY: 7/12/18 Approx: 9:30 PM

DURATION OF DISPLAY: Approx. 10 minutes

NAME OF PERSON(S) IN CHARGE (ON SITE) --LOADING/DISCHARGING FIREWORKS:  
David Albitz

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:  
Rt. 78 to Bay View Ave to Caven Point Road.

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:  
No storage required.

LIST SIZE AND QUANTITY OF FIREWORKS ON THIS FORM BELOW:

|                        |        |                 |
|------------------------|--------|-----------------|
| Size: 2.5" Shells      | inches | Quantity: 240   |
| Size: 3" Shells        | inches | Quantity: 204   |
| Size: 4" Shells        | inches | Quantity: 66    |
| Size: Multi Shot Cakes | inches | Quantity: 13    |
| Size: _____            | inches | Quantity: _____ |
| Size: _____            | inches | Quantity: _____ |
| Size: _____            | inches | Quantity: _____ |
| Size: _____            | inches | Quantity: _____ |
| Size: _____            | inches | Quantity: _____ |

NOTE: THE USE OF 12 INCH AND LARGER FIREWORKS ARE PROHIBITED IN THE CITY OF JERSEY CITY.

THE FOLLOWING IS ALSO REQUIRED WITH THIS APPLICATION:

1. Copy of insurance in a sum of not less than \$1,000,000 conditioned for the payment of all damages incurred.
2. A Hold-Harmless agreement for the City of Jersey City.
3. Check made payable to: "Treasurer, City of Jersey City " for all required fees.
4. Certificate of Fitness, by the employer, for each person who will do the actual discharging of the fireworks.
5. Copies of all permits, letters of permission or acknowledgements for the display from all other agencies having jurisdiction, e.g., FAA, US Coast Guard, Port Authority of NY & NJ, NJ State Park Service etc.

APPLICANT NAME: D&M Fireworks, LLC / David Albitz

ADDRESS: PO Box 503, Bally, PA 19503

APPLICANT'S SIGNATURE: *David Albitz* DATE: 6/8/18  
(Signature acknowledges receipt of Jersey City Fire Department's "Guidelines for Display of Fireworks")

APPROVALS:

FIRE OFFICIAL \_\_\_\_\_ DATE \_\_\_\_\_

CHIEF OF POLICE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*UPON APPROVAL\*\*\*  
FORWARD TO LAW DEPARTMENT FOR CITY COUNCIL RESOLUTION





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2018

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

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

| <b>PRODUCER</b><br>Britton Gallagher<br>One Cleveland Center, Floor 30<br>1375 East 9th Street<br>Cleveland OH 44114 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101<br>E-MAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------------|-------|-----------------------------------------------|-------|------------------------------------|-------|------------------------------------------|--|-------------|--|-------------|--|
| <b>INSURED</b> 6992<br>D & M Fireworks LLC<br>P.O. Box 503<br>Bally PA 19503                                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B :Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C :Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER D :Liberty Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :Everest Indemnity Insurance Co. | 10851 | INSURER B :Everest National Insurance Company | 10120 | INSURER C :Maxum Indemnity Company | 26743 | INSURER D :Liberty Insurance Corporation |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER A :Everest Indemnity Insurance Co.                                                                           | 10851                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER B :Everest National Insurance Company                                                                        | 10120                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER C :Maxum Indemnity Company                                                                                   | 26743                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER D :Liberty Insurance Corporation                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER E :                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |
| INSURER F :                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                            |       |                                               |       |                                    |       |                                          |  |             |  |             |  |

**COVERAGES      CERTIFICATE NUMBER: 219979392      REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                | ADDL INSR | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | S18GL00244-171          | 11/20/2017              | 11/20/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                   |           |          | S18CA00014-171          | 11/20/2017              | 11/20/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                      |
| C        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                                                    |           |          | EXC6017512-07           | 11/20/2017              | 11/20/2018              | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$                                                                                                                                                                          |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                    |           | N/A      | WC5-33S-352348-017 (NJ) | 11/17/2017              | 11/17/2018              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                             |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Liberty National Golf Course Fireworks  
 Display Date: 7/12/18 Rain Date: TBD  
 Location: Liberty National Golf Course 100 Caven Point Rd. Jersey City, NJ  
 City of Jersey City, its officers and employees as their interests may appear are additionally insured in regards to above listed display.

|                                                                                              |                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>City of Jersey City<br>280 Grove Street<br>Jersey City NJ 07302 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Page Five  
BULLETIN MEL 15-08

### FIREWORKS DISPLAY

### HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of City of Jersey City  
and D&M Fireworks, LLC (Contractor).

**WITNESSETH:**

1. D&M Fireworks, LLC \_\_\_\_\_ (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of City of Jersey City from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$500,000

General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella Liability: \$4,000,000

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: Liberty National GC Fireworks Date: 7/12/18 Rain Date: TBD

Dated: 6/8/18 Signed:   
(Contractor)

Witness: 



U.S. Department  
of Transportation

Eastern Service Center  
Operations Support Group  
AJV-E2

1701 Columbia Ave.  
College Park, GA 30337

## FIREWORKS DISPLAY NOTIFICATION

Company Name: D&M Fireworks, LLC

Email Address of Person Submitting Request: dave@dmfireworks.com

Cell Phone Number for On-Site Technician: 610-656-1575

Event Name: Liberty National GC

Display Date: 7/12/18 Rain Date: TBD

Display Start Time: Approx. 9:00 PM

Duration of Fireworks Display: Approx. 30 minutes

Max Height of Fireworks: 400'

Address, City and State: 100 Caven Point Rd. Jersey City, NJ

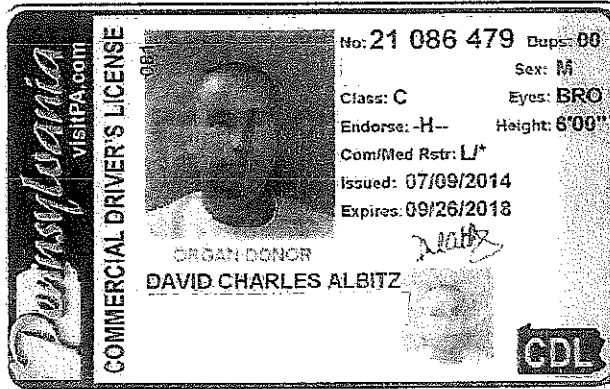
Latitude: 40° 41'47.00" (North) Longitude: 74° 04'10.00" (West)

List the Closest Public Use Airport Within 5 Nautical Miles of the Display if the Fireworks Will Reach or Exceed 500 Ft. \_\_\_\_\_

Special Notes \_\_\_\_\_

**Please email your request to:**

**9-ATO-ESA-OSG-Fireworks@faa.gov**



Form MCSA-5876 (Revised 12/09/2015)

OMB No. 2126-0006 Expiration Date: 8/31/2018

**Public Burden Statement**  
 A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to average approximately 1 minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Office, Federal Motor Carrier Safety Administration, MC-RTA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation  
 Federal Motor Carrier  
 Safety Administration

**Medical Examiner's Certificate**  
 (for Commercial Driver Medical Certification)

I certify that I have examined Last Name: Albitz First Name: David In accordance with (please check only one):

- the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply) OR
- the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations); and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):

- Wearing corrective lenses
- Wearing hearing aid
- Accompanied by a \_\_\_\_\_, waiver/exemption.
- Accompanied by a Skill Performance Evaluation (SPE) Certificate
- Driving within an exempt intracity zone (49 CFR 391.62) (Federal)
- Qualified by operation of 49 CFR 391.64 (Federal)
- Grandfathered from State requirements (State)

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date

3/16/19

|                                                                                          |                                                                                                                                                                                                                                                     |                                               |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Medical Examiner's Signature<br>                                                         | Medical Examiner's Telephone Number<br><u>610-427-4919</u>                                                                                                                                                                                          | Date Certificate Signed<br><u>3/16/18</u>     |
| Medical Examiner's Name (please print or type)<br><u>Megan Milligan PA-C</u>             | <input type="radio"/> MD <input checked="" type="radio"/> Physician Assistant <input type="radio"/> Advanced Practice Nurse<br><input type="radio"/> DO <input type="radio"/> Chiropractor <input type="radio"/> Other Practitioner (specify) _____ |                                               |
| Medical Examiner's State License, Certificate, or Registration Number<br><u>MA058105</u> | Issuing State<br><u>PA</u>                                                                                                                                                                                                                          | National Registry Number<br><u>4098092063</u> |

|                                                                               |                                                  |                                                                                                 |
|-------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Driver's Signature<br>                                                        | Driver's License Number<br><u>21 086 479</u>     | Issuing State/Province<br><u>PA</u>                                                             |
| Driver's Address<br>Street Address: <u>626 CHESTNUT ST</u> City: <u>BALLY</u> | State/Province: <u>PA</u> Zip Code: <u>19503</u> | CLP/CDL Applicant/Holder<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

ES-P-167 (R-7-03)



NEW JERSEY DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE  
PO BOX 386, TRENTON, NJ 08625-0386

AUDIT NO.  
8481

PERMIT TO USE EXPLOSIVES

Grade: P  
Fee: \$200

Expiration Date: 3/31/2019  
Permit Number: 003244

David Albitz  
626 Chestnut St  
Bally, PA 19503

DocuSign Envelope ID: 9B17069F-933C-4FE4-B1FC-CF066F3F2315

Black Top

280' Radius Fallout Area

Firework Setup Area

Hudson River Waterfront Walk

© 2017 Google

Google Earth

Year Guide 1995

Imagery Date: 6/25/2016 40°41'49.48" N 74°03'06.98" W elev 0 ft eye alt 1651

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

City Clerk File No. Res. 18-644

Agenda No. 10.Z.42

Approved: JUN 27 2018



**TITLE: A RESOLUTION CONDEMNING THE FEDERAL GOVERNMENT'S TREATMENT OF MIGRANT FAMILIES, AND IN SUPPORT OF THE KEEPING FAMILIES TOGETHER ACT**

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

**WHEREAS**, the United States federal government instituted a “zero tolerance” immigration policy in April of this year, detaining and prosecuting all those who cross the southern border into the country as criminals, regardless of whether they arrived here seeking asylum; and,

**WHEREAS**, as articulated by numerous federal government officials, this new “zero tolerance” policy included a directive that, as families awaited adjudication of their immigration status, migrant children must be detained separately from their parents, which was clearly done with the grotesque intent to generate political leverage to change immigration laws, effectively turning refugee children into political pawns; and,

**WHEREAS**, not only was this practice unnecessarily cruel, but too often these families were separated under the false pretense that children are being taken to bathe or go play, with parents coming to realize only hours later that their children, some as young as only three months old, had been removed indefinitely, sometimes to shelters hundreds or even thousands of miles away; and,

**WHEREAS**, on June 20, 2018, the President signed an executive order halting the family separation practice, but in doing so enshrined a policy of mass and indefinite detention for all migrant families, including asylum-seekers, and did nothing to reunite the thousands of children already separated from their families; and,

**WHEREAS**, according to the United States Office of Refugee Resettlement, more than 2,500 children had been separated from their parents since being apprehended at the border, an average rate of more than 40 children per day, with no established plan for tracking, record-keeping, or reunification; and,

**WHEREAS**, this policy of child separation has been roundly condemned by a variety of political and apolitical groups, including the American Medical Association, which noted that childhood trauma and the experiences that result from inhumane treatment creates lifelong negative health impacts; and,

**WHEREAS**, in response to this failure of moral leadership at the highest levels of government, Members of Congress have introduced numerous pieces of legislation to stop the abhorrent act of family separation, and to reunite those families who have been ripped apart, including Senate Bill 3036, the Keeping Families Together Act, which advocates for both family unification and against the practice of mandatory, indefinite detention; and,

**WHEREAS**, in defiance of the relentless stream of inhumane policies being churned out by the President's administration, state and local leaders have used what power they have to resist supporting them, including refusal to send state National Guard units to border states to assist in mass detention efforts; and

TITLE:

**A RESOLUTION CONDEMNING THE FEDERAL GOVERNMENT'S TREATMENT OF MIGRANT FAMILIES, AND IN SUPPORT OF THE KEEPING FAMILIES TOGETHER ACT**

**WHEREAS**, while individual municipalities have little recourse in countering the federal government's continued recklessness, the National Conference of Mayors has unanimously passed a resolution condemning the family separation policy and the irreversible emotional trauma it has already done to literally thousands of families; and,

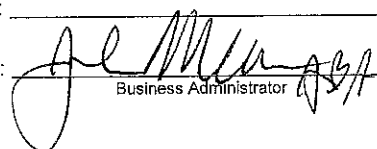
**WHEREAS**, this issue is especially pertinent for the leadership and the residents of Jersey City, America's most diverse City, and the home of the Statue of Liberty, whose inscription by Emma Lazarus proclaims, "Here at our sea-washed, sunset gates shall stand / A mighty woman with a torch, whose flame / Is the imprisoned lightning, and her name / Mother of Exiles. From her beacon-hand / Glows world-wide welcome;"

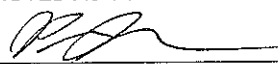
**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that the Trump administration's former policy of separating migrant children from their families, and current policy of prosecuting and indefinitely detaining all migrant families, is hereby condemned in the strongest of terms, as it represents a profound moral failure and is not representative of the values that this nation was founded upon;

**BE IT FURTHER RESOLVED** that the City of Jersey City supports the passage of Senate Bill 3036, the Keeping Families Together Act, in the hopes that we as a nation never inflict this kind of evil upon vulnerable children and families ever again, and supports any and all efforts to reunify the thousands of families who have been ripped away from one another in a heartless attempt by our President to score a political win.

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required


**APPROVED 8-0**

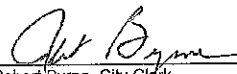
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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. 18-645  
 Agenda No. 10.Z.43  
 Approved: JUN 27 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO 272 GROVE STREET URBAN RENEWAL, LLC**

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

**WHEREAS**, the City of Jersey City ("City"), through the Jersey City Youth Works Program, sponsors programs and coordinates recreational activities; and

**WHEREAS** the Jersey City Youth Works Program requires the use of facilities owned by certain nonprofit organizations and public agencies; and

**WHEREAS**, the Jersey City Youth Works Program desires to use the property at 201 Montgomery Street that is owned by 272 Grove Street Urban Renewal, LLC as a professional development site; and

**WHEREAS**, the Jersey City Youth Works Program desires to use 201 Montgomery Street for one day on June 28, 2018; and

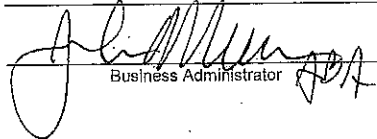
**WHEREAS**, the 272 Grove Street Urban Renewal, LLC agrees to permit the City to use its facility on the condition that the City provides a Certificate of Insurance that names the 272 Grove Street Urban Renewal, LLC as an additional insured; and

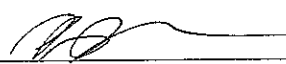
**WHEREAS**, it is in the best interests of the City to provide a Certificate of Insurance to the 272 Grove Street Urban Renewal, LLC so that the City can use the facility to offer programs that benefit the citizens of Jersey City.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Risk Manager is authorized to issue the 272 Grove Street Urban Renewal, LLC a Certificate of Insurance that names the Grove Street Urban Renewal, LLC as an additional insured.

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18 |         |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|---------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE     | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓       |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓       |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSTAIN |     |      | 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 B. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO 272 GROVE STREET URBAN RENEWAL, LLC**

**Initiator**

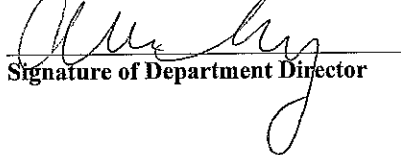
|                     |                     |                   |
|---------------------|---------------------|-------------------|
| Department/Division | Office of the Mayor |                   |
| Name/Title          | Luis Pacheco        | Aide to the Mayor |
| Phone/email         | (201) 547-5511      | lpacheco@jcnj.org |

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

**Resolution Purpose**

To continue and support the Jersey City Youth Works Initiative, which includes the Jersey City Summer Internship Program and the Saturday Jumpstart Program. The programs are designed to help Jersey City youth obtain access to a wide array of high-quality internships and career enrichment opportunities.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/26/18  
Date

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

City Clerk File No. Res - 18-646

Agenda No. 10.Z.44

Approved: JUN 27 2018

TITLE:



**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION  
ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO  
PROVIDE WASTE AND RECYCLING COLLECTION SERVICES TO  
THE JERSEY CITY PUBLIC SCHOOLS**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services to each other; and

**WHEREAS**, the Jersey City Public Schools (School District) requires waste and recycling collection services for each of its schools and other facilities; and

**WHEREAS**, the City of Jersey City (City) through its Department of Public Works can provide these services to the School District; and

**WHEREAS**, the City will provide these services at no cost to the School District; and

**WHEREAS**, the term of the Shared Services Agreement shall be for three (3) years effective as of July 1, 2018 and ending on June 30, 2021; and

**WHEREAS**, the City and the School District desire to enter into a Shared Services Agreement for the City to provide the School District with waste and recycling collection services.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the Jersey City Public Schools (School District) for providing the School District with waste and recycling collection services subject to the following minimum terms and conditions:
  - a. The term of the Agreement shall be for three (3) years effective as of July 1, 2018 and ending on June 30, 2021.
  - b. The City shall provide the services at no cost to the School District;
2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and

TITLE:

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE WASTE AND RECYCLING COLLECTION SERVICES TO THE JERSEY CITY PUBLIC SCHOOLS**

- 3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RR  
6-27-18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RR.  
6-27-18

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |        |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|--------|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓      |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓      |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ABSENT |     |      | 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 SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE WASTE AND RECYCLING COLLECTION SERVICES TO THE JERSEY CITY PUBLIC SCHOOLS**

**Project Manager**

|                     |                |                        |
|---------------------|----------------|------------------------|
| Department/Division | Administration |                        |
| Name/Title          | Brian Platt    | Business Administrator |
| Phone/email         | 547-5147       | BPlatt@jcnj.org        |

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

**Contract Purpose**

The Jersey City Public Schools (School District) requires waste and recycling collection services for each of its schools and other facilities. The City through its Department of Public Works can provide these services to the School District. The City and the School District desire to enter into a Shared Services Agreement for the City to provide the School District with waste and recycling collection services.

**Cost (Identify all sources and amounts)**

[Empty box for cost information]

**Contract term (include all proposed renewals)**

Three (3) years effective July 1, 2018 thru June 30, 2021.

Type of award

If "Other Exception", enter type

**Additional Information**

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

## **AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the **CITY OF JERSEY CITY** ("City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **JERSEY CITY PUBLIC SCHOOLS** ("School District"), a public corporation of the State of New Jersey, with offices at 346 Claremont Avenue, Jersey City, NJ 07305.

### **Recitals**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services to each other; and

**WHEREAS**, the School District's contract for the provision of waste and recycling collection services at all of its facilities expires on June 30, 2018; and

**WHEREAS**, the City through its Department of Public Works is able to provide the School District with waste and recycling collection services; and

**WHEREAS**, the City and the School District desire to enter into a Shared Services Agreement for the City to provide the School District with waste and recycling collection services; and

**WHEREAS**, the term of the Shared Services Agreement shall be three (3) years beginning on July 1, 2018 and ending on June 30, 2021.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

### **Article 1** **Purpose of Agreement**

The purpose of this Agreement is for the City to provide waste and recycling collection services to the School District.

Article 2  
Scope of Services

The City shall:

1. Provide waste and recycling services at all School District facilities identified on Exhibit A attached hereto and incorporated herein by reference.
2. Provide the services Monday through Saturday each month during the term of this Agreement. Garbage and recycling collection services will take place during the hours of 10:00 p.m. to 6:00 a.m.
3. Attempt to provide a more cost efficient and sustainable service for the School District's facilities.
4. Provide data regarding the amount of waste and other materials collected from the School District for public review.
5. Provide all necessary vehicles, containers, and other equipment and materials required for the safe and clean collection of waste, recyclables, and compost materials from all schools.
6. Only collect waste and recycling from the School District and will not utilize the designated trucks to collect from any other business, residence or entity while on the School District collection route.
7. Maintain an open line of communication with School District's Business Administrator should there be any collection issues such as emergencies, street closures, damaged containers, etc.

The School District shall:

1. Work with the City to develop a composting program to begin no later than January 1, 2019.
2. Improve and expand the collection of recyclable materials and divert at twenty (20) percent of waste by weight through recycling by the end of 2019 and twenty-five (25) percent by the end of 2020.
3. Coordinate an outreach campaign for recycling and composting in collaboration with individual schools, student groups, and other outside community groups.

4. Properly source separate all recyclable materials prior to placing out for collection, i.e., mixed paper (tied up or in a box) and commingled materials (loose in a barrel or in a clear bag).

**Article 3**  
**Term of Agreement**

The term of this Agreement shall be three (3) years beginning on July 1, 2018 and ending on June 30, 2021.

**Article 4**  
**Compensation and Payment**

1. The City shall provide the services at no cost to the School District provided the scope of services does not change or increase significantly.

**Article 5**  
**Contractual Relationship**

1. In performing the services under this Agreement, City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the School District. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all services are adequate and appropriate for the purposes intended.

**Article 6**  
**Arbitration**

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon 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. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.



**Article 7**  
**Assignment**

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heir, executors, legal representatives and assigns.

**Article 8**  
**Choice of Law**

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

**Article 9**  
**Modification**

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

**Article 10**  
**Entire Agreement**

This Agreement constitutes the entire Agreement between the City and the School District. 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 herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

**Article 11**  
**Counter-Parts**

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

**Article 12**  
**Paragraph Headings**

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

**Article 13**  
**Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

**Article 14**  
**Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

**Article 15**  
**Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex age or national origin and affirmative action will be taken to insure that applicants are employed without regard to their race, color, religion, sex age or national origin. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, religion, sex, age or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination

under any program or activity made possible by or resulting from this Agreement.

**Article 16**  
**Notice**

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

**City of Jersey City**  
**Business Administrator**  
**City Hall-280 Grove Street**  
**Jersey City, NJ 07302**

**School District**  
**Business Administrator**  
**346 Claremont Avenue**  
**Jersey City, NJ 07305**

**Article 17**  
**Indemnification**

1. Each Party shall maintain such insurances as will protect it and the other Party from all claims. These insurances shall include general liability, public liability, personal injury, including death, automobile and property damage which may arise from operations under this agreement. Said certificates of insurance shall be filed upon the execution of this Agreement. The maintenance of insurance shall not relieve either Party from any liability for injury, death and/or property damage which is greater than the insurance coverage.
2. Each Party agrees to indemnify, defend and hold harmless the other Party and their directors, elected and appointed officials, employees, agents, successors and assigns from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) they may suffer as the result of any claims, demands, actions, suits or judgments against them, including by a third party, resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party. Each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance in connection with such defense and settlement.
3. No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the City, in his or her individual capacity, and neither the officers, agents or employees of the City nor any official executing this Shared Services Agreement shall be

liable personally on this Share Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOLS**

\_\_\_\_\_  
**School District Superintendent**

RR  
6-27-18

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

City Clerk File No. Res. 18-647

Agenda No. 10.Z.45

Approved: JUN 27 2018

TITLE: **A RESOLUTION SUPPORTING WORKING PEOPLE IN EXERCISING THEIR RIGHTS TO JOIN TOGETHER IN STRONG UNIONS**



**COUNCIL PRESIDENT LAVARRO** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, it is our belief that all families should have the means to thrive in safe, healthy communities; and,

**WHEREAS**, the working people who make our city run ought to have good jobs that can support families; and,

**WHEREAS**, over the last forty years, working people have become more productive than ever, yet real wages are declining and CEOs make more than ever before, 347 times more than their average employee; and,

**WHEREAS**, public workers organizing together have been at the forefront of peoples' struggles for racial, gender, and economic justice throughout our history, including the teacher walkouts this year; and,

**WHEREAS**, still today, people across the country and in our city struggle for a high quality of life for their families and some basic freedoms: the freedom from discrimination, the freedom from degrading work conditions, and the freedom to come together in strong unions to improve their place of work; and,

**WHEREAS**, the collective nature of unions gives people – particularly women and people of color – a powerful voice for union members, their families, and their communities, and ensures they are treated with dignity and respect at work; and,

**WHEREAS**, when people join unions, they gain the power in numbers to raise wages and improve benefits like health care for themselves, their families, and all of our communities; and,

**WHEREAS**, people working collectively in unions have won victories like ending child labor, creating the 40-hour work week, overtime pay, and health and safety standards, as well as advanced policies especially important to women like paid leave, earned sick time, and reducing the gender pay gap; and,

**WHEREAS**, when people can negotiate collectively for strong contracts, higher wages, and safer, dignified working conditions, all of us benefit, our communities are stronger and our entire economy is more fair; and,

**WHEREAS**, the Supreme Court of the United States decided in favor of billionaire CEOs and corporate special interests in its 5-4 ruling on the case *Janus v. AFSCME Council 31*;

TITLE:

**A RESOLUTION SUPPORTING WORKING PEOPLE IN EXERCISING THEIR RIGHTS TO JOIN TOGETHER IN STRONG UNIONS**

**WHEREAS**, the *Janis* ruling overturned decades of precedent and undermines the freedom of millions of working people, especially women and communities of color, to join together in strong unions; and,


**WHEREAS**, that those who work in public service, including nurses, teachers, firefighters, social workers, 9-1-1 operators, are more determined than ever to stick together in their unions; and,

**WHEREAS**, the City of Jersey City provides services to all of its residents because of the hard work of our neighbors who work in public service, providing health care, educating our children, putting out fires, fixing our potholes, picking up our trash, and more;

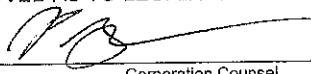
**NOW, THEREFORE, BE IT RESOLVED**, that the Members of the Jersey City Municipal Council support the freedom of all city employees to exercise their right to a voice and dignity on the job through joining together in strong unions.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

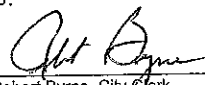
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.27.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        |     | ABSENT |      | 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 SUPPORTING WORKING PEOPLE IN EXERCISING THEIR RIGHTS TO JOIN TOGETHER IN STRONG UNIONS**

**Initiator**

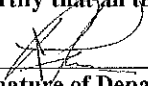
|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Department/Division | Council Office  |                   |
| Name/Title          | Rolando Lavarro | Council President |
| Phone/email         | (201) 547 5268  | RLavarro@jcnj.org |

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

**Resolution Purpose**

This resolution expresses disapproval of the June 27, 2018 ruling on the Janus v. AFSCME Council 31 case by the Supreme Court of the United States, and reaffirms the City's commitment to supporting union employees.

I certify that all the facts presented herein are accurate.

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

June 27, 2018  
Date