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 2019 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and

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

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals $284,280,422.

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:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ACCOUNT:</th>
<th>FROM:</th>
<th>TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASING O/E</td>
<td>20-102</td>
<td>$25,000</td>
<td>$35,000</td>
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<tr>
<td>MUNICIPAL COUNCIL O/E</td>
<td>20-123</td>
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<td>FIRE O/E</td>
<td>25-205</td>
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<td>PUBLIC DEFENDER O/E</td>
<td>43-495</td>
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<td>MANAGEMENT &amp; BUDGET O/E</td>
<td>20-101</td>
<td>$60,000</td>
<td>$80,000</td>
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<tr>
<td>COMPREHENSIVE CANCER CONTROL</td>
<td>GRANT</td>
<td>$0</td>
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<td>OLPH-STD</td>
<td>GRANT</td>
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<tr>
<td>PEER GROUPING</td>
<td>GRANT</td>
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<td>HCOS- PUBLIC LIBRARY</td>
<td>GRANT</td>
<td>$0</td>
<td>$500,000</td>
</tr>
<tr>
<td>SUMMER FOOD PROGRAM</td>
<td>GRANT</td>
<td>$0</td>
<td>$711,126</td>
</tr>
<tr>
<td>SOLAR POWER PROJECT DEVELOPMENT</td>
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<td>$0.00</td>
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<tr>
<td>TOTAL INCREASE</td>
<td></td>
<td></td>
<td>$1,898,126</td>
</tr>
</tbody>
</table>

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

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td>SOLOMON</td>
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<td></td>
<td></td>
<td>WATTERMAN</td>
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<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

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

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>ROZANI PELC-PENTEADO</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4964</td>
<td><a href="mailto:PELCR@JCNJ.ORG">PELCR@JCNJ.ORG</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of February 27, 2019, the Municipal Council of the City of Jersey City introduced and approved the Historic Downtown Special Improvements District following budget for the period July 1, 2019 through June 30, 2020, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on April 10, 2019; and

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

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

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertised; 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 Historic Downtown 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 $637,000.00 for the Historic Downtown Special Improvement District for the period July 1, 2019 through June 30, 2020, which sum shall be raised by taxation during the period July 1, 2019 through June 30, 2020.
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 Historic Downtown Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED:

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

CITY CLERK

Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>RODRIGUEZ</td>
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<tr>
<td>PRZNIK</td>
<td>✓</td>
<td></td>
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<td>RIVERA</td>
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<td>WATTERMAN</td>
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<tr>
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<td>LAVARRO, PRES.</td>
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</table>

✓ Indicates Vote

N.V.: Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
### Ordinary Income/Expense

#### Revenues

<table>
<thead>
<tr>
<th>Item</th>
<th>2019-2020 Budget</th>
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<tbody>
<tr>
<td>Assessment</td>
<td>$315,000.00</td>
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<tr>
<td>Commerce Permit Fees Reimbursed</td>
<td>$3,000.00</td>
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<tr>
<td>Farmers’ Market Fees</td>
<td>$165,000.00</td>
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<tr>
<td>Flower - Donations</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Groove on Grove Vendor Fees</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>Halloween Vendor Fees</td>
<td>$250.00</td>
</tr>
<tr>
<td>Holiday Market Vendor Fees</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>JOBST Vendor Fees</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Street Fair Raffle/Rides</td>
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<tr>
<td>Street Fair Vendor Fees</td>
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<tr>
<td><strong>Total Private</strong></td>
<td><strong>$518,350.00</strong></td>
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<tr>
<td>Grants (Sponsorships)</td>
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</tr>
<tr>
<td>Farmers Market Sponsorship</td>
<td>$19,500.00</td>
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<tr>
<td>Groove on Grove Sponsorship</td>
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<tr>
<td>Halloween Sponsorship</td>
<td>$1,500.00</td>
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<tr>
<td>Holiday Decor Sponsorship</td>
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<tr>
<td>Street Fair Sponsorship</td>
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<td><strong>Total Grants</strong></td>
<td><strong>$118,500.00</strong></td>
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<td><strong>Total Revenues</strong></td>
<td><strong>$636,850.00</strong></td>
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<td><strong>Total Income</strong></td>
<td><strong>$636,850.00</strong></td>
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<td><strong>Gross Profit</strong></td>
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#### Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>2019-2020 Budget</th>
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</thead>
<tbody>
<tr>
<td>Meetings &amp; Travel</td>
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<tr>
<td>Meals &amp; Food for Meetings</td>
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<td>Meeting Materials (Part of Office Expenses)</td>
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<td>Meeting &amp; Travel - Other (Part of Office Expenses)</td>
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<tr>
<td>Parking</td>
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<td>Transportation</td>
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<tr>
<td>Rent</td>
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<tr>
<td>Utilities</td>
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<td>Professional Services</td>
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<td>Accountant - Audit</td>
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<tr>
<td>Accountant - Bookkeeping, Payroll &amp; Tax Preparation</td>
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<tr>
<td>Architect</td>
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<tr>
<td>Fees (Bank &amp; Square)</td>
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<tr>
<td>Postage &amp; PO Box Rental</td>
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<td>Insurance</td>
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<td>Dental Insurance</td>
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<td>D&amp;O Insurance</td>
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<td>General Liability</td>
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<td>Workers Compensation</td>
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<td>Payroll Expense</td>
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<td>Federal Unemployment</td>
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<td>Medicare Tax</td>
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<td>NJ - Disability Tax</td>
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<td>NJ - Unemployment Tax</td>
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<td>NJ - WF/SWF Company</td>
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<td>Administration</td>
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<td>Wages</td>
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<td>Overtime</td>
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<td>Dues/Subscriptions</td>
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<td>Telephones</td>
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<td>Cell Phones</td>
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<tr>
<td>Internet/Office phone</td>
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<tr>
<td>Office Expenses &amp; Supplies</td>
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<tr>
<td>Events/Marketing/Promotions</td>
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<tr>
<td>Banners</td>
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<tr>
<td>Equipment Rental</td>
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<td>Grand Openings</td>
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<td>Holiday Lights</td>
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<tr>
<td>Lighting</td>
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PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 HISTORIC DOWNTOWN SID

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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</thead>
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<tr>
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<td>Marketing Design</td>
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<tr>
<td>65</td>
<td>Music</td>
<td>$4,000.00</td>
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<td>66</td>
<td>PATH Ads</td>
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<tr>
<td>67</td>
<td>Performer/Entertainment</td>
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<tr>
<td>68</td>
<td>Permits</td>
<td>$4,000.00</td>
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<tr>
<td>69</td>
<td>Printing/Promotions/Advertising</td>
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<tr>
<td>70</td>
<td>Photography/Video</td>
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<tr>
<td>71</td>
<td>Security</td>
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<tr>
<td>72</td>
<td>Sound/Staging</td>
<td>$14,000.00</td>
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<tr>
<td>73</td>
<td>Sponsorships</td>
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<td>74</td>
<td>Staffing for Events</td>
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<tr>
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<td>Tent Rentals</td>
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<td>Web Promotion</td>
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<td>Website</td>
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<td>Operations</td>
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<td>Clean Team Supplies</td>
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<td>Landscaping</td>
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<td>Uniforms</td>
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<td>83</td>
<td>Total Expense</td>
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<td>86</td>
<td>Other Income/Expense</td>
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<td>Interest Income</td>
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<tr>
<td>Net Reserves</td>
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</tbody>
</table>

A public hearing on the Historic Downtown Special Improvement District FY2019 Budget as introduced February 27, 2019, will be held Wednesday, April 10, 2019 at 6:00 P.M. at City Hall in the Anna & Anthony R. Corci Memorial Council Chambers, 200 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk
Steven Fulop, Mayor
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 ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the City Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Byrne</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyrne@jcnj.org">rbyrne@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201 547-5149</td>
</tr>
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</table>

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

Resolution Purpose
ADOPTING AND RATIFYING 2019-2020 BUDGET FOR THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on March 3, 2019 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Historic Downtown 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 April 10, 2019, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

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

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

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the Historic Downtown 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

[Signatures]

APPROVED AS TO LEGAL FORM

[Signatures]

Certification Required □ Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZAREY</td>
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N.V.-Not Voting (Abstain)

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

[Signatures]
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 ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator
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<td>Robert Byrne</td>
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<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyme@cnj.org">rbyme@cnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose
TO ACCEPT THE 2019 ASSESSMENT ROLL FOR THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
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Total Bill Amt: $315,001.00
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 Historic Downtown 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, March 27, 2019 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

RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE CENTRAL AVENUE 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 92-087 the City of Jersey City established the Central Avenue Special Improvement District (CASID) to be operated by the Central Avenue 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 the 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 Central Avenue Special Improvement District has submitted its 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the Central Avenue Special Improvement District, attached hereto as Exhibit A, was approved by the Central Avenue Special Improvement District at its March 12, 2019 meeting:

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

3. The Tax Assessor is directed to do the following:
APR 15 2019

(a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and

(b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

(a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;

(b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;

(c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and

(d) at least 10 days before the date of the scheduled hearing:

(i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;

(ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and

(iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2019.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

[Signature]

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>BOGGIANO</td>
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☑ Indicates Vote

N.V.-Not Voting (Abstained)

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

[Signature]

Ronald R. Lavalle, 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 (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE CENTRAL AVENUE 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

<table>
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<th>Department/Division</th>
<th>Office of the City Clerk</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Byrne</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyrne@jeni.org">rbyrne@jeni.org</a></td>
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City Clerk
201 547-5149

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

Resolution Purpose

INTRODUCING 2019-2020 BUDGET FOR THE CENTRAL AVENUE DOWNTOWN SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Central Avenue SID Budget for FY20

Central Avenue SID Management Corporation
366 Central Avenue, Suite 201 Jersey City NJ 07307
Ph: 201.656.1366 Fx: 201.656.4037

Fiscal Year Budget July 1, 2019 - June 30, 2020

Note: General members of the CASID voted on, and adopted, this budget at the Annual Meeting of the Corporation held at 6:00 PM on Tuesday, March 12, 2019 at 366 Central Avenue, Jersey City.

<table>
<thead>
<tr>
<th># Items</th>
<th>SID Assessment</th>
<th>Other Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 SID Assessment*</td>
<td>111,767</td>
<td>0</td>
<td>111,767</td>
</tr>
<tr>
<td>2 Public Funds (Municipal)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3 Grants</td>
<td>4,000</td>
<td>4,000</td>
<td>8,000</td>
</tr>
<tr>
<td>4 Unrestricted (i.e. private/sponsorships/fund raising, etc.)</td>
<td>27,288</td>
<td>27,288</td>
<td>54,576</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES =</strong></td>
<td>111,767</td>
<td>31,288</td>
<td><strong>$143,055</strong></td>
</tr>
</tbody>
</table>

**EXPENSES**

<table>
<thead>
<tr>
<th>Administrative Items</th>
<th>SID Assessment</th>
<th>Other Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Audit &amp; Accounting</td>
<td>2,670</td>
<td>0</td>
<td>2,670</td>
</tr>
<tr>
<td>6 Utilities and Rent</td>
<td>7,200</td>
<td>0</td>
<td>7,200</td>
</tr>
<tr>
<td>7 Equipment</td>
<td>1,500</td>
<td>0</td>
<td>1,500</td>
</tr>
<tr>
<td>8 Office Supplies</td>
<td>3,500</td>
<td>0</td>
<td>3,500</td>
</tr>
<tr>
<td>9 Telephone/Internet</td>
<td>2,100</td>
<td>0</td>
<td>2,100</td>
</tr>
<tr>
<td>10 Insurance (Director’s, General Liability)</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
</tr>
<tr>
<td>11 Other Professional Fees (i.e. legal, license.)</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
</tr>
<tr>
<td>12 Administrative Services &amp; Management</td>
<td>14,250</td>
<td>0</td>
<td>14,250</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>35,220</td>
<td>0</td>
<td><strong>$35,220</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Development/Marketing</th>
<th>SID Assessment</th>
<th>Other Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 Communications, Legal Notices, &amp; Advertising</td>
<td>1,000</td>
<td>12,000</td>
<td>13,000</td>
</tr>
<tr>
<td>14 Creative Placemaking &amp; Special Events</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
</tr>
<tr>
<td>15 Marketing and Public Relations Services</td>
<td>28,500</td>
<td>26,500</td>
<td>55,000</td>
</tr>
<tr>
<td>16 Public Affairs/ Support Services</td>
<td>14,250</td>
<td>300</td>
<td>14,550</td>
</tr>
<tr>
<td>17 Holiday Lighting/ Streetscape Decorations</td>
<td>15,000</td>
<td>0</td>
<td>15,000</td>
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<tr>
<td>18 Website</td>
<td>700</td>
<td>0</td>
<td>700</td>
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<tr>
<td><strong>Subtotals</strong></td>
<td>59,450</td>
<td>20,300</td>
<td><strong>$79,750</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Public Improvements</th>
<th>SID Assessment</th>
<th>Other Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>19 Landscaping/ Tree Planting</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
</tr>
<tr>
<td>20 Streetscape Fixtures</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>3,000</td>
<td>0</td>
<td><strong>$3,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sanitation</th>
<th>SID Assessment</th>
<th>Other Funding</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 Personal (i.e. cleaning of public spaces, trash cans, remove handbills, etc.)</td>
<td>16,101</td>
<td>7,988</td>
<td>24,089</td>
</tr>
<tr>
<td>22 Supplies (i.e. equipment, paint, etc.)</td>
<td>996</td>
<td>996</td>
<td>1,992</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>17,097</td>
<td>7,988</td>
<td><strong>$25,085</strong></td>
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</tbody>
</table>

**TOTAL EXPENSES =** 111,767 | 31,288 | **$143,055**

**REVENUE / EXPENSE SUMMARY**

<table>
<thead>
<tr>
<th>Revenues</th>
<th>SID Assessment</th>
<th>Private/other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$111,767</td>
<td>$111,767</td>
<td>$31,288</td>
<td><strong>$143,055</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>SID Assessment</th>
<th>Private/other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$111,767</td>
<td>$111,767</td>
<td>$31,288</td>
<td><strong>$143,055</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Excess / Deficiencies</th>
<th>SID Assessment</th>
<th>Private/other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$(0)</td>
<td>$(0)</td>
<td></td>
</tr>
</tbody>
</table>

*SID Assessment: Rate ($18.15) x Commercial Property Front Footage (total of 6,158 feet in the district) = $111,767
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 133 COTTAGE
STREET, A/K/A BLOCK 09401, LOT 00022 F/K/A BLOCK 589, LOT 15.A

COUNCIL

WHEREAS, on January 27, 2009, Gloria Mann and Darlene Lombardi ("Borrowers") executed
a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the
amount of $25,850.00 made under the HORP/SHRP Program; and

WHEREAS, the Mortgage was recorded in Book 1727S at Page 740 of the Register of Deeds
for Hudson County on March 11, 2009; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in
the property, does not sell the property, and that the property remain affordable to low and
moderate income households; and

WHEREAS, the mortgage affects property known as 133 Cottage Street, Jersey City, a/k/a.
block 09401, lot 00022 f/k/a block 589, lot 15.A; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter
and is requesting that the mortgage be discharged because five (5) years have passed since
the loan was made and the Borrowers have met all of the mortgage's requirements, and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage
from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to
execute a Discharge of Mortgage in the sum of $25,850.00 affecting 133 Cottage Street,
Jersey City, a/k/a block 09401, lot 00022 f/k/a block 589, lot 15.A.

AF/mma
3/28/19

APPROVED:  

APPROVED AS TO LEGAL FORM

Certification Required  
Not Required  

APPROVED  9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  4. 10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

Rafael 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: 130 Cottage Street, Jersey City, NJ 07306

Initiator

<table>
<thead>
<tr>
<th>Department/Division:</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title:</td>
<td>Bill Lenahan</td>
<td>Program Monitor/Grant Analyst</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>201-547-4728</td>
<td><a href="mailto:BLenahan@jcnj.org">BLenahan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 130 Cottage Street, Jersey City, NJ 07306
Old Block: 589    Lot: 15.A, New Block: 09401 Lot: 00022
HORP/SHRP Mortgage Amount: $25,850.00

Execution Date of HORP Mortgage: January 27, 2009
Recording Date of HORP Mortgage: March 11, 2009   Book: 17275 Page: 740

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: January 27, 2014
Maturity Date

- Satisfaction of HORP/SHRP Mortgage:

I certify that all the facts presented herein are accurate.

[Signature of Division Director]

[Signature of Department Director]
Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director – Division of Community Development
Date: March 7, 2019
Re: Signature Required on Documents for Recordation

Dear Director Cialone,

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

Gloria Mann & Darlene Lombardi
130 Cottage Street
Jersey City, NJ 07306

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,

[Signature]
Carmen Gandulla
Director

Cc: Hannah Bartges
To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director - Division of Community Development
Date: March 7, 2019
Re: Signature Required on Documents for Recordation

Gloria Mann & Darlene Lombardi
130 Cottage Street
Jersey City, NJ 07306

The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 1/27/2014. 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: Annisia Cialone, Director HEDC
    Carmen Gandulla, Director DCD
This Mortgage was prepared by:

MARY ANN BARILE
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 January 27, 2009 between

BORROWER

Resident dates: Gloria Mann & Darlene Lombardi
Address: 130 Cottage Street
City, State & Zip: Jersey City, NJ 07306
(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 ($25,850.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 1/27/2009 (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.
REPAYMENT SCHEDULE

If within the 1st 5 years 100%  
If with 6th year 80%  
If with 7th year 50%  
After the 10th year has ended 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 130 cottage Street
Municipal tax map designation: Block 589 Lot 15.A

(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 Citi Mortgage Inc. 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.
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 or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.

The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:

1. Remove, demolish, or materially alter any buildings or other improvements.
2. Remove any fixtures.
3. Give a security interest in any fixtures.
4. Assign any rights to the property, building or fixtures.

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the ten (10) years of the Mortgage, the pro-rated principal shall be paid to the Lender.
In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

**LENDER’S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

(a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.

(b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.

(c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.

(d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender’s failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

**LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

(a) To enter and take possession of the Property in a lawful way and manage the Property.

(b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.

(c) To start a court action known as foreclosure to take away all of the Borrower’s rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
(d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.

9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.

10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.

11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

\[\text{Signature}\] (Seal)

\[\text{Signature}\] (Seal)

\[\text{Signature}\]

WITNESSED OR ATTESTED BY:

\[\text{Signature}\]
CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey
County of Hudson

I am a Notary Public of NJ, an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 27 day of January, 2009. Gloria Mann, Notarized, appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person's act and deed for the uses and purposes expressed in this Document.

TO THE REGISTER OR CLERK,
County of Hudson:

Lender:
City of Jersey City

Record and return to:
City of Jersey City
Division of Community Dev.
30 Montgomery St., Rm 404
J.C. NJ 07302

[Signature]
Officer's Signature
Point, stamp, or type name and title directly beneath.

Z. Chevan P. Beizer
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 0, 2010
This Mortgage Note is made on January 27, 2009

BORROWER

Resident
Gloria Mann & Darlene Lombardi
Address
130 Cottage Street
City, State & Zip
Jersey City, NJ 07306

is borrowing money from

LENDER

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

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

1. PROMISE TO PAY: In return for a loan that which the borrower has received, the Borrower promises to pay to the order of the Lender the sum of Twenty Five Thousand, Eight Hundred and Fifty Dollars ($25,850.00) (from now on called the "Principal").

2. INTEREST: This indebtedness is a deferred payment mortgage. There will be no interest accrued on this mortgage. This mortgage shall be forgiven, without interest or penalties at the end of the tenth year after the signing of this Note provided that the Borrower has complied with all terms and conditions of this Mortgage Note and the Mortgage.

3. MORTGAGE TO SECURE PAYMENT: The Lender has been given a Mortgage dated 1/27/09, by the Borrower, to protect the Lender if the promises made in this Note are not kept. The Borrower agrees to keep all promises made in the Mortgage covering property the Borrower owns located at 130 Cottage Street, in the City of Jersey City in the County of Hudson and the State of New Jersey (from now on called the "Property"). All terms of the Mortgage are made part of this Note.
4. **TERMS AND CONDITIONS:** The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The ten year term shall begin on the date the Borrower receives proper certification that the property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the ten year term that the Borrower vacates or transfers title to the Property. The Mortgage Note amount will be forgiven at the end of the ten year term.

5. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

(a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.

(b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.

(c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.

(d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

6. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

(a) To enter and take possession of the Property in a lawful way and manage the Property.

(b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.

(c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.

(d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

7. **WAIVER OF FORMAL ACTS:** The Lender is not required to do any of the following before enforcing the Lender's rights under this Note:

(a) to demand payment of amounts due (called "presentment");
(b) to notify or give notice to the Borrower of nonpayment (called "notice of dishonor"); and

(c) to obtain an official certified statement showing nonpayment (called a "protest").

8. RESPONSIBILITY UNDER THE NOTE: If more than one Borrower signs this note each one is obligated to pay the amount due under the Note. This Note is binding on all Borrowers and all those who lawfully succeed to their obligations under this Note or guarantee their obligations under this note. The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

9. MODIFICATIONS OF THIS NOTE: This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

10. NOTICES: All notices under this Mortgage Note must be in writing. They may be given by (a) Personal delivery or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage Note. Either party may notify the other of a change of address.

11. LAW: This contract is made under and shall be governed by the laws of the State of New Jersey.

12. SIGNATURES: The Borrower agrees to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate seal is affixed.

THE OWNER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHANGE OR CHARGE.

Signature: ___________________________ Date: 1/27/09

Signature: ___________________________ Date: 1/27/09

Witnessed or Attested by: ___________________________
This Deed is made on July 6th, 1996

BETWEEN

Gloria D. Mann, Unmarried
and Darlene Lombardi, Married

whose address is 130 Cottage Street, Jersey City, N.J. referred to as the Grantor,

AND

Gloria D. Mann, Unmarried
whose post office address is about to be 130 Cottage Street, Jersey City, N.J. referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantees and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR ($1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City, Block No. 359, Lot No. 15A

No property tax identification number is available on the date of this Deed. (check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City County of Hudson and State of New Jersey. This legal description is:

See attached schedule "A".

Being and intended to be the same premises conveyed to Gloria D. Mann, Unmarried and Darlene Lombardi, Married, married by Deed dated February 11, 1992 from Christine McLaughlin, Married and Gloria D. Mann, unmarried and recorded in the Hudson County Register's Office on February 19, 1992 in mortgage book 4470 on page 077.

Said premises have never been occupied as the principal marital residence of Darlene Lombardi.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's title" (N.J.S.A. 46:14-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
STATE OF NEW JERSEY  

COUNTY OF Hudson  

FOR RECORDE'S USE ONLY  

APPRAISAL OF CONSIDERATION OR EXEMPTION  
(Ch. 49, P.L. 1968)  

PARTIAL EXEMPTION  
(c. 176, P.L. 1972)  

To Be Recorded With Deed Presented to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.A.C. 46:15-5 et seq.)  

STATE OF NEW JERSEY  

COUNTY OF Hudson  

For Recordation or Exemption or Partial Exemption  

(Please see Instructions #3, 4 and 5 on reverse side)  

DATE  

Presented this day of  

Hudson County  
Jersey City, N.J.  

and neither  

STATE AND COUNTY FOR RECORDE'S USE ONLY  

CoitriArison  
&6alty Transfer  

Consideration $  

Realty Transfer Fee $  

Date  

2-19-96  

For Recor=s of County  

Instrument Number  

Book  

Page  

For Official Use Only  
This space for use of County Clerk or Register of Deeds.  

FOR OFFICIAL USE ONLY  

This space for use of County Clerk or Register of Deeds.  

Important: Before Completing This Affidavit, Please Read the Instructions on These Reverses Side Hereby.  

This form is prescribed by the Director, Division of Taxes in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  

ORIGINAL — White copy to be retained by County.  

DUPLICATE — Yellow copy to be forwarded by County to Division of Taxes at no partial exemption from fee (N.J.A.C. 46:15-5.10).  

TRIPlicate — Pink copy to file the file copy.  

UKS 0186279
Description of Lot 15A, Block 399, Tax Map of  
City of Jersey City, Hudson County, N.J.  
(No. 130 Cottage Street)  

Beginning at a point in the northerly line of Cottage Street, distant fifty (50.00) feet westerly from the intersection formed by said northerly line of Cottage Street with the westerly line of Herbert Place; and running thence (1) westerly and along said northerly line of Cottage Street, North sixty-four degrees fifty minutes West (N64°50'W) twenty-five (25.00) feet to a point opposite a party wall standing partly on the tract herein being described and partly on the tract adjoining same to the west; and running thence (2) northerly, to, thru and beyond said party wall, North twenty-six degrees thirty-four minutes East (N26°34'W) one hundred (100.00) feet to a point; thence (3) easterly and parallel to said northerly line of Cottage Street, South sixty-four degrees fifty minutes East (S64°50'E) twenty-five (25.00) feet to a point; thence (4) southerly and parallel to said westerly line of Herbert Place, South twenty-six degrees thirty-four minutes West (S26°34'W) one hundred (100.00) feet to the point or place of beginning.
Signature: The Grantor signs this Deed as of the date at the top of the first page.

Gloria D. Mann

Diosille Lombard

Signed and sworn to before me on July 30, 1996.

JOHN K. MILLER
ATTORNEY AT LAW OF NEW JERSEY

STATE OF NEW JERSEY, COUNTY OF Hudson SS.
I CERTIFY that on July 30, 1996, Gloria D. Mann and Darlene Lombard 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 deed,
(b) executed this deed as his or her own act and,
(c) made this Deed for $1.00 as the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-5).

JOHN K. MILLER
ATTORNEY AT LAW OF NEW JERSEY
<table>
<thead>
<tr>
<th><strong>DEED</strong></th>
<th><strong>Date:</strong> July 10, 1996</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glorie P. Mann &amp; Darlene Lombardi</td>
<td>Annette &amp; Miller 1767 Kennedy Blvd. Jersey City, N.J. 07305</td>
</tr>
<tr>
<td><strong>Grantor:</strong></td>
<td><strong>Grantee:</strong></td>
</tr>
<tr>
<td>Glorie P. Mann</td>
<td></td>
</tr>
<tr>
<td><strong>Grantee:</strong></td>
<td><strong>Grantor:</strong></td>
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</table>
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 98 MYRTLE AVENUE, A/K/A BLOCK 23202, LOT 48, F/K/A BLOCK 1988, LOT 48

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, on May 4, 1994, Gladys Bell ("Borrower") executed a Mortgage in favor of the City of Jersey City ("City"); and

WHEREAS the Mortgage was recorded in Book 5506 at Page 311 of the Register of Mortgages for Hudson County on August 11, 1994; and

WHEREAS, on May 4, 1994, the Borrower also executed an Affordable Housing Agreement with the City; and

WHEREAS, the Affordable Housing Agreement was recorded in Book 4760 at Page 118 of the Register of Deeds for Hudson County on August 11, 1994; and

WHEREAS, the mortgage and the Affordable Housing Agreement affect property known as 98 Myrtle Avenue, Jersey City, a/k/a Block 23202, Lot 48, f/k/a Block 1988, Lot 48 (the "Property"); and

WHEREAS, in 2018, the Jersey City Redevelopment Agency ("JCRA") filed an application to condemn the Property and named the City as a party under Docket Number HUD-L-4478-18; and

WHEREAS, the parties to the condemnation action entered into a Consent Order for Final Judgment Determining that the JCRA Properly Exercised its Condemnation Powers to Acquire the Property, Fixing Just Compensation, and Authorizing the Withdrawal of Funds on Deposit in the Superior Court ("Consent Order") on January 4, 2019; and

WHEREAS, pursuant to the Consent Order, the City was allocated $32,881 of the judgment amount for the City's mortgage secured by the Property; and

WHEREAS, the City's Division of Community Development has received payment in the amount of $32,811, thereby satisfying the mortgage; and

WHEREAS, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of $26,034.73 affecting 98 Myrtle Avenue, Jersey City, a/k/a Block 23202, Lot 48, f/k/a Block 1988, Lot 48.

APPROVED: /  

APPROVED:  

Business Administrator  

Corporate Counsel  

Certification Required □  

Not Required □  

APPROVED  

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19  

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote  
N.V.-Not Voting (Abstain)  

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 98 Myrtle Avenue, A.K.A. Block 23202, Lot 48 and F.K.A. Block 1988, Lot 48

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
<td>Real Estate Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4793</td>
<td><a href="mailto:Hairstonr@jcnj.org">Hairstonr@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Discharge mortgage for the above property. Received payoff in the amount of $32,881.00.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

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

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 133 VAN HORNE STREET, A/K/A BLOCK 20101, LOT 00080 F/K/A BLOCK 2041, LOT C.

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on March 14, 2001, Maria Rosario ("Borrowers") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of $2,260.00 made under the HORP/SHRP Program; and

WHEREAS the Mortgage was recorded in Book 7910 at Page 177 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, does not sell the property, and that the property remain affordable to low and moderate income households; and

WHEREAS, the mortgage affects property known as 133 Van Horne Street, Jersey City, a/k/a block 20101, lot 00080 f/k/a block 2041, lot C;

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because five (5) years have passed since the loan was made and the Borrowers have met all of the mortgage's requirements, and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of $2,260.00 affecting 133 Van Horne Street, Jersey City, a/k/a block 20101, lot 00080 f/k/a block 2041, lot C.

APPROVED
3/28/19

APPROVED: ________________________________
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<td>YUN</td>
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<td>ROBINSON</td>
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</table>

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

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

.Executor A. Lavano, Jr., President of Council

.Executor Byno, 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: 133 Van Horne Street, Jersey City, NJ 07304

Initiator

<table>
<thead>
<tr>
<th>Department/Division:</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title:</td>
<td>Bill Lenahan</td>
<td>Program Monitor/Grant Analyst</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>201-547-4728</td>
<td><a href="mailto:BLenahan@jcnj.org">BLenahan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 133 Van Horne Street, Jersey City, NJ 07304
Old Block: 2041 Lot: C, New Block: 20101 Lot: 00080
HORP/SHRP Mortgage Amount: $2,260.00

Execution Date of HORP Mortgage: March 14, 2001
Recording Date of HORP Mortgage: March 28, 2001 Book: 7910 Page: 177

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: March 14, 2006
_ Satisfaction of HORP/SHRP Mortgage: ____________________________

Payoff Amount ____________________________ Date Payoff Received ____________________________

I certify that all the facts presented herein are accurate.

Signature of Division Director ____________________________ March 14, 2019

Signature of Department Director ____________________________ 3-15-17
Memorandum

To:     Director Annisia Cialone
From:  Carmen Gandulla, Director – Division of Community Development
Date:   March 14, 2019
Re:     Signature Required on Documents for Recordation

Dear Director Cialone,

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

Maria Rosario
133 Van Home Street
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,

\[Signature\]

Carmen Gandulla
Director

Cc:   Hannah Bartges
To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director - Division of Community Development
Date: March 14, 2019
Re: Signature Required on Documents for Recordation

Maria Rosario
133 Van Home Street
Jersey City, NJ 07304

The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 3/14/2006. 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: Annisla Cialone, Director HEDC
Carmen Gandulla, Director DCD
This Mortgage was prepared by:

EDWARD J. SZUSTEK
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 14, 2001 between

BORROWER

Resident Maria Rosario
Address 133 Van Horne Street
City, State & Zip Jersey City, NJ 07304

And

LENDER

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

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 ($2,260.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated March 14, 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 **133 Van Horne Street, J.C.**
Municipal tax map designation: Lot C, Block 2041

(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 ______________ 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.

(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.
(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 or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

(g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.

(h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:

1. Remove, demolish, or materially alter any buildings or other improvements.
2. Remove any fixtures.
3. Give a security interest in any fixtures
4. Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

(i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party.
If all or any part of the Property is taken by eminent domain within the five (5) years of the Mortgage, the pro-rated principal shall be paid to the Lender.

(j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

(k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

(l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. **LENDER’S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

(a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.

(b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.

(c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.

(d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender’s failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

(a) To enter and take possession of the Property in a lawful way and manage the Property.

(b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
(c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.

(d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

8. NOTICES: All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.

9. MORTGAGE BINDING ON SUCCESSORS: This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.

10. LAW: This contract is made under and shall be governed by the laws of the State of New Jersey.

11. SIGNATURES: The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

[Signatures and Seal]

WITNESSED OR ATTESTED BY:

[Signatures]

BK 7910 PG 181
CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey
County of Hudson

I am a Notary Public of N.J., an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 14th day of March, 2001.

appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person’s act and deed for the uses and purposes expressed in this Document.

Z. COZMAN PELAGE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2007

TO THE REGISTER OR CLERK,
County of Hudson:
This mortgage is fully paid and satisfied.
I authorize you to cancel it of Record.

Lender:

I certify that the Lender’s signature is genuine.

Record and return to:

HED&C
COMMUNITY DEVELOPMENT
30 MONTGOMERY ST RM. 404
JERSEY CITY, NJ. 07302

BK 7910 F 182
DEED

This Deed is made on November 1st, 1983

BETWEEN

HILARIO ROSARIO and MARIA ROSARIO, his wife, as tenants by

the entirety

whose address is 133 Van Horn Street, Jersey City, New Jersey

AND

MARIA ROSARIO

whose post office address is 133 Van Horn Street, Jersey City, New Jersey

THIS GRANTOR

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR ($1.00) and any other good and valuable consideration.

The Grantor acknowledges receipt of this money.


Block No. 2041

Lot No. C

Account No.

No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City, Hudson County, and State of New Jersey. The legal description is:

PREMISES in the City of Jersey City in the County of Hudson and State of New Jersey which are on a map entitled Map of South Lafayette, Hudson County, New Jersey, made by Hallett & Willett in designated as that parts of lots thirty-three (33) thirty-four (34) and thirty-five (35) in block four hundred and ninety-eight (498), bounded and described as follows:

BEGINNING at a point in the northeasterly line of Van Horn Street distant thirty-three feet four inches (33 ft. 4 in.) northeasterly from the northeasterly line of Baseball Avenue; thence running northeasterly parallel with Baseball Avenue to through and beyond the center of a party wall standing partly on the premises herein conveyed and partly on the premises next adjoining northerly thereto seventy-five (75) feet; thence northeasterly parallel with Van Horn Street sixteen feet and eight inches (16 ft. 8 in.); thence southerly parallel with Baseball Avenue to through and beyond the center of a party wall standing partly on the premises herein conveyed and partly on the premises next adjoining northerly thereto seventy-five (75) feet to Van Horn Street; thence southerly along the line of Van Horn Street sixteen feet and eight inches (16 ft. 8 in.) to the point or place of beginning.

Being also known and designated as Lot C in Block 2041 on the Official Tax Map of the City of Jersey City.

Being more commonly known as 133 Van Horn Street, Jersey City, New Jersey.

BEDS: the same premises conveyed to Hilario Rosario and Maria Rosario, his wife as tenants by the entirety, by deed from Angelina Basile and George Basile, her husband and Sabina Pecore, widow, dated May 8, 1979, and recorded in the Hudson County Register's Office on May 14, 1979, in Book 2725, Page 461.

Prepared by:

[Signature]

Hector R. Velazquez
An Attorney at Law of New Jersey

3461 45
Promissory Note

The Grantor promises that the Grantee has done no act to encumber the property. This promise is called a "promise to unencumber the property's use" (N.J.S.A. 46:9-6). This promise means that the Grantee has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantee).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:  

[Signatures]

Emilio Rosario  
(Seal)

Maria Rosario  
(Seal)

[Signature]

Hector R. Velazquez  
Attorney At Law of New Jersey

STATE OF NEW JERSEY, COUNTY OF HUDSON  

I CERTIFY that on November 1st, 1983,  

Emilio Rosario and Maria Rosario  

personally came before me  

and acknowledged under oath to me satisfaction that this person (or if more than one, each person):  

(a) is named in and personally signed this Deed  

(b) signed, sealed and delivered this Deed as his or her act and deed; and  

(c) made this Deed for $1.00  

as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:5-5.3.)

[Signature]

Hector R. Velazquez  
Attorney At Law of New Jersey

3-101 46
STATE OF NEW JERSEY
COUNTY OF HUDSON

FOR RECORHER'S USE ONLY

Consideration $  
Realty Transfer Fee $  
Date  
By 

*Use symbol "X" to indicate that fee is exclusively for county use.

STATE OF NEW JERSEY
COUNTY OF HUDSON

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Hector R. Velazquez, being duly sworn according to law upon his oath deposists

that he/she is the ____________ local representative

Deponent states that with respect to deed hereon annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other estate, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee, and for the following reasons:

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereon annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other estate, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee

(3) FULL EXEMPTION FROM FEE

Deponent claims that deed transaction is exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1966, for the following reasons: (See statement in detail. (See Instruction #7) If not reference to exemption, symbol is not sufficient.

7(a) Consideration of less than $100.00. 7(b) Between husband and wife

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instruction #8)

Deponent claims that the deed transaction is exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1966, for the following reasons:

a) SENIOR CITIZEN (See Instruction #9)

b) BLIND (See Instruction #9)

c) DISABLED (See Instruction #9)

d) NEW CONSTRUCTION (See Instruction #9)

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accepts the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1966.

Subscribed and sworn to before me this 1st day of November, 1983.

Name of Deponent: Hector R. Velazquez

For Official Use Only

Instrument Number: County: 
Deed Number: 
Date Recorded: 
Date Recorded: 
Original Source:

This form is issued by the Division of Title Search in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

File a copy to be retained by County.

Duplicate - A copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 16:18-8.12.

Triplicate - This copy is your filing copy.
RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 63 ALSO KNOWN AS 224 WHITON STREET

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, on May 14, 1999, the City executed an Affordable Housing Agreement (Agreement) with Whiton Street Associates, LLC, (the developer) which contained restrictive covenants intended to run with the land with respect to the affordable housing units described therein, on certain property including property identified as Block 20201, Lot 63 on the tax map of the City of Jersey City, County of Hudson, also known as 224 Whiton Street, formerly known as Block 2045, Lot 39 (the Property); and

WHEREAS, the purpose of the Agreement is to ensure that the two-family units remain affordable to low and very low income eligible households for a minimum period of twenty (20) years; and

WHEREAS, the Agreement was recorded on May 14, 1999 at the Hudson County Register’s Office in Deed Book 5436 at page 247; and

WHEREAS, on January 5, 2000, the developer transferred ownership of the Property to Curtis Williams, Salimah Mohammad, and Jodi Williams (the Owners) in a deed recorded on January 14, 2000 at the Hudson County Register’s Office in Deed Book 5557 at page 112; and

WHEREAS, on January 6, 2000, the Owners executed two mortgages with the City in the amount of $80,000 which were recorded as a second and third liens to the first purchase money mortgage with Chapel Mortgage Corporation in the amount of $117,587, which was subsequently assigned to Chase Manhattan Mortgage Corporation. Said assignment was recorded on February 28, 2000 in Assignment Book 920, Page 235; and

WHEREAS, the Owners defaulted on the first mortgage in 2002, a foreclosure action was commenced under Docket No. F-17761-02 and a judgment of Foreclosure was entered on January 28, 2003; and

WHEREAS, according to the Agreement, upon a judgment of Foreclosure, the City shall execute a document to be recorded in the county as evidence that the affordable housing unit is forever released from the restrictions of the Agreement; and

WHEREAS, it is in the best interests of the City to release the Property from the restrictions; and

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

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

1. Block 20201, Lot 63 on the tax map of the City of Jersey City, County of Hudson, also known as 224 Whiton Street, formerly known as Block 2045, Lot 39 is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and Whiton Street Associates, LLC dated May 14, 1999 and recorded in Deed Book 5436 at Page 247.
RESOLUTION REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 63 ALSO KNOWN AS 224 WHITON STREET

2. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 14, 1999 and recorded on May 14, 1999.

3. The Mayor is hereby authorized to execute this Resolution and a Notary Public notarize the acknowledgment contained herein in accordance with law so that same may be recorded in the Hudson County Register's Office.

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

WITNESS

Robert Byrne, City Clerk

CITY OF JERSEY CITY

George F. Fulop, Mayor

STATE OF NEW JERSEY

COUNTY OF HUDSON

BE IT REMEMBERED, that on this 12th day of APRIL, Two Thousand Nineteen before me the subscriber, a Notary Public of the State of New Jersey personally appeared Robert Byrne who, made proof to my satisfaction that he is the City Clerk Jersey City a Municipal Corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to

Before me this 12th day of APRIL 2019.

AMANDA L. BRANSKY

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES 8/12/2021

Robert Byrne, City Clerk

APPROVED:

APPROVED:

Business Administrator

CORPORATE COUNSEL

Certification Required □

Not Required □

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<th>AYE</th>
<th>N.V.</th>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Raoel R. Lavaro, 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 REMOVING THE AFFORDABILITY RESTRICTIONS PURSUANT TO AN AFFORDABLE HOUSING AGREEMENT DATED MAY 14, 1999 AFFECTING BLOCK 20201, LOT 63 ALSO KNOWN AS 224 WHITON STREET

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>HEDC</th>
<th>DCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Carmen Gandulla</td>
<td>Director, Division of Community Development</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-6109</td>
<td><a href="mailto:cgandulla@jcnj.org">cgandulla@jcnj.org</a></td>
</tr>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

On May 14, 1999, the City of Jersey City executed an Affordable Housing Agreement with Whiton Street Associates, LLC, (the developer) to ensure that the two-family unit located at 224 Whiton Street, Block 20201, Lot 63, formerly known as Block 2045, Lot 39 remain affordable to low and very low income eligible households for a minimum period of twenty (20) years. In 2000, the Property was sold to Curtis Williams, Salimah Mohammed, and Jodi Williams (the Owners). In 2001, the Owners defaulted on her first purchase money mortgage with Chase Manhattan Mortgage Corporations and a judgment of Foreclosure was entered against the Property on January 28, 2003. Pursuant to the Affordable Housing Agreement, upon a judgment of Foreclosure, the City shall execute a document to be recorded in the county as evidence that the affordable housing unit is forever released from the restrictions of the Agreement. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 14, 1999.

I certify that all the facts presented herein are accurate.

Signature of Division Director

5-19-14
Date

Signature of Department Director

3-29-19
Date
Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: March 19, 2019
Subject: 224 Whiton Street

On May 14, 1999, the City of Jersey City executed an Affordable Housing Agreement with Whiton Street Associates, LLC, (the developer) to ensure that the two-family unit located at 224 Whiton Street, Block 20201, Lot 55, formerly known as Block 2045, Lot 39 remain affordable to low and very low income eligible households for a minimum period of twenty (20) years. In 2000, the Property was sold to Curtis Williams, Salimah Mohammed, and Jodi Williams (the Owners). In 2001, the Owners defaulted on their first purchase money mortgage with Chase Manhattan Mortgage Corporations and a judgment of Foreclosure was entered against the Property on January 28, 2003.
Pursuant to the Affordable Housing Agreement, upon a judgment of Foreclosure, the City shall execute a document to be recorded in the county as evidence that the affordable housing unit is forever released from the restrictions of the Agreement. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated May 14, 1999.

We ask that you pass this resolution releasing the restrictions based off the Affordable Housing Agreement dated May 14, 1999.

Sincerely,

Carmen Gandulla,
Director, DCD

Cc: Annisia Cialone, Director, HEDC
    Priti Vakharia, Compliance Officer, DCD
    Rodney Hairston, Real Estate Officer, DCD
Resolution of the City of Jersey City, N.J.

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

COUNCIL offered and moved adoption of the following Resolution:

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

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

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

WHEREAS, pursuant to Jersey City Code Section 287-4, a Notice and Order directed the owners listed herein to remove from their property brush, stumps, debris, etc. from their property; and

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

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

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

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

   1) 249 Bergen Ave   Block 22491, Lot 10   08/16/2018   $699.33
   2) 134 Booraem Ave   Block 4401, Lot 47    10/09/2018   $371.80
   3) 622 Bramhall Ave  Block 18506, Lot 10   08/09/2018   $1,312.85
   4) 379 Communipaw Ave Block 20102, Lot 40   10/03/2018   $674.85
   5) 121 Carteret Ave  Block 22704, Lot 3    09/19/2018   $230.73
   6) 99 Clerk St       Block 23301, Lot 4    08/07/2018   $210.10
   7) 73 Irving St     Block 805, Lot 1      09/27/2018   $1,466.85
   8) 342 Johnston Ave  Block 17506, Lot 11   08/22/2018   $320.28
   9) 111 Lexington Ave Block 19302, Lot 7    08/29/2018   $561.55
  10) 16 Morton Place  Block 22405, Lot 8    08/30/2018   $1,240.53
  11) 9 Minerva St     Block 21304, Lot 19   08/29/2018   $279.13
  12) 281 Old Bergen Rd Block 27005, Lot 23  08/15/2018   $578.33

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<tr>
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<th>Block</th>
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<td>18301</td>
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</tr>
<tr>
<td>35) 204.5 Fifth St</td>
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<td>$182.33</td>
</tr>
<tr>
<td>36) 372-6 Third St</td>
<td>11002</td>
<td>17</td>
<td>10/04/2018</td>
<td>$319.83</td>
</tr>
<tr>
<td>37) 112 Webster Ave</td>
<td>4503</td>
<td>8</td>
<td>10/11/2018</td>
<td>$230.45</td>
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<tr>
<td>38) 83 Woodlawn Ave</td>
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<tr>
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<tr>
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<tr>
<td>52) 184 Myrtle Ave</td>
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<td>53) 25 St Pauls Ave</td>
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<tr>
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<td>25802</td>
<td>4</td>
<td>09/27/2018</td>
<td>$747.73</td>
</tr>
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</table>

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

TF/mma
03/26/19
RESOLUTION FACT SHEET

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

Full Title of Resolution

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

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law Department</th>
<th>Corporation Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter J. Baker</td>
<td><a href="mailto:PBaker@jcni.org">PBaker@jcni.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5180</td>
<td></td>
</tr>
</tbody>
</table>

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 secure a lien against properties whose owners failed to remove brush, weeds, debris, etc. from their property after receiving a Notice and Order from the City to do so. Total amount: $35,530.65.

I certify that all the facts presented herein are accurate.

__________________________  __________________________
Signature of Department Director  Date
DATE: January 2, 2019

VIA FACSIMILE 201-547-4254
Olivia Mata, Fiscal Analysis
Tax Collector’s Office
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Re: Vacant and/or Abandoned Properties Cleanup Costs

Dear Ms. Mata:

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

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

Very truly yours,

Gerald McCann
Supervisor

cc: Patrick G. Stamato, Director
File

[Signature]
<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>BLOCK</th>
<th>LOT</th>
<th>C/U DATE</th>
<th>AMOUNT</th>
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<td>27 EMORY ST</td>
<td>17907</td>
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<td>11/01/2018</td>
<td>$3,797.20</td>
</tr>
<tr>
<td>623 GARFIELD AVE</td>
<td>24102</td>
<td>42</td>
<td>11/08/2018</td>
<td>$368.23</td>
</tr>
<tr>
<td>54 GARRISON AVE</td>
<td>12005</td>
<td>16</td>
<td>10/30/2018</td>
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<td>18801</td>
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<td>11/07/2018</td>
<td>$981.20</td>
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<tr>
<td>618.5 JERSEY AVE</td>
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<td>122 WILLIAMS AVE</td>
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<td>25802</td>
<td>4</td>
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<td>$747.73</td>
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</tbody>
</table>

**TOTAL AMOUNT** $16,699.14
DATE: December 6, 2018

VIA FACSIMILE 201-547-4254
Olivia Mata, Fiscal Analysis
Tax Collector’s Office
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Re: Vacant and/or Abandoned Properties Cleanup Costs

Dear Ms. Mata:

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

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

Very truly yours,

Gerald McCann
Supervisor

cc: Patrick G. Stamato, Director
File
# THE JERSEY CITY INCINERATOR AUTHORITY
## DIVISION OF ENVIRONMENTAL COMPLIANCE

**DATE:** December 6, 2018

## VACANT AND/OR ABANDONED PROPERTIES CLEANUP COSTS

<table>
<thead>
<tr>
<th>ADDRESS</th>
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**TOTAL AMOUNT OF LIENS** $7,495.13

---

*Refused charges as per Tom Fiore’s instruction by the Tax Collector - Laddow 7/12/2019*
DATE: November 8, 2018

VIA FACSIMILE 201-547-4254
Olivia Mata, Fiscal Analysis
Tax Collector’s Office
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Re: Vacant and/or Abandoned Properties Cleanup Costs

Dear Ms. Mata:

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Very truly yours,

Gerald McCann
Supervisor

GM:cp
Attachment

cc: Patrick G. Stamato, Director
File

[Handwritten notes]
<table>
<thead>
<tr>
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</tbody>
</table>

**TOTAL AMOUNT OF LIENS** $13,320.23
GERALD R. McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 04, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD R. McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 04, 2018
MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

Re: BERGEN AVE, 249
BLOCK : 22401  LOT : 10

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Aug 20, 2018

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

Re: BERGEN AVE, 249, Jersey City, NJ
Block: 22401 Lot: 10
Date work completed: 08-16-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
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<td>Disposal Fees</td>
<td>$242.00</td>
</tr>
<tr>
<td>Total</td>
<td>$635.75</td>
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<tr>
<td>10.00% Administrative Fee</td>
<td>$63.58</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$699.33</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey vs.

<table>
<thead>
<tr>
<th>Defendant's Name: First</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael</td>
<td>S.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address City</th>
<th>Zip Code Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersey City</td>
<td>07306</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth State</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 29, 1974</td>
<td>29</td>
<td>11</td>
<td>1974</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Driver's License</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>License No.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>State</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersey City</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Complaining Witness: (Name)</th>
<th>(identify Dept/Agency Represented)</th>
<th>(Badge No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roy</td>
<td>Legal Department</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Residing at</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersey City</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>事件</th>
<th>日期</th>
<th>时间</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 23, 1974</td>
<td>12:30 PM</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>LOCATION OF OFFENSE</th>
<th>Location (other than traffic)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

June 3, 2016

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

Yes

(Signature of Judicial Officer)

You are hereby summoned to appear before this court to answer this complaint if you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.

Notice to appear

(Signature of Person Issuing Summons)
The State of New Jersey

vs.

Defendant's Name: First Initial Last
Minerva J Francis S E

Address
City
State Zip Code Telephone

Birth Date; Phone

Driver's License #

STATE OF NEW JERSEY, COUNTY OF HUDSON

SS:

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

Residing at , hereby certifies on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the ___-___-_______, did commit the following offense;

Failure to maintain litter on property.

In violation of (one charge only)

LOCATION OF OFFENSE Describe Location (other than traffic)

DATE Subscribed and sworn to before me this ___ day of ___ yr.

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

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

COURT DATE Month Day Year Time Ap. PM

(Date Summons Issued) (Signature of Person Issuing Summons)
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

2. Article Number (Transfer from service label)
7015 0670 0002 1608 3783

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Domestic Return Receipt

4. Is delivery address different from Item 1?
   - Yes
   - No

5. If YES, enter delivery address below:

   MICHAEL JAMES FRANCIS, SR.
   249 BERGEN AVE
   JERSEY CITY, NJ 07305

---

AGENT

APPROVED

RECEIVED

D. Date of Delivery

---

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

2015 3010 0000 7702 5925

DOMESTIC RETURN RECEIPT

---

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

9590 9402 3356 7227 6496 73

D. Is delivery address different from Item 1?
   - Yes
   - No

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Domestic Return Receipt

---

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

2015 3010 0000 7702 5925

DOMESTIC RETURN RECEIPT

---

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

9590 9402 3356 7227 6496 73

D. Is delivery address different from Item 1?
   - Yes
   - No

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Domestic Return Receipt

---

MICHAEL JAMES FRANCIS, SR.
249 BERGEN AVE
JERSEY CITY, NJ 07305

2015 3010 0000 7702 5925

DOMESTIC RETURN RECEIPT
GERALD R. McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 25, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD R. McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 25, 2018
FRANK & TERESSE CATALINA
738 RIVERSIDE AVE
LYNDHURST, NJ 07071

Re : BOORAEAM AVE, 134
BLOCK : 4401 LOT : 47

Dear Sir/Madam:

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

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

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

__________________________
Jersey City Department of Public Works
Sanitation Division

forms/novt/rev031115RR
INVOICE

Oct 11, 2018

FRANK & TERESE CATALINA
738 RIVERSIDE AVE
LYNDHURST, NJ 07071

Re: BOORAEM AVE, 134, Jersey City, NJ
Block: 4401 Lot: 47
Date work completed: 10-09-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>250.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>88.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>338.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>33.80</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td>371.80</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

Defendant's Name: FRANK CATALINA

Address: 738 RIVERSIDE AVE LYNDHURST NJ 07071

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

LOCATION OF OFFENSE: 233 5TH AVENUE

COURT DATE: 09/17/18

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT.

NOTICE TO APPEAR

COMPLAINT-SUMMONS SF-1 (07/14)

(Signature of Person Issuing Summons)

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: INSPECTOR WILLIAM RICHARDSON

Probable cause determination for issuance of process:

LAW ENFORCEMENT USE ONLY

The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction.

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

END USE ONLY

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT.

NOTICE TO APPEAR

COMPLAINT-SUMMONS SF-1 (07/14)

(Signature of Person Issuing Summons)
<table>
<thead>
<tr>
<th><strong>SENDERS: COMPLETE THIS SECTION</strong></th>
<th><strong>COMPLETE THIS SECTION ON DELIVERY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address on the reverse so that we can return the card to you.</td>
<td>X Agent</td>
</tr>
<tr>
<td>Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td></td>
</tr>
</tbody>
</table>

1. Article Addressed to:

   **FRANK & TERESE CATALINA**  
   **738 RIVERSIDE AVE**  
   **LYNDHURST, NJ 07071**

2. Article Number (Transfer from section label)

   **7018 0680 0000 3759 0732**

3. Service Type

   - Certified Mail®  
   - Registered Mail™

4. Restricted Delivery? (Extra Fee)

   - Yes

**PS Form 3811, February 2004**  
**Domestic Return Receipt**  
**102596-02-M-1540**
GERALD R. McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 16, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
August 16, 2018

Jason Walters
3 Jocama Blvd STE 200B
Old Bridge, NJ 08857

Re: BRAMHALL AVE, 622
    BLOCK: 18506    LOT: 10

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$687.50</td>
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<tr>
<td>Disposal Fees</td>
<td>$506.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,193.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$119.35</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,312.85</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works  
DIVISION OF SANITATION  
13 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305

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

If you have any questions regarding this invoice, please contact the Sanitation Division.
**Defendant's Name:** First Initial Last

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>Zip Code Telephone</td>
</tr>
<tr>
<td>Date</td>
<td>Phone</td>
</tr>
<tr>
<td>Birth Date: M. Day Yr. Sex Eye Height Restrictions</td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**County of:** HUDSON

**Complaining Witness:**

- Name
- (Identity Dept/Agency Represented) (Badge No.)

Residing at

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

Jersey City, County of HUDSON, N.J.

and did commit the following offenses:

- in violation of (one charge only)

**LOCATION **

| Description Location (other than traffic) |

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

[Signature of Complaining Witness]

[Signature of Person Administering Oath]

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

[Signature of Complaining Witness]

[Signature of Person Administering Oath]

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

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

[Signature of Judicial Officer]

[Signature of Judge]

**YOU ARE HEREBY SUMMONED TO APPEAR**

Before this Court to answer this Complaint if you fail to appear on the date and at the time stated herein a warrant for your arrest may issue.

[Signature of Person Issuing Summons]
# Municipal Court of Jersey City

**Defendant's Name:**

<table>
<thead>
<tr>
<th>First</th>
<th>Initial</th>
<th>Last</th>
</tr>
</thead>
</table>

**Address**:  

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
<th>Telephone</th>
</tr>
</thead>
</table>

**Birth Date**:  

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Sex</th>
<th>Eyes</th>
<th>Height</th>
<th>Restrictions</th>
</tr>
</thead>
</table>

**Driver's License #**:  

<table>
<thead>
<tr>
<th>State</th>
<th>Exp. Date</th>
</tr>
</thead>
</table>

**STATE OF NEW JERSEY**  

**COUNTY OF HUDSON**

**State of New Jersey**

**Complaining Witness**:  

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Identity Dept/Agency Represented)</th>
<th>(Badge No.)</th>
</tr>
</thead>
</table>

**Residing at**:  

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

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
</table>

in violation of (one charge only)

<table>
<thead>
<tr>
<th>(Statute, Regulation or Ordinance Number)</th>
<th>Describe Location (other than traffic)</th>
</tr>
</thead>
</table>

**LOCATION OF OFFENSE**

**OATH**:  

<table>
<thead>
<tr>
<th>Subscribed and sworn to before me</th>
<th>CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(Signature of Complaining Witness)</th>
<th>(Signature of Person Administering Oath)</th>
</tr>
</thead>
</table>

**DATE**

**PRONABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS**

<table>
<thead>
<tr>
<th>COURT USE ONLY</th>
<th>LAW ENFORCEMENT USE ONLY</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>(Signature of Judicial Officer)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>(Signature of Judge)</th>
</tr>
</thead>
</table>

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

**YOU ARE HEREBY SUMMONED TO APPEAR**

<table>
<thead>
<tr>
<th>Before the Municipal Court at the place and time stated you fail to appear the date and time stated, a WOULDN'T COME ISSUED FOR YOUR ARREST.</th>
</tr>
</thead>
</table>

**NOTICE TO APPEAR**

<table>
<thead>
<tr>
<th>COURT APPEARANCE REQUIRED</th>
<th>COURT DATE</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
</table>

| AM | PM |

<table>
<thead>
<tr>
<th>(Date Summons issued)</th>
<th>(Signature of Person Issuing Summons)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COMPLAINT-SUMMONS</th>
<th>SF-17/9</th>
</tr>
</thead>
</table>
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jason Walters
3 Jocama Blvd STE 200B
Old Bridge, NJ 08857

2. Article Number (Transfer from service label)

N 622 Bramhall

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

☐ Priority Mail
☐ Registered Mail
☐ Registered Mail Delivery
☐ Return Receipt
☐ Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

☐ Priority
☐ Registered Mail
☐ Registered Mail Delivery
☐ Return Receipt
☐ Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

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

22 BRAMHALL AVE, LLC
3 JOCAMA BLVD, #2008
OLD BRIDGE, NJ 08852

Domestic Return Receipt

Domestic Return Receipt

N 622 Bramhall
GERALD R. McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On July 11, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
July 11, 2018
MARLA LUBETKIN
18 STONEGATE DR
WATCHUNG, NJ 07060

Re: COMMUNIPAW AVE, 379
BLOCK: 20102    LOT: 40

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Oct 04, 2018

MARLA LUBETKIN
18 STONEGATE DR
WATCHUNG, NJ 07060

Re: COMMUNIPAW AVE, 379, Jersey City, NJ
Block: 20102
Lot: 40
Date work completed: 10-03-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$437.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$176.00</td>
</tr>
<tr>
<td>Total</td>
<td>$613.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$61.35</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$674.85</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**The State of New Jersey vs.**

**Defendant's Name:** Maria Lubetkin

**Address:** 18 Stonegate Dr., Watchung, NJ 07060

**State Code:** N.J. 07060

**Driver's License #:**

<table>
<thead>
<tr>
<th>Eyes</th>
<th>Height</th>
<th>Restrictions</th>
</tr>
</thead>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF HUDSON**

**Complaining Witness:** Insp. Joseph Lipari

**Location of Offense:** Stonegate Ave.

**Date:** 7-5-18

**Time:** 10:50 AM

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

**Probable Cause Determination for Issuance of Process:**

**Law Enforcement Use Only:**

**You are hereby summoned to appear before this court to answer the complaint on or before the date stated on the summons. Failure to appear may result in the entry of a default judgment against you.**

**Date Summons Issued:** 7-6-18

**Signature of Person Administering Summons:**
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td>A. Signature □ Agent □ Addressee</td>
</tr>
</tbody>
</table>

1. Article Addressed to:

MARLA LUBETKIN
18 STONEGATE DR
WATCHUNG, NJ 07060

<table>
<thead>
<tr>
<th>B. Received by (Printed Name)</th>
<th>C. Date of Delivery</th>
</tr>
</thead>
</table>

D. Is delivery address different from item 1? □ Yes □ No

If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Registered Mail
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee) □ Yes

---

**Notes:**

- The form is a domestic return receipt form, used for returning mailpieces.
- It includes fields for the sender to complete and for the recipient to verify delivery.
- The form number and date are visible: PS Form 3811, February 2004.
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 04, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 04, 2018
121 RESIDENCE NJ, LLC
183 WILSON ST, #111
BROOKLYN, NY 11211

Re: CARTERET AVE, 121
BLOCK: 22704   LOT: 3

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Sep 20, 2018
121 RESIDENCE NJ, LLC
183 WILSON ST, #111
BROOKLYN, NY 11211

Re: CARTERET AVE, 121, Jersey City, NJ
Block: 22704   Lot: 3
Date work completed: 09-19-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$143.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$209.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$20.98</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td>$230.73</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey
vs.

Defendant's Name: First: Last:

Address: City:

State: Zip Code: Telephone:

Sex: Eyes: Restrictions:

STATE OF NEW JERSEY
COUNTY OF HUDECN

Complaining Witness: (Name) of (identify Dept/Agency Represented) (Badge No.)

Residing at

by certification or on oath, say that to the best of his/her knowledge or information and belief, the

defendant on or about the

in violation of (one charge only)

LOCATION OF OFFENSE

Describe Location (other than traffic)

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing

statements made by me are willfully false, I am subject to punishment.

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

LAW ENFORCEMENT USE ONLY

The complaining witness is a law enforcement or a code enforcement officer with territorial and subject

matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this

Complaint-Summons.

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE

AND AT THE TIME STATED, A WARRIANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

(Signature of Person issuing Summons)
The State of New Jersey

vs.

Defendant's Name: First Initial Last

Address

City

State Zip Code Telephone

Sex

Eye

Height

Restrictions

STATE OF NEW JERSEY
COUNTY OF HUDDSON

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

Residing at

by certification or on oath, says that the named defendant on or about the

in violation of (one charge only)

In violation of (one charge only)

LOCATION OF OFFENSE

Describe Location (other than traffic)

OATH: Subscribed and sworn to before me

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

LAW ENFORCEMENT USE ONLY

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

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

(Signature of Judicial Officer)

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

(Court Summons issued)
## SENDER: COMPLETE THIS SECTION

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

### 1. Article Addressed to:

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>121 RESIDENCE NJ, LLC</td>
</tr>
<tr>
<td>183 WILSON ST, #111</td>
</tr>
<tr>
<td>BROOKLYN, NY 11211</td>
</tr>
</tbody>
</table>

### 2. Article Number (Transfer from service label)

<table>
<thead>
<tr>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>7015 3010 0000 7702 4647</td>
</tr>
</tbody>
</table>

### 3. Service Type

- [ ] Adult Signature
- [ ] Adult Signature Restricted Delivery
- [ ] Certified Mail®
- [ ] Certified Mail Restricted Delivery
- [ ] Collect on Delivery
- [ ] Collect on Delivery Restricted Delivery
- [ ] Insured Mail
- [ ] Insured Mail Restricted Delivery (over $500)
- [ ] Priority Mail Express®
- [ ] Registered Mail™
- [ ] Registered Mail Restricted Delivery
- [ ] Return Receipt for Merchandise
- [ ] Signature Confirmation™
- [ ] Signature Confirmation Restricted Delivery

## COMPLETE THIS SECTION ON DELIVERY

### A. Signature

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
</tr>
</tbody>
</table>

### B. Received by (Printed Name)

<table>
<thead>
<tr>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name]</td>
</tr>
</tbody>
</table>

### C. Date of Delivery

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Date]</td>
</tr>
</tbody>
</table>

### D. Is delivery address different from item 1?  
- [ ] Yes
- [X] No

If YES, enter delivery address below:

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Address]</td>
</tr>
</tbody>
</table>
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 28, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 28, 2018
LSND REALTY, LLC
99 CLERK ST
JERSEY CITY, NJ 07305

Re: CLERK ST, 099
BLOCK: 23301 LOT: 4

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Aug 10, 2018
LSND REALTY, LLC
99 CLERK ST
JERSEY CITY, NJ 07305

Re: CLERK ST, 099, Jersey City, NJ
Block: 23301, Lot: 4
Date work completed: 08-07-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$125.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$191.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$19.10</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td>$210.10</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey vs.

Defendant's Name: Land Realty LLC

Defendant's Initials, Last Name: L

Clerk of the Court: Jersey City

99 Summit Ave.
Jersey City, NJ 07308

Defendant's Date of Birth:

Defendant's Telephone:

Defendant's Address:

Defendant's Driver's License Number:

Defendant's Sex:

Defendant's Height:

Defendant's Weight:

Defendant's Race:

Defendant's State:

Defendant's Exp. Date:

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: Ins P D. Fortunato

Residing at 13 Linden Ave East JC

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

Date: 06-27-18

Time: 10:00 AM

in Jersey City, NJ,

did commit the following offense:

DEBRIS + WOODS

IN REAR.

in violation of [law charge only]

Statute, Regulation or Ordinance Number:

LOCATION OF OFFENSE:

Describe Location of Offense:

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

Yes

No

(Signature of Judicial Officer)

(Signature of Judge)

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

YOU ARE HEREBY SUMMONED TO APPEAR

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

COURT DATE: 06-27-18

COURT TIME: 10:00 AM

(Date Summons Issued)

(Signature of Person Issuing Summons)

COMPLAINT-SUMMONS
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address</td>
<td>X</td>
</tr>
<tr>
<td>so that we can return the</td>
<td>Agent</td>
</tr>
<tr>
<td>card to you.</td>
<td>Addresssee</td>
</tr>
<tr>
<td>Attach this card to the</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>back of the mailpiece, or</td>
<td>C. Date of Delivery</td>
</tr>
<tr>
<td>on the front if space</td>
<td>D. Is delivery address different</td>
</tr>
</tbody>
</table>
| permits.                    | from item 1?  
|                               |   □ Yes                           |
|                               |     □ No                           |

1. Article Addressed to: LSND REALTY, LLC 99 CLERK ST JERSEY CITY, NJ 07305

2. Article Number Transfer from service label 7018 0680 0002 1200 3721

3. Service Type
   - □ Adult Signature
   - □ Adult Signature Restricted Delivery
   - □ Certified Mail
   - □ Certified Mail Restricted Delivery
   - □ Collect on Delivery
   - □ Collect on Delivery Restricted Delivery Mail
   - □ Collect on Delivery Restricted Delivery Mail Restricted Delivery

4. Priority: Mail Express®
   - □ Registered Mail
   - □ Registered Mail Restricted Delivery
   - □ Return Receipt for Merchandise
   - □ Signature Confirmation™
   - □ Signature Confirmation™ Restricted Delivery

PS Form 3811, July 2015 PSH 7530-02-000-0053 B. 99 CLERK ST Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 29, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

August 29, 2018
George Pogatsias
73 Irving St
Jersey City, NJ 07307

Re: IRVING ST, 073
BLOCK : 805   LOT : 1

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Oct 01, 2018
George Pogatsias
73 Irving St
Jersey City, NJ 07307

Re: IRVING ST, 073, Jersey City, NJ
Block: 805       Lot: 1
Date work completed: 09-27-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$937.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$396.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,333.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$133.35</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$1,466.85</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**Defendant's Name:** GEORGE POGATSKAS

**Address:** 73 IRVING ST, JERSEY CITY

**State:** NJ 07307

**Complaint Number:** 345977

**State of New Jersey**

COUNTY OF HUDSON

**Complaining Witness:** WILLIAM RICHARDSON

**Residing at:**

**Date:** 8/27/18

**Location of Offense:** 73 IRVING ST

**Failure to Maintain Property. Higheaded on Property. Blacktop 287-3G Lot 1**

**Location of Offense:** 73 IRVING ST

**Description of Property:**

**Certification:**

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

(Signature of Complaining Witness)

Date: 8/27/18

**Probable Cause Determination for Issuance of Process:**

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

(Court Use Only)

You are hereby summoned to appear before the Municipal Court of Jersey City, 395 Summit Ave, Jersey City, NJ 07306, on [date] to answer the complaint. Failure to appear will result in a default judgment against you.

(Signature of Person Issuing Summons)
STATE OF NEW JERSEY
COURT OF HUDSON

Defendant's Name: First                      Initials                      Last

GEORGE POGATSIAS

Address: 3 IRVING ST. JERSEY CITY

NJ 07307

STATE OF NEW JERSEY
COUNCIL OF HUDSON

Identifying Officer/Agency Represented: (Badge No.)

Residing at _____________________________

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

named defendant on or about the _____________________________

Month, Day, Year

in JERSEY CITY, COUNTY of HUDSON, N.J.

did commit the following offense:

FAILURE TO MAINTAIN PROPERTY. LITTER ON SIDEWALK.

Comp# 526 387-3B LOT 2.

LOCATION OF OFFENSE

(State, Regulation, or Ordinance Number)

4-15-16

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

CERTIFICATION: I certify that the foregoing statements made by me are true. I am

aware that if any of the foregoing statements made by me are willfully false, I

am subject to punishment.

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

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

The complaining witness is a law enforcement or a code enforcement officer

with territorial and subject matter jurisdiction and a judicial probable cause determination

is not required prior to the issuance of this Complaint-Summons.

You are hereby summoned to appear before the municipal court, at the place

herein, on the date and time specified, to answer the complaint contained herein.

Failure to appear may result in a default judgment against you in accordance with

NJSA 2A:15-11.

(Complaint-Summons Issued)

(Signature of Person Issuing Summons)

COMPLAINT-SUMMONS SF-1 (7/14)
1. Article Addressed to:
George Pogatsias
73 Irving St
Jersey City, NJ 07307

2. Article Number (Transfer from service label)
7018 0680 0000 3959 1096

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail®
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7520-02-000-5053
Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 29, 2017, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
August 29, 2017
342 JOHNSTON AVE, LLC
1 RHODES ST
HAWTHORNE, NJ 07506

Re: JOHNSTON AVE, 342
BLOCK: 17506 LOT: 11

Dear Sir/Madam:

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

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

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

[Signature]
Jersey City Department of Public Works
Sanitation Division

forms

No Response
9-20-17
Photo #
7619-21
Aug 27, 2018
342 JOHNSTON AVE, LLC
1 RHODES ST
HAWTHORNE, NJ 07506

Re: JOHNSTON AVE, 342, Jersey City, NJ
Block: 17506 Lot: 11
Date work completed: 08-22-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$181.25</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$110.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$291.25</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$29.13</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$320.38</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
1. Article Addressed to:
342 JOHNSTON AVE, LLC
1 RHODES ST
HAWTHORNE, NJ 07506

2. Article Number (Transfer from service label)
7015 3010 0000 7702 0290

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? (Yes/No)

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

PS Form 3811, July 2015 PSN 7530-02-000-0953

- J.A. Johnston
- Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On March 13, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

March 13, 2018
111 LEXINGTON AVE, LLC
344 GROVE ST., #218
JERSEY CITY, NJ 07302

Re: LEXINGTON AVE, 111
BLOCK: 19302  LOT: 7

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

formstnovitrrevised031115RR
Aug 30, 2018

111 LEXINGTON AVE, LLC
344 GROVE ST., #218
JERSEY CITY, NJ 07302

Re: LEXINGTON AVE, 111, Jersey City, NJ
Block: 19302
Lot: 7
Date work completed: 08-29-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$312.50</td>
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<tr>
<td>Disposal Fees</td>
<td>$198.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$510.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$51.05</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$561.55</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

forms/invoicemarrevised031115RR
**Completer: Complete This Section**

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

1. Article Addressed to:
   111 LEXINGTON AVE, LLC
   344 GROVE ST., #218
   JERSEY CITY, NJ 07302

**Complete This Section On Delivery**

<table>
<thead>
<tr>
<th>A. Signature</th>
<th>☑</th>
<th>B. Received by (Printed Name)</th>
<th>C. Date of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>M. Torres</td>
<td>9-6-18</td>
<td></td>
</tr>
</tbody>
</table>

D. Is delivery address different from item 17? ☐ Yes □ No

If YES, enter delivery address below:

<table>
<thead>
<tr>
<th>D. Delivery Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>9590 9402 4200 8121 1837 05</td>
</tr>
</tbody>
</table>

2. Article Number (Transfer from service label)

7118 0680 0002 1208 4216

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Adult Signature □ Adult Signature Restricted Delivery</td>
<td></td>
</tr>
<tr>
<td>□ Certified Mail® □ Certified Mail Restricted Delivery</td>
<td></td>
</tr>
<tr>
<td>□ Collect on Delivery □ Collect on Delivery Restricted Delivery</td>
<td></td>
</tr>
<tr>
<td>□ Priority Mail Express® □ Signature Confirmation for Merchandise</td>
<td></td>
</tr>
</tbody>
</table>

PS Form 3811, July 2015 PSN 7530-02-000-9053 O-111 LEXINGTON AVE LLC Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 09, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
May 09, 2018
16 MORTON, LLC
1574 48TH ST
BROOKLYN, NY 11219

Re: MORTON PLACE, 016
BLOCK: 22405 LOT: 8

Dear Sir/Madam:

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

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

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

6-6-18
NOT CLEAN
6S

Jersey City Department of Public Works
Sanitation Division
INVOICE

Sep 14, 2018

16 MORTON, LLC
1574 48TH ST
BROOKLYN, NY 11219

Re: MORTON PLACE, 016, Jersey City, NJ
Block: 22405 Lot: 8
Date work completed: 08-30-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$643.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$484.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,127.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$112.78</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$1,240.53</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

forms\invoice\msinvst30111\5RR
<table>
<thead>
<tr>
<th>STATE OF NEW JERSEY</th>
<th>THE COURT OF GENERAL SESSIONS OF THE COUNTY OF HUDSON</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Defendant's Name:</strong></td>
<td>Eric S. Stumpf, 45 Hohtf St, Bloomfield</td>
</tr>
<tr>
<td><strong>Type of Case:</strong></td>
<td>Failure to Maintain Property</td>
</tr>
<tr>
<td><strong>Location of Offense:</strong></td>
<td>New Jersey City, New Jersey</td>
</tr>
<tr>
<td><strong>Date of Offense:</strong></td>
<td>February 22, 2022</td>
</tr>
<tr>
<td><strong>Offense:</strong></td>
<td>Failure to Maintain Property</td>
</tr>
<tr>
<td><strong>Probable Cause:</strong></td>
<td>Determined and sworn to before the Court Administrator</td>
</tr>
<tr>
<td><strong>Court Appearance:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date of Court:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Time of Court:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Attorney for Defendant:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Venue:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
</tr>
</tbody>
</table>
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

16 MORTON, LLC
1574 48TH ST
BROOKLYN, NY 11219

2. Article Number (Transfer from service label):

7035 3030 0000 7702 4304

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee)

- Yes
- No

---

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? (If YES, enter delivery address below)

- Yes
- No
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On October 19, 2017, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
NOTICE OF VIOLATION

October 19, 2017
SANTIAGO, ALICIA & SANDRA
1224 OAKWOOD RD.
BELMAR, NJ 07719

Re : MINERVA ST, 009
BLOCK : 21304 LOT : 19

Dear Sir/Madam:

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

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

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Jersey City Department of Public Works
Sanitation Division
Aug 30, 2018

SANTIAGO, ALICIA & SANDRA
1224 OAKWOOD RD.
BELMAR, NJ 07719

Re: MINERVA ST, 009, Jersey City, NJ
Block: 21304 Lot: 19
Date work completed: 08-29-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$143.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$110.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$253.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$25.38</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$279.13</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**SENDING COMPLETE THIS SECTION**

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

1. Article Addressed to:
   SANTIAGO, ALICIA & SANDRA
   1224 OAKWOOD RD.
   BELMAR, NJ 07719

**COMPLETE THIS SECTION ON DELIVERY**

<table>
<thead>
<tr>
<th>A. Signature</th>
<th>X</th>
<th>B. Received by [Printed Name]</th>
<th>C. Date of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>D. Service Type</th>
<th>E. Service Type</th>
<th>F. Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Article Number Transfer from Service Label**

- 701.8 0680 0002 3.208 4209

**PS Form 3811, July 2015 PSN 7692-02-000-9053**

- Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 27, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
June 27, 2018
BARBARA O’HARE
281 OLD BERGEN RD
JERSEY CITY, NJ 07305

Re: OLD BERGEN RD, 281
BLOCK : 27005  LOT : 23

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$393.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$525.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$52.58</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$578.33</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

vs.

Defendant's Name: First: PARRAPA Initial: O'HAEG Last: 
Address: 210 OGDEN RD JERSEY CITY, NJ 07308
State / Zip Code: 
Telephone: 
Birth Date: 
Sex: 
Height: 
Restrictions: 
Driver's License #: 
State: 
Exp. Date: 

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: (Name) 
Residing at (Address) 
(Identity / Agency Represented) 
Badge No. 

by certification or on oath, says that to the best of his / her knowledge and belief, the named defendant on or about the ___-05-18 at ___PM did commit the following offenses:

Failure to Maintain Property - Weeds / Litter
Front / Rear

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

LOCATION OF OFFENSE

OATH: Subscribed and sworn to before me this ___ day of ___ yr. 
(Signature of Complaining Witness)

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

Signature of Person Administering Oath

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY
LAW ENFORCEMENT USE ONLY

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

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

COURT DATE: ___-___-___
MAG.: ___
YEAR: ___
TIME: ___AM

(Date Summons Issued)
SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
   Barbara O'Hare
   281 Old Bergen Road
   Jersey City, NJ 07305

2. Article Number: (Transfer from mailing label)

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
   □ Agent
   □ Addresses

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

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

1. Article Addressed to:
   Barbara O'Hare
   281 Old Bergen Road
   Jersey City, NJ 07305
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 21, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 21, 2018
S & M MNGT CO.
121 ST PAULS AVE
JERSEY CITY, NJ 07306

Re : ROSE AVE, 059
BLOCK : 27003  LOT : 9

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Sep 20, 2018

S & M MNGT CO.
121 ST PAULS AVE
JERSEY CITY, NJ 07306

Re: ROSE AVE, 059, Jersey City, NJ
Block: 27003  Lot: 9
Date work completed: 09-17-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$625.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$308.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$933.00</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$93.30</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,026.30</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

forms\invoicepms\revised031115RR
**The State of New Jersey VS.**

**Defendant's Name:**

<table>
<thead>
<tr>
<th>First</th>
<th>Last</th>
</tr>
</thead>
</table>

**Address:**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

**State:**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

**Birth Date:**

<table>
<thead>
<tr>
<th>Day</th>
<th>Mo.</th>
<th>Year</th>
</tr>
</thead>
</table>

**Telephone:**

<table>
<thead>
<tr>
<th>Code</th>
</tr>
</thead>
</table>

**Sex:**

| D | E |

**Height:**

| Ft. | In. |

** Restrictions:**

| Yes | No |

**STATE OF NEW JERSEY**

**COUNTY OF:**

| HUDSON |

**Complaining Witness:**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
</table>

**Residing at:**

<table>
<thead>
<tr>
<th>City</th>
</tr>
</thead>
</table>

**OATH:**

Certification

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

**CERTIFICATION:**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

<table>
<thead>
<tr>
<th>COURT USE ONLY</th>
<th>LAW ENFORCEMENT USE ONLY</th>
</tr>
</thead>
</table>

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

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

**YOU ARE HEREBY SUMMONED TO APPEAR**

**BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A JUDGMENT MAY BE ENTERED FOR THE PLAINTIFF.**

**NOTICE TO APPEAR**

<table>
<thead>
<tr>
<th>COURT APPEARANCE REQUIRED</th>
<th>COURT DATE Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Time</th>
<th>AM/PM</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Summons Issued</th>
</tr>
</thead>
</table>

| Signature of Person Issuing Summons |

| SF-1 (7/14) |
SEDNER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
   S & M MNGT CO.
   121 ST PAULS AVE
   JERSEY CITY, NJ 07306

COMPLETE THIS SECTION ON DELIVERY

A. Signature
   X
   □ Agent
   □ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
   □ Certified Mail
   □ Express Mail
   □ Registered
   □ Return Receipt for Merchandise
   □ Insured Mail
   □ C.O.D.

4. Restricted Delivery? (Extra Fee) □ Yes

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Return Receipt (hardcopy)</td>
<td>$</td>
</tr>
<tr>
<td>Return Receipt (electronic)</td>
<td>$</td>
</tr>
<tr>
<td>Certified Mail Restricted Delivery</td>
<td>$</td>
</tr>
<tr>
<td>Adult Signature Required</td>
<td>$</td>
</tr>
<tr>
<td>Certified Mail Restricted Delivery</td>
<td>$</td>
</tr>
</tbody>
</table>

5. Total Postage and Fees

6. Total Postage and Fees

7. Total Postage and Fees

8. Postmark Here

□ Restricted Delivery

9. Extra Services & Fees (Mail piece, box, and box or appropriately)
   □ Return Receipt (hardcopy) $ |
   □ Return Receipt (electronic) $ |
   □ Certified Mail Restricted Delivery $ |
   □ Adult Signature Required $ |
   □ Certified Mail Restricted Delivery $ |

Postmark Here

S & M MNGT CO.
121 ST PAULS AVE
JERSEY CITY, NJ 07306
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On March 09, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
March 09, 2018

MADHUBALA AGARWAL
419 ESPLANADE
MAYWOOD, NJ 07607

Re: PRINCETON AVE, 270
BLOCK: 29505  LOT: 17

Dear Sir/Madam:

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

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

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

______________________________
Jersey City Department of Public Works
Sanitation Division

forms/inovitrevised031115RR
Aug 29, 2018

MADHUBALA AGARWAL
419 ESPLANADE
MAYWOOD, NJ 07607

Re: PRINCETON AVE, 270, Jersey City, NJ

Block: 29505 Lot: 17
Date work completed: 08-27-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$62.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$66.00</td>
</tr>
<tr>
<td>Total</td>
<td>$128.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$12.85</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$141.35</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

[Boxes for various services: Return Receipt (hardcopy), Return Receipt (electronic), Certified Same Day Delivery, Adult Signature Required, Adult Signature Required Delivery]

Postage

Total Postage and Fees

Sent: MADHUBALÁ AGARWAL

Street: 119 ESPLANADE

City: MAMWOOD, NJ 07607

Date Postmarked: April 25, 2017

The Postage is Due

[Postmark: ME 23]

[Signature: D. J. Kenneally]
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On March 05, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

March 05, 2018
FAHMY IBRAHIM
26 W. 54TH ST
BAYONNE, NJ 07002

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

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Aug 20, 2018
FAHMY IBRAHIM
26 W. 54TH ST
BAYONNE, NJ 07002

Re: SIP AVE, 363, Jersey City, NJ
Block: 11803    Lot: 4
Date work completed: 08-13-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$303.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$176.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$479.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$47.98</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$527.73</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
FAHMY IBRAHIM
26 W. 54TH ST
BAYONNE, NJ 07002
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On April 19, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

April 19, 2018
JENNIFER KWON
172 CLAYTON TERR
PARAMUS, NJ 07652

Re : STEVENS AVE, 086
BLOCK : 26402 LOT : 24

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$375.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$507.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$50.70</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$557.70</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey  
vs.

<table>
<thead>
<tr>
<th>Defendant's Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>JENNIFER</td>
</tr>
<tr>
<td>Last Name</td>
<td>Kwon</td>
</tr>
<tr>
<td>Address</td>
<td>172 CLAYTON TERR, PARAMUS</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip Code</td>
<td>07652</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Birth Date</td>
<td></td>
</tr>
<tr>
<td>Sex</td>
<td></td>
</tr>
<tr>
<td>Eye Color</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td></td>
</tr>
<tr>
<td>Restrictions</td>
<td></td>
</tr>
<tr>
<td>Driver's License</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Temp. License</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF NEW JERSEY  
COUNTY OF HUDSON  

Complaining Witness:  
Jase Eric Smith  
2022  

By certification of law enforcement officer, this is to certify that the following law enforcement officer has this probable cause for issuing the complaint.

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS  

Probable cause is found for the issuance of the complaint.  

Proof of probable cause is hereby submitted to the court.

NOTICE TO APPEAR  
BEFORE THIS COURT TO ANSWER THE COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.
I. Article Addressed to:

JENNIFER KWON
172 CLAYTON TERR
PARAMUS, NJ 07652

9590 9402 3356 7227 6364 06

II. Article Number (Transfer from service label)
015 3010 0000 7702 4205

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

IV. Extra Services & Fees (Check box, add fee as appropriate)
☐ Adult Signature Required $ _
☐ Adult Signature Restricted Delivery $ _
☐ Certified Mail Restricted Delivery $ _
☐ Insured Mail Fee $ _
☐ Insured Mail Restricted Delivery $ _
☐ Insured Mail Fee (over $500) $ _
☐ Priority Mail Express® Fee $ _
☐ Priority Mail Express® Fee (over $500) $ _
☐ Return Receipt (Postage) $ _
☐ Return Receipt (Postage) (electronic) $ _
☐ Registered Mail® Fee $ _
☐ Registered Mail Restricted Delivery Fee $ _
☐ Return Receipt for Merchandise Fee $ _
☐ Signature Confirmation™ Fee $ _
☐ Signature Confirmation Restricted Delivery Fee $ _
☐ Signature Confirmation Restricted Delivery Fee (over $500) $ _

V. Total Postage and Fees $ _

VI. Postmark

VII. Postmark Here

VIII. Sent To

JENNIFER KWON
172 CLAYTON TERR
PARAMUS, NJ 07652

Signature

IX. Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 28, 2017, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
September 28, 2017

297 COMMUNIPAW AVE, LLC.
146 SPENCER ST.,#5007
BROOKLYN, NJ 11205

Re : SUYDAM AVE, 241
BLOCK : 20304 LOT : 38

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms/nov/revISED031115RR
Dear Sir/Madam:

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$62.50</td>
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<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
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<tr>
<td>Total</td>
<td>$84.50</td>
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<tr>
<td>10.00% Administrative Fee</td>
<td>$8.45</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$92.95</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 09, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

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8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

May 09, 2018
SAMUEL DE FALCO
28 TERHUNE AVE
JERSEY CITY, NJ 07305

Re: TERHUNE AVE, 028
BLOCK : 26902   LOT : 17

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

6-19-18
Not Cleared
ES
Sep 24, 2018

SAMUEL DE FALCO
28 TERHUNE AVE
JERSEY CITY, NJ 07305

Re: TERHUNE AVE, 028, Jersey City, NJ
Block: 26902 Lot: 17
Date work completed: 09-21-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$268.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$88.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$356.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$35.68</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$392.43</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

VS.

SAMUEL Di PALCO

28 TE AHUNE AVE JERSEY CITY

STATE OF NEW JERSEY

COUNTY OF HUDSON

Complaining Witness: JAKOB, ENRIQUE STOJNAR

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

Residing at

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

...did commit the following offense:

FAILURE TO MAINTAIN PROPER HIGH WEEDS - LITTER

287:35

LOCATION OF OFFENSE

28 TE AHUNE AVE

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

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

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

(Signature of Judicial Officer)

Probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED

COURT DATE

6/7/18

BEFORE THE COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

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

1. Article Addressed to:
   SAMUEL DE FALCO
   28 TERHUNE AVE
   JERSEY CITY, NJ 07305

2. Article Number (transfer from service label):
   7018 0680 0002 1208 4414

3. Service Type
   - Certified Mail
   - Express Mail
   - Registered
   - Return Receipt for Merchandise
   - Insured Mail
   - C.O.D.

4. Restricted Delivery? (Extra Fee)
   - Yes

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

1. Article Addressed to:
   SAMUEL DE FALCO
   28 TERHUNE AVE
   JERSEY CITY, NJ 07305

2. Article Number (transfer from service label):
   7018 0680 0002 1208 4414

3. Service Type
   - Certified Mail
   - Express Mail
   - Registered
   - Return Receipt for Merchandise
   - Insured Mail
   - C.O.D.

4. Restricted Delivery? (Extra Fee)
   - Yes
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 09, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
May 09, 2018
LAMOMNT CARTER
8 RUGGERTS PL
MONTCLAIR, NJ 07043

Dear Sir/Madam:

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

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

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Jersey City Department of Public Works
Sanitation Division

forms\nov\n\nrevised031115RR
INVOICE

Sep 21, 2018

LAMOMNT CARTER
8 RUGGERTS PL
MONTCLAIR, NJ 07043

Re: TERHUNE AVE, 030, Jersey City, NJ

Dear Sir/Madam:

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

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

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<td>Equipment and Manpower</td>
<td>$643.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$462.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,105.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$110.58</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,216.33</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

formsiinvoicepmrevised031115RR
**The State of New Jersey vs.**

**Defendant's Name:** Lamont Carter

**Address:** 8 Ruggelis Pl

**City:** Montclair

**State:** NJ

**ZIP Code:** 07043

**Date of Birth:**

**Sex:**

**Race:**

**Height:**

**Weight:**

**Restrictions:**

**License #:**

---

**STATE OF NEW JERSEY**

**COUNTY OF:** Hudson

**Complaining Witness:** Insr. Eric Stumpf

**Name:**

**Identity Dept./Agency Represented:** (Name)

**Badge No.:** 1022

**Residing at:**

---

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

termed defendant on or about the

**Date:**

**Month:**

**Year:**

**Time:**

**LOCATION OF OFFENSE:**

**LOCATION:**

**SOUTH 36TH STREET**

**Phone:**

---

**OATH:** Subscribed and sworn to before me this __________ day of __________, 2023, by certification or on oath, says that to the best of his/her knowledge or information, and belief the
termed defendant on or about the

---

**CERTIFICATION:** I certify that the foregoing statements made by me are true.

---

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

**ELECTRICITY OR TELEPHONE USE:**

---

YOU ARE HEREBY SUMMONED TO APPEAR

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

---

**Court Appearance:**

**Date:**

**Month:**

**Day:**

**Time:**
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LAMONNT CARTER
8 RUGGERTS PL
MONTCLAIR, NJ 07043

2. Article Number/Reference from service order

7015 0010 0000 7702 4311

3. Service Type

☐ Certified Mail
☐ Express Mail
☐ Registered Mail
☐ Return Receipt for Merchandise
☐ Insured Mail
☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 25, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 25, 2018

WILFRED TORRES, JR.
80 TERHUNE AVE
JERSEY CITY, NJ 07305

Re : TERHUNE AVE, 080
BLOCK : 26201 LOT : 51

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Sep 21, 2018

WILFRED TORRES, JR.
80 TERHUNE AVE
JERSEY CITY, NJ 07305

Re: TERHUNE AVE, 080, Jersey City, NJ
Block: 26201 Lot: 51
Date work completed: 09-20-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$143.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$209.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$20.98</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$230.73</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

form:invoicepnsrevised031115RR
# The State of New Jersey vs.

<table>
<thead>
<tr>
<th>Defendant's Name: First</th>
<th>Initial</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>Birth No.</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
<th>Sex</th>
<th>Eyes</th>
<th>Height</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF:** HUDSON

**Complaining Witness:**

**Residing at:**

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

**JERSEY CITY**

**0906**

**County of:** HUDSON

**Do** did commit the following offense:

**in violation of (one charge only)**

**LOCATION OF OFFENSE**

Describe Location (other than traffic).

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

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS**

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

- [ ]

**You Are Hereby Summoned to Appear**

**NOTICE TO APPEAR**

**COURT APPEARANCE REQUIRED**

**COURT DATE**

**Month**

**Day**

**Year**

**Time**

**AM/PM**

**COMPLAINT-SUMMONS** SF-1 (7/14)
Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WILFRED TORRES, JR.
80 TERHUNE AVE
JERSEY CITY, NJ 07305

2. Article Number (Transfer from service label)

7015 3030 0000 7702 0566

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

☐ Domestic Return Receipt

☐ Foreign Return Receipt

☐ Return Receipt

☐ Return Receipt for Merchandise

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ Shipping Receipt

☐ Shipping Receipt for Merchandise

☐ Return Receipt

☐ Return Receipt for Merchandise

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ Shipping Receipt

☐ Shipping Receipt for Merchandise

☐ Return Receipt

☐ Return Receipt for Merchandise

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On February 15, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

February 15, 2018
IBRAHIM FAYED
206 WARREN STREET
HARRISON, NJ 07029

Re: UNION ST, 191
BLOCK: 19403	LOT: 10

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

3/2018
Aug 22, 2018

IBRAHIM FAYED
206 WARREN STREET
HARRISON, NJ 07029

Re: UNION ST, 191, Jersey City, NJ
Block: 19403 Lot: 10
Date work completed: 08-10-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$62.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$44.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$106.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$10.65</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$117.15</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
SENDING COMPLETE THIS SECTION

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

1. Article Addressed to:

IBRAHIM FAYED
206 WARREN STREET
HARRISON, NJ 07029

2. Article Number (Transfer from service label)

7018 0660 0002 1206 364b

DIRECTED TO THE ADDRESSEE

COMPLETENESS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Damaged

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

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation

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

Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 16, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

August 16, 2018

Alan Ozarow
293 Eisenhower Pkwy STE 310
Livingston, NJ 07039

Re : WEBSTER AVE, 271
BLOCK : 2301 LOT : 35

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Oct 12, 2018

Alan Ozarow
293 Eisenhower Pkwy STE 310
Livingston, NJ 07039

Re: WEBSTER AVE, 271, Jersey City, NJ
Block: 2301 Lot: 35
Date work completed: 10-11-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$143.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td>Total</td>
<td>$165.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$16.58</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$182.33</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
Defendant's Name: First

Address: 28 Hudson St. LLC

City: Jersey City

State: NJ

Zip Code: 07306

Telephone:

Birth Date: Mo. Day Yr.

Sex: M

Age: 0

Height: 0

Restrictions:

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: DNP. C. SANDWICH

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

Residing at (Address)

by certification or on oath, says that to the best of his/her knowledge and belief, if

named defendant on or about

in JERSEY CITY 0906 County of HUDSON N.

Did commit the following offense:

in violation of (one charge only)

[Statute, Regulation or Ordinance Number]

LOCATION OF OFFENSE

Describe Location (other than traffic)

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

(Signature of Complaining Witness)

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

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

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

SIGNED

(Signature of Judicial Officer)

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THE COURT AT THE ADDRESS WHERE YOU ARE SUMMONED TO APPEAR ON THE DATE AND TIME STATED. A WARRANT MAY BE ISSUED IF YOU FAIL TO APPEAR.

NOTICE TO APPEAR

Court Appearance Required

Court Date

Day

Year

Time

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

1. Article Addressed to:
   Alan Ozarow
   293 Eisenhower Pkwy STE 310
   Livingston, NJ 07039

2. Article Number (Transfer from service label)
   7618 0680 0002 3959 0709

3. Service Type
   - Priority Mail Express®
   - Certified Mail®
   - Certified Mail Restricted Delivery

---

A. Signature
   - Agent
   - Address

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

D. Is delivery address different from item 1?
   - Yes
   - No

---

N.271 WEBSTER

---

PS Form 3811, July 2015 PSN 7530-02-000-9053
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 23, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
May 23, 2018
BESSIE DAVIS
115 BLACKWOOD APT M550
CLEMENT, NJ 08021

Re: WINFIELD AVE, 273
BLOCK : 28502  LOT : 11

Dear Sir/Madam:

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

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

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

6-6/18
Not Clean
ES

Jersey City Department of Public Works
Sanitation Division
INVOICE

Sep 14, 2018

BESSIE DAVIS
115 BLACKWOOD APT M550
CLEMENT, NJ 08021

Re: WINFIELD AVE, 273, Jersey City, NJ
Block: 28502  Lot: 11
Date work completed: 09-13-2018

Dear Sir/Madam:

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

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

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<tbody>
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<td>$437.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$220.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$657.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$65.75</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td>$723.25</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

VS.

Defendant's Name: BESSIE DAVIS

Address: 115 BLACKWOOD AVE. CLEMENTON

Phone: 365 Summit Ave. Jersey City, NJ 07305

Defendant's License #: 

Date of Birth: 

Sex: 

Eyes: 

Height: 

Restrictions: 

STATE OF NEW JERSEY, COUNTY OF HUDSON.

Complaining Witness: INSPECTOR, LATIF SUMMERS

Residing at: 

by certification or oath, says that to the best of his knowledge or information and belief the named defendant on or about the 5/31/18 at 8:02 AM in JERSEY CITY, COUNTY OF HUDSON, N.J., did commit the following offense: FAILURE TO MAINTAIN PROPERTY HIGH WEEDS-LITTER

In violation of (one charge only) 

LOCATION OF OFFENSE: 273 W. N. ED. AVENUE

OATH: Subscribed and sworn before me 

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

YES (Signature of Judicial Officer)

NO (Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

COURT DATE: 6/17/18

TIME: 10:00 AM
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address</td>
<td>X</td>
</tr>
<tr>
<td>so that we can return the card</td>
<td>□ Agent</td>
</tr>
<tr>
<td>to you.</td>
<td>□ Addressee</td>
</tr>
<tr>
<td>Attach this card to the back</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>of the mailpiece, or on the</td>
<td>C. Date of Delivery</td>
</tr>
<tr>
<td>front if space permits.</td>
<td>D. Is delivery address different</td>
</tr>
<tr>
<td></td>
<td>from item 1?</td>
</tr>
<tr>
<td></td>
<td>If YES, enter delivery address</td>
</tr>
<tr>
<td></td>
<td>below:</td>
</tr>
<tr>
<td>Article Addressed to: BESSIE</td>
<td></td>
</tr>
<tr>
<td>DAVIS</td>
<td></td>
</tr>
<tr>
<td>115 BLACKWOOD APT M550</td>
<td></td>
</tr>
<tr>
<td>CLEMENT, NJ 08021</td>
<td></td>
</tr>
<tr>
<td>9590 9402 3356 7227 6499 18</td>
<td></td>
</tr>
<tr>
<td>0...Article Number, Marking</td>
<td></td>
</tr>
<tr>
<td>from service label, 7015 3030</td>
<td></td>
</tr>
<tr>
<td>0000 7702 4502</td>
<td></td>
</tr>
<tr>
<td>PS Form 3811, July 2015</td>
<td></td>
</tr>
<tr>
<td>PSN 7350-02-009-0093 N-273</td>
<td></td>
</tr>
<tr>
<td>Domestic Return Receipt</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
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<td></td>
</tr>
<tr>
<td>CLEMENT, NJ 08021</td>
<td></td>
</tr>
<tr>
<td>9590 9402 4200 8121 1846 34</td>
<td></td>
</tr>
<tr>
<td>2...Article Number, Marking</td>
<td></td>
</tr>
<tr>
<td>from service label, 7015 3030</td>
<td></td>
</tr>
<tr>
<td>0000 8121 1846 34</td>
<td></td>
</tr>
</tbody>
</table>
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 04, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
Oct 11, 2018

Dear Sir/Madam:

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

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

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$56.25</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$78.25</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$7.83</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$86.08</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

June 04, 2018
XIU QIN LIU
251 ACADEMY ST
JERSEY CITY, NJ 07306

Re: ACADEMY ST, 308
BLOCK: 12106   LOT: 13

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms/nov1rev09ved031115RR
**The State of New Jersey**

**COURT I.D. PREFIX**  COMPLAINT NUMBER  NJ Municipal Court of Jersey City

**Defendant's Name:**  First  Last

**Address:**

**State:**  Zip Code  Telephone  

**Birth Date:**

**Driver's License #:**

**STATE OF NEW JERSEY**

**COUNTY OF:**  HUDSON

**Complaining Witness:**  

**Residing at:**

**Month - Day - Year:**  

**Telephone:**

**Height:**

**Restrictions:**

**OATH:**  

**LOCATION OF OFFENSE:**

**LOCATIOM OF OFFENSE:**

**CERTIFICATION:**

**DATE:**  

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

**YOU ARE HEREBY SUMMONED TO APPEAR**

**NOTICE TO APPEAR:**

**SIGNATURE OF PERSON ISSUING SUMMONS:**
**SENDER: COMPLETE THIS SECTION**

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

1. **Article Addressed to:**
   
   XIU QIN LIU  
   251 ACADEMY ST  
   JERSEY CITY, NJ 07306

2. **Article Number/Transfer from service label:**
   
   7016 0680 0000 3959 0778

3. **Service Type**
   
   - Adult Signature
   - Adult Signature Restricted Delivery
   - Certified Mail®
   - Certified Mail® Restricted Delivery
   - Collect on Delivery
   - Collect on Delivery Restricted Delivery
   - Mail Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. **Signature**

   X

B. **Received by (Printed Name)**

C. **Date of Delivery**

D. Is delivery address different from item 1?  
   - Yes
   - No
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 14, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
Oct 05, 2018

EBONY BROWN
5440 TUJUNGA AVE. APT 815
N. HOLLYWOOD, CA 91601

Re: ARLINGTON AVE, 298, Jersey City, NJ
Block: 1980 Lot: 15
Date work completed: 10-04-2018

Dear Sir/Madam:

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

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

<table>
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<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$250.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$88.00</td>
</tr>
<tr>
<td>Total</td>
<td>$338.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$33.80</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$371.80</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

form invoicepmarevised031115RR
NOTICE OF VIOLATION

June 14, 2018
EBONY BROWN
5440 TUJUNGA AVE. APT 815
N. HOLLYWOOD, CA 91601

Re: ARLINGTON AVE, 298
BLOCK : 1980 LOT : 15

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
**Defendant's Name:** Fnsiiralia

**Address:**

**City:**

**State:** NJ

**Zip Code:** 07305

**Telephone:**

**Birth Date:**

**Month:**

**Day:**

**Year:**

**Sex:**

**Eyes:**

**Height:**

**Weight:**

**License #:**

**State:**

**Lto:**

---

**STATE OF NEW JERSEY**

**COUNTY OF:**

**HUDSON**

**COMPLAINANT:**

**Complaining Witness:**

**Residing at:**

**Identity Dep/Agency Represented:**

**Date:**

**Month:**

**Day:**

**Year:**

**Location of Offense:**

**DATE:**

**Signed and sworn to before me this day of ,

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

---

**Probable Cause Determination for Issuance of Process:**

**Court Use Only:**

**Law Enforcement Use Only:**

---

**You Are Herby Summoned to Appear:**

Before this court to answer this complaint if you fail to appear on the date and time stated herein, a warrant may be issued for your arrest.

---

**NOTICE TO APPEAR:**

**(Date Summons Issued):**

**(Signature of Person Issuing Summons):**
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 12, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
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8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Oct 09, 2018

MARLON J. MORALES
101 BEACH ST
JERSEY CITY, NJ 07307

Re: BEACH ST, 101, Jersey City, NJ
Block: 4203    Lot: 12
Date work completed: 10-03-2018

Dear Sir/Madam:

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

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

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<td>$312.50</td>
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<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$444.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$44.45</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$488.95</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
June 12, 2018
MARLON J. MORALES
101 BEACH ST
JERSEY CITY, NJ 07307

Re: BEACH ST, 101
BLOCK: 4203 LOT: 12

Dear Sir/Madam:

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

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

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

6/27/18

18# 4114-18

NO RESPONSE
PLEASE中國 CLEAN UP

Jersey City Department of Public Works
Sanitation Division

forms/inovt/revised031115RR
COURT I.D. | COMPLAINT NUMBER
------- | ---------------
0906   | SF 341340

MUNICIPAL COURT OF JERSEY CITY
365 SUMMIT AVE.
JERSEY CITY, NJ 07305

The State of New Jersey
vs.

Defendant's Name: First Initial Last
MARLON J. MORALES

Address
101 BEACH ST., JERSEY CITY

State Zip Code Telephone
NJ 07307

Birth Date
Sex
Eyes
Height
Restrictions

Driver's License #

STATE OF NEW JERSEY
COUNTY OF

Complaining Witness: TAI SP WILLIAM RICHARDS

of SANITATION/DPW

Residing at

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

named defendant on or about the

in JERSEY CITY, County of HUDSON

did commit the following offense:

FAILURE TO MAINTAIN PROPERTY, HIGHWEED ON PROPERTY.

in violation of (one charge only)

LOCATION
OF OFFENSE

OATH: Subscribed and sworn to before me

CERTIFICATION: I certify that the foregoing statements made by me are true, I am

day of aware that if any of the foregoing

statements made by me are falsely false, I am subject to punishment.

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

Year

Month

Day

(Signature of Judicial Officer)

Year

Month

Day

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTE TO APPEAR

COURT APPEARANCE REQUIRED

COMPLAINT-SUMMONS

(Signature of Person Issuing Summons)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 27, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
INVOICE

Oct 12, 2018

EMAD EYBRAHIM
72 KENNEDY BLVD
BAYONNE, NJ 07002

Re: BRAMHALL AVE, 627, Jersey City, NJ
Block: 18505 Lot: 3
Date work completed: 10-11-2018

Dear Sir/Madam:

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

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<td>$110.00</td>
</tr>
<tr>
<td>Total</td>
<td>$485.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$48.50</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$533.50</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

June 27, 2018
EMAD EBRAHIM
72KENNEDY BLVD
BAYONNE, NJ 07002

Re : BRAMHALL AVE, 627
BLOCK : 18505 LOT : 3

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey vs.

Defendant's Name: Feisal Ebrahimi
Address: 32 Kennedy Blvd, Bayonne

Defendant's Sex: M
Date of Birth: 11-14-02
Height: 5'10"
Weight:

STATE OF NEW JERSEY
COUNTY OF HUDSON
Complaining Witness: Inco Joseph Lipari

Residing at: 32 Kennedy Blvd, Bayonne

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

SIGNATURE OF COMPLAINING WITNESS:

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

Signature of Person Administering Oath:

THE COMPLAINING WITNESS IS A LAW ENFORCEMENT OFFICER WITH TERRITORIAL AND SUBJECT MATTER JURISDICTION AND A JUDICIAL PROBABLE CAUSE DETERMINATION IS NOT REQUIRED PRIOR TO THE ISSUANCE OF THIS COMPLAINT - SUMMONS.
U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $1.80
Extra Services & Fees: [ ] Return Receipt Requested $0
[ ] Certified Mail Restricted Delivery $0
[ ] Adult Signature Required $0

Postage $0

Total Postage and Fees $1.80

Sent To:

EMAD Ebrahim
72 Kennedy Blvd
Bayonne, NJ 07002

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees: [ ] Return Receipt Requested $0
[ ] Certified Mail Restricted Delivery $0
[ ] Adult Signature Required $0

Postage

Total Postage and Fees

Sent To:

EMAD Ebrahim
72 Kennedy Blvd
Bayonne, NJ 07002
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 11, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Oct 09, 2018
CHARLES & ROSEMARY KIM
97 CHARLES ST
JERSEY CITY, NJ 07307

Re: CHARLES ST, 097, Jersey City, NJ
Block: 2604       Lot: 24
Date work completed: 10-05-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$437.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$569.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$56.95</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$626.45</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

fax/invoice/psmrevised03115RR
June 11, 2018
CHARLES & ROSEMARY KIM
97 CHARLES ST
JERSEY CITY, NJ 07307

Re : CHARLES ST, 097
BLOCK : 2604   LOT : 24

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: J.S.S.

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

(Signature of Complaining Witness)

(LAW ENFORCEMENT USE ONLY)

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

Yes

No

(Signature of Judge)

(Signature of Judicial Officer)

You are hereby summoned to appear before this court to answer this complaint if you fail to appear on the date and at the time stated, a Warrant may be issued for your arrest.

(LEO)

COMPLAINT-SUMMONS SF-1 (7/14)
<table>
<thead>
<tr>
<th>Extra Services &amp; Fees (check box, add fee as appropriate)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return Receipt (hardcopy)</td>
<td>$</td>
</tr>
<tr>
<td>Return Receipt (electronic)</td>
<td>$</td>
</tr>
<tr>
<td>Certified Mail Restricted Delivery</td>
<td>$</td>
</tr>
<tr>
<td>Adult Signature Required</td>
<td>$</td>
</tr>
<tr>
<td>Adult Signature Restricted Delivery</td>
<td>$</td>
</tr>
<tr>
<td>Postage</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Postage and Fees</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**To:** CHARLES & ROSEMARY KIM  
**Address:** 997 CHARLES ST  
**City:** JERSEY CITY, NJ 07307

**Certified Mail Fee**

**Total Postage and Fees**

$9.78
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On April 19, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Aug 31, 2018

D GLOBAL PROPERTY, LLC
141 NELSON AVE
JERSEY CITY, NJ 07306

Re: CLAREMONT AVE, 309, Jersey City, NJ
Block: 22303 Lot: 3
Date work completed: 08-30-2018

Dear Sir/Madam:

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

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

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<td>Equipment and Manpower</td>
<td>$62.50</td>
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<tr>
<td>Disposal Fees</td>
<td>$44.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$106.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$10.65</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$117.15</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

April 19, 2018
D GLOBAL PROPERTY, LLC
141 NELSON AVE
JERSEY CITY, NJ 07306

Re : CLAREMONT AVE, 309
BLOCK : 22303 LOT : 3

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms/inovlrevise031115RR

[Signature]

4-25-15
The State of New Jersey vs.

Defendant's Name: First Initial Last Initial

Address:

State Zip Code Telephone

Birth Date:

Driver's License No.

STATE OF NEW JERSEY COUNTY OF HUDDON

Complaining Witness: (Name)

Residing at (Identify Dept/Agency Represented) (Badge No.)

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

in JERSEY CITY did commit the following offense:

LOCATION OF OFFENSE

Describe Location (other than traffic)

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

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

You are hereby summoned to appear before this court to answer this complaint. If you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.

(Agent Summons Issuer) (Signature of Person Issuing Summons)
1. Article Addressed to:
   D GLOBAL PROPERTY, LLC
   141 NELSON AVE
   JERSEY CITY, NJ 07306

2. Article Number (Transfer from service label)
   7015 0680 0002 1208 4261

3. Service Type
   - Priority Mail®
   - Registered Mail®
   - Return Receipt for Merchandise
   - Signature Confirmation

   Priority Mail®
   Registered Mail®
   Return Receipt for Merchandise
   Signature Confirmation

   Registered Mail®
   Return Receipt for Merchandise
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GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 29, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Oct 02, 2018
103 OCEAN, LLC
224 93RD ST
BROOKLYN, NY 11209

Re: CLINTON AVE, 121, Jersey City, NJ
Block: 18501  Lot: 2
Date work completed: 10-01-2018

Dear Sir/Madam:

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

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

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</tr>
<tr>
<td>Disposal Fees</td>
<td>$88.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$213.00</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$21.30</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$234.30</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

May 29, 2018
103 OCEAN, LLC
224 93RD ST
BROOKLYN, NY 11209

Re: CLINTON AVE, 121
BLOCK: 18501    LOT: 2

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey
vs.

Defendant's Name: First Name

Address

State
Zip Code
Telephone

Birth Date:

Sex

Eyes

Height

Restrictions

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness:

I, the undersigned, certify that to the best of my knowledge and belief, the defendant committed the following offense:

Failure to Maintain Properly High Beams

In violation of (one charge only)

LOCATION OF OFFENSE

Describe location, issues, etc. (traffic)

OATH: Subscribed and sworn to before me this day of

CERTIFICATION: I certify that the foregoing statements made by me are true.

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT to answer this complaint. If you fail to appear on the date

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED

COURT DATE

Month

Day

Year

Time

AM/PM

AGENCY.

Defendant's Name: First Name

Address

State
Zip Code
Telephone

Birth Date:

Sex

Eyes

Height

Restrictions

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness:

I, the undersigned, certify that to the best of my knowledge and belief, the defendant committed the following offense:

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In violation of (one charge only)

LOCATION OF OFFENSE

Describe location, issues, etc. (traffic)

OATH: Subscribed and sworn to before me this day of

CERTIFICATION: I certify that the foregoing statements made by me are true.

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BEFORE THIS COURT to answer this complaint. If you fail to appear on the date

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED

COURT DATE

Month

Day

Year

Time

AM/PM
CERTIFIED MAIL RECEIPT

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

OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent to:
103 OCEAN, LLC
224 93RD ST
BROOKLYN, NY 11209

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent to:
103 OCEAN, LLC
224 93RD ST
BROOKLYN, NY 11209
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 29, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Sep 25, 2018

U.S. BANK TRUST, N.A. TRUSTEE LSF9
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

Re: CLINTON AVE, 244, Jersey City, NJ
Block: 18302    Lot: 51
Date work completed: 09-24-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$143.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$275.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$27.58</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$303.33</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

May 29, 2018

U.S. BANK TRUST, N.A. TRUSTEE LSF9
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

Re: CLINTON AVE, 244
BLOCK: 18302 LOT: 51

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

17-10-18 NOT CLEAN
The State of New Jersey

vs.

Defendant's Name: First Name Initial
US BANE TRUST N.A.
13801 Wireless Way OK CITY OK 72134

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

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

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

The State of New Jersey
COUNTY OF:

STATE OF NEW JERSEY
COUNTY OF:

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

OATH: Subscribed and sworn to before me this day of __, ___.

Location of offense:

244 Clinton Ave

Location of offense:

244 Clinton Ave

Probable cause determination for issuance of process:

Law enforcement use only

Probable cause determination for issuance of process:

Law enforcement use only

You are hereby summoned to appear before this court on

05/25/18

You are hereby summoned to appear before this court on

05/25/18

Notice to appear:

COMPLAINT-SUMMONS

SF-1 (7/14)
<table>
<thead>
<tr>
<th><strong>COMPLETE THIS SECTION</strong></th>
<th><strong>COMPLETE THIS SECTION ON DELIVERY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Signature</strong></td>
<td><strong>A. Signature</strong></td>
</tr>
<tr>
<td><strong>B. Received by (Printed Name)</strong></td>
<td><strong>B. Received by (Printed Name)</strong></td>
</tr>
<tr>
<td><strong>C. Date of Delivery</strong></td>
<td><strong>C. Date of Delivery</strong></td>
</tr>
<tr>
<td><strong>D. Is delivery address different from item 1?</strong></td>
<td><strong>D. Is delivery address different from item 1?</strong></td>
</tr>
</tbody>
</table>

**Items 1, 2, and 3.**

Name and address on the reverse can return the card to you, card to the back of the mailpiece, if space permits.

**If YES, enter delivery address below:**

**Signature Confirmation**

BANK TRUST, N.A. TRUSTEE
1 WIRELESS WAY
HOMA CITY, OK 73134

9402 3356 7227 6493 38

**Transfer from service label**

JULY 2015 PBE-0600-0000-0093

N. Clinton

**Domestic Return Receipt**

**Items 1, 2, and 3.**

Name and address on the reverse can return the card to you, card to the back of the mailpiece, if space permits.

**If YES, enter delivery address below:**

**Signature Confirmation**

BANK TRUST, N.A. TRUSTEE
1 WIRELESS WAY
HOMA CITY, OK 73134

9402 3356 7227 6493 38

**Transfer from service label**

JULY 2015 PBE-0600-0000-0093

N. Clinton

**Domestic Return Receipt**
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 12, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$143.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$165.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$16.58</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$182.33</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

June 12, 2018
164 COLUMBIA AVE, LLC
62 ST. PAULS AVE
JERSEY CITY, NJ 07306

Re: COLUMBIA AVE, 164
BLOCK: 1301 LOT: 14

Dear Sir/Madam:

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

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

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

6/25/18

WEEDS ARE CUT.

NEED TO REMOVE YARDWAST FROM PROPERTY (4 BAGS)
STATE OF NEW JERSEY
COUNTY OF HUDSON

Defendant's Name: SATISH ZALAVADIYA

Address: 62 ST. PAULS AVE JERSEY CITY

Date of Birth: 07/06/1970

Telephone: 201-794-4684

Zip Code: 07306

Driver's License #: 241327

Sex: M

Eyes: Brown

Restrictions: None

State: New Jersey

Expiration Date: 07/06/2005

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: INSPECTOR WILLIAM RICHARDSON

Residing at 164 COLUMBIA AVE

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

JERSEY CITY

did commit the following offense:

PROPERTY 

FAILURE TO MAINTAIN

PROPER

AMOUNT OF

DEBRIS

LOCATION OF OFFENSE: 67-36 1/ST. 14

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

(JSignature of Complaining Witness)

Date: 6/17/18

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

Signature of Person Administering Oath: 

Date: 6/17/18

Probable cause is found for the issuance of this Complaint - Summons.
ms. 1, 2, and 3. me and address on the reverse in return the card to you. and to the back of the mailpiece, if space permits.

sent to:

COLUMBIA AVE, LLC
T. PAULS AVE
SHEY CITY, NJ 07306

402-4253 8121 3592 25
0680 0000 3959 0936

I, July 2015 PSN 7530-02-000-0036

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? Yes

If YES, enter delivery address below:

D No

3. Service Type

☐ Certified Mail
☐ Registered Mail
☐ Insured Mail
☐ Q.O.D.

☐ Priority Mail Express
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

4. Restricted Delivery? (Extra Fee) Yes
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 14, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Oct 04, 2018

JEM 81, LLC
7 GLENWOOD AVE, STE 311C
EAST ORANGE, NJ 07017

Re: CONGRESS ST, 081, Jersey City, NJ

Block: 2204  Lot: 21  
Date work completed: 10-01-2018

Dear Sir/Madam:

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

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

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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$1,312.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$352.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,664.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$166.45</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,830.95</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
 Jersey City Department of Public Works
 DIVISION OF SANITATION
 13 LINDEN AVENUE EAST
 JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

May 14, 2018
JEM 81, LLC
7 GLENWOOD AVE, STE 311C
EAST ORANGE, NJ 07017

Re : CONGRESS ST, 081
BLOCK : 2204    LOT : 21

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

VS.

Defendant's Name: First Last
JEN 81, LUL YO JON LITFLICK

Address
7 GLN WOOD PLN S 3 1K ORANGE

State Code Telephone
NJ 07017

Birth Date: Mo. Day Yr. Sex

Driver's License:

STATE OF NEW JERSEY COUNTY OF HUDSON

Complaining Witness: "THER. SANTAGO

of D.P. (Identity Dept/Agency Represented) (Badge No.)

Residing at

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

in JERSEY CITY

Month Day Year Time

did commit the following offense:

MATTERS

in violation of (one charge only)

LOCATION OF OFFENSE

Describe Location other than traffic

OATH: Subscribed and sworn to before me this day of 19_

(Signature of Complaining Witness)

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

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

(Signature of Judicial Officer)

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

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

COURT APPEARANCE REQUIRED

NOTICE TO APPEAR

Date Summons Issued

Complaint-Summons

0906 SF 339609
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 01, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

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8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Oct 10, 2018

Re: HARRISON AVE, 247, Jersey City, NJ
Block: 18301    Lot: 20
Date work completed: 10-09-2018

Dear Sir/Madam:

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

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<td>$687.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$506.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,193.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$119.35</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$1,312.85</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works  
DIVISION OF SANITATION  
13 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works  
Sanitation Division
NOTICE OF VIOLATION

September 01, 2018
247 HARRISON, LLC
492C CEDARE LANE, STE 310
TEANECK, NJ 07666

Re : HARRISON AVE, 247
BLOCK : 18301    LOT : 20

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

[Signature]

10-2-18

_NEEDS TO BE CLEANED ASAP_
Defendant's Name: PETER HARRISON, LLC

| Address: 4022 CAMP CENEILL, TECHNECK | Telephone: |
| State: NJ |  |
| Birth Date: | Day: | Yr: | Sex: | Eye: | Height: | Restrictions: |  |
| Driver's License #: | State: | Exp, Date: |  |

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: LISA D. FORTUNATO

Residing at: 123 PARK AVE

by certification or on oath, says that to the best of his/her knowledge and belief, the
named defendant on or about the day of the month of the year
in violation of (one charge only)

LOCATION OF OFFENSE: 427 TIMBER AVE

OATH: Subscribed and sworn to before me this day of the year

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

NOTE TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WAR licence MAY BE ISSUED FOR YOUR ATTENTION.

NOTICE TO APPEAR

Court Appearance Required: Yes

Date: 2/9/20

Time: 1:00PM

Signature of Person Issuing Summons: J. F. W.

Date Summons Issued: 1/26/20
247 HARRISON, LLC
492C CEDARE LANE, STE 310
TEANECK, NJ 07666

9590 9402 4253 8121 3590 03

2. Article Number (Transfer from service label)
7018 0680 0000 3959 0846

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery

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

SIGNED: COMPLETE THIS SECTION

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

1. Article Addressed to:
247 HARRISON, LLC
492C CEDARE LANE, STE 310
TEANECK, NJ 07666

9590 9402 4120 8092 9046 01

2. Article Number (Transfer from service label)
7018 0680 0000 1208 4698

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 25, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Oct 11, 2018
DANIEL GUIDUCCI
22 ASH STREET #1
JERSEY CITY, NJ 07304

Re: FIFTH ST, 204.5, Jersey City, NJ
Block: 11304 Lot: 7
Date work completed: 10-09-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$143.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td>Total</td>
<td>$165.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$16.58</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$182.33</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
June 25, 2018
DANIEL GUIDUCCI
22 ASH STREET #1
JERSEY CITY, NJ 07304

Re: FIFTH ST, 204.5
BLOCK: 11304 LOT: 7

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

vs.

Defendant's Name: Daniel Guiducci

Address: 22 Astor St, Jersey City

State: NJ, Zip Code: 07304

Telephone:

Birth Date: [Do not fill in]

Driver's License:

Restrictions:

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: Insp. Eric Stump

Name of Agency Represented: SPNJ

(Assignment No.)

Hereby charged:

Failure to Maintain Property High Weeds

287.36

LOCATION OF OFFENSE:

E 7th St

CERTIFICATION:

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

Signature of Complaining Witness

Signature of Person Administering Oath

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF COMPLAINT-SUMMONS

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

SUMMONS ISSUED: 7/24/18

Date Summons Issued

Signature of Person Issuing Summons

NOTICE TO APPEAR

Before this court to answer this complaint if you fail to appear on the date and at the time stated, a warrant can be issued for your arrest.

Date: 7/24/18

Time: 10:00 AM

Signature of Person Issuing Summons

COMPLAINT-SUMMONS
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
</table>
| Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Signature □ Agent
☑ X □ Addresses |

1. Article Addressed to:

| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

2. Article Number (Transfer from service label)

| 7015 3010 0000 7702 0634 |

3. Service Type

| Certified Mail □ Sectional Mail □ Delivery □ Certified Mail Restricted Delivery □ Certified Mail Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery |

4. Restricted Delivery? (Extra Fee) □ Yes

| DANIEL GUIDUCI |
| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

5. Address

| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

6. Date of Delivery

| 2015 |

7. Service Type

| Certified Mail □ Insured Mail □ Certified Mail Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery

8. Restricted Delivery? (Extra Fee) □ Yes

| DANIEL GUIDUCI |
| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

9. Address

| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

10. Date of Delivery

| 2015 |

11. Service Type

| Certified Mail □ Insured Mail □ Certified Mail Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery

12. Restricted Delivery? (Extra Fee) □ Yes

| DANIEL GUIDUCI |
| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

13. Address

| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

14. Date of Delivery

| 2015 |

15. Service Type

| Certified Mail □ Insured Mail □ Certified Mail Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery □ Certified Mail Delivery Restricted Delivery

16. Restricted Delivery? (Extra Fee) □ Yes

| DANIEL GUIDUCI |
| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

17. Address

| 22 ASH STREET #1 |
| JERSEY CITY, NJ 07304 |

18. Date of Delivery

| 2015 |
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 16, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
Oct 09, 2018
372-376 3RD ST, LLC
P.O. BOX 7381
WATCHUNG, NJ 07069

Re: THIRD ST, 372-376, Jersey City, NJ
Block: 11002   Lot: 17
Date work completed: 10-04-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$268.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td>Total</td>
<td>$290.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$29.08</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$319.83</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
NOTICE OF VIOLATION

May 16, 2018
372-376 3RD ST, LLC
P.O. BOX 7381
WATCHUNG, NJ 07069

Re: THIRD ST, 372-376
BLOCK: 11002  LOT: 17

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

STATE OF NEW JERSEY
COUNTY OF HUDSON

Defendant's Name: Elmo Abbas K. Tarei
17 Emlen Ave.
Jersey City, NJ 07307

Defendant's Address:

Do not use the space above the line.

I, Joseph Lipari, a law enforcement officer of the municipality of Jersey City, do hereby certify that on or about the 16th day of April, 2018, at 11:40 AM, in Jersey City, the defendant Elmo Abbas K. Tarei did commit the following offense:

High weeds inside of along sidewalk of property
287-3G

Location of Offense: 378 Third Street

OATH: Subscribed and sworn to before me, the undersigned officer, this 5th day of May, 2018.

Probable cause determination for issuance of process:

Signature of Person Administering Oath:

You are hereby summoned to appear before this court to answer this complaint if you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.

Date of Service:

Notice to appear:

Signature of the Person Administering Oath: 5-16-18

Complaint-Summons
1. Complete Section

As 1, 2, and 3. Also complete Section D if desired Delivery is desired.

2. Return Address

Put the card to the reverse return the card to you.

3. Service Type

If space permits.

4. Restricted Delivery

If space permits.

5. To:

6 3RD ST, LLC
OX 7381
IJUNG, NJ 07069

6. Transfer from service label

I2 4253 8121 3589 52
GEDAL McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On July 10, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
INVOICE

Oct 12, 2018

SSJ REALTY & CONSTRUCTION, LLC
112 WEBSTER AVE
JERSEY CITY, NJ 07307

Re: WEBSTER AVE, 112, Jersey City, NJ
Block: 4503
Lot: 8
Date work completed: 10-11-2018

Dear Sir/Madam:

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$187.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$209.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$20.95</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$230.45</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
<table>
<thead>
<tr>
<th>Defendant's Name</th>
<th>First</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>Zip Code</td>
<td>Telephone</td>
</tr>
<tr>
<td>Birth Date</td>
<td>Sex</td>
<td>Eyes</td>
</tr>
<tr>
<td>Driver's License</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness:

Residing at

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

JERSEY CITY Month Day Year Time

did commit the following offense:

in violation of (one charge only)

LOCATION OF OFFENSE

OATH: Subscribed and sworn to before me

CERTIFICATION: I certify that the foregoing statement made by me are true. I am aware that if any of the foregoing

statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROGRESS

Court Appearance Required

COURT DATE Month Day Year Time AM PM

(Date Summons Issued) (Signature of Person Issuing Summons)
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
SSJ REALTY & CONSTRUCTION, LLC
112 WEBSTER AVE
JERSEY CITY, NJ 07307

Received by (Printed Name)

Date of Delivery

Is delivery address different from item 1? Yes
If YES, enter delivery address below:

Service Type
Certified Mail
Registered
Insured Mail
C.O.D.

Restricted Delivery? (Extra Fee) Yes

Total postage and fees

SSJ REALTY & CONSTRUCTION, LLC
112 WEBSTER AVE
JERSEY CITY, NJ 07307

PS Form 3811, February 2004
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 21, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Oct 02, 2018
CARRIE OGLESBY
27 FULTON AVE
JERSEY CITY, NJ 07305

Re: WOODLAWN AVE, 083, Jersey City, NJ
Block: 25802 Lot: 13
Date work completed: 10-01-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$312.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$88.00</td>
</tr>
<tr>
<td>Total</td>
<td>$400.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$40.05</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$440.55</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
June 21, 2018
CARRIE OGLESBY
27 FULTON AVE
JERSEY CITY, NJ 07305

Re: WOODLAWN AVE, 083
BLOCK: 25802    LOT: 13

Dear Sir/Madam:

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

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

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

July 13, 2018
NO CLEAN
YES

Jersey City Department of Public Works
Sanitation Division

forms/inovitirrorised03115RR
### The State of New Jersey

**VS.**

<table>
<thead>
<tr>
<th>Defendant's Name: First</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARRIE OGLESBY</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address: Street</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 FULTON AVE</td>
<td>JERSEY CITY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
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<tr>
<td>NJ</td>
<td>07305</td>
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<table>
<thead>
<tr>
<th>Date of Birth</th>
<th>Sex</th>
<th>Eyes</th>
<th>Height</th>
<th>Restrictions</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Driver's License #</th>
<th>State</th>
<th>Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

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

**Complaining Witness:** Insp. Eric Stumpf  
(Prom)  
Badge #: 1022

**Residing at:**

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

**Probable Cause Determination for Issuance of Process:**

**Court Use Only**  
LAW ENFORCEMENT USE ONLY

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

**You Are Hereby Summoned to Appear**

**Before this Court to Answer This Complaint If You Fail to Appear On the Date and at the Time Stated, A Warrant May Be Issued For Your Arrest.**

**Notice to Appear**

**Court Appearance Required**

**Court Date:** 6-20-18  
**Day:** AM  
**Year:** 2018  
**Time:** 10:00 AM  
**Signature of Person Issuing Summons:**

---
<table>
<thead>
<tr>
<th>COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a 1, 2, and 3. Also complete Delivery is desired. e and address on the reverse return the card to you. d to the back of the mailpiece, if space permits.</td>
<td>A. Signature [x]</td>
</tr>
<tr>
<td>d to:</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>J.E. OGLESBY</td>
<td>C. Date of Delivery</td>
</tr>
<tr>
<td>LTON AVE</td>
<td>D. Is delivery address different from item 1?</td>
</tr>
<tr>
<td>NEW CITY, NJ 07305</td>
<td>If YES, enter delivery address below: No</td>
</tr>
<tr>
<td>d 4200 9121 18 32 48</td>
<td></td>
</tr>
<tr>
<td>J.E. OGLESBY</td>
<td>3. Service Type:</td>
</tr>
<tr>
<td>LTON AVE</td>
<td>Certified Mail</td>
</tr>
<tr>
<td>NEW CITY, NJ 07305</td>
<td>Express Mail</td>
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<td></td>
<td>Certified Mail Restricted Delivery</td>
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<td>Collect on Delivery</td>
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<tr>
<td></td>
<td>Certified Mail Restricted Delivery</td>
</tr>
<tr>
<td></td>
<td>Return Receipt for Merchandise</td>
</tr>
<tr>
<td></td>
<td>Signature Confirmation™</td>
</tr>
<tr>
<td></td>
<td>Signature Confirmation™ Restricted Delivery</td>
</tr>
<tr>
<td></td>
<td>Priority Mail Express®</td>
</tr>
<tr>
<td></td>
<td>Certified Mail ® Restricted Delivery</td>
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<td></td>
<td>Registered Mail®</td>
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<td></td>
<td>Registered Mail® Restricted Delivery</td>
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<tr>
<td></td>
<td>C.O.D.</td>
</tr>
<tr>
<td></td>
<td>Insured Mail</td>
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<tr>
<td></td>
<td>Return Receipt for Merchandise</td>
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<tr>
<td></td>
<td>C.O.D.</td>
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<td>C.O.D.</td>
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GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On July 10, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

July 10, 2018

US BANK TRUST N.A. AS TRUSTEE
2711 W. HASKELL AVE, 1700
DALLAS, TX 75202

Re: BALDWIN AVE, 414
BLOCK : 6802  LOT : 30

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms/inovltrevised031115RR
Oct 12, 2018

US BANK TRUST N.A. AS TRUSTEE
2711 W. HASKELL AVE, 1700
DALLAS, TX 75202

Re: BALDWIN AVE, 414, Jersey City, NJ
Block: 6802 Lot: 30
Date work completed: 10-11-2018

Dear Sir/Madam:

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

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

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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$50.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$72.00</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$7.20</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$79.20</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division

forms/invoicepn/revise031115RR
S BANK TRUST N.A. AS TRUSTEE
11 W. HASKELL AVE, 1700
ALLAS, TX 75202

COMPLETE THIS SECTION

To items 1, 2, and 3. Also complete Restricted Delivery if desired.
Your name and address on the reverse so we can return the card to you.
Addressed to:

S BANK TRUST N.A. AS TRUSTEE
11 W. HASKELL AVE, 1700
ALLAS, TX 75202

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ J. Cumming

B. Received by (Printed Name)

C. Date of Delivery

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

E. Address

S BANK TRUST N.A. AS TRUSTEE
11 W. HASKELL AVE, 1700
ALLAS, TX 75202

3010 0000 7702 0375

5. Is delivery address different from item 1?

6. If YES, enter delivery address below:

D. Restricted Delivery (Extra Fee) □ Yes

4. Service Type

☐ Certified Mail □ Express Mail
☐ Registered □ Return Receipt for Merchandise
☐ Insured Mail □ C.O.D.

3010 0000 7702 0375

Domestic Return Receipt

10/1/2004

Baldwin

4. Restricted Delivery (Extra Fee) □ Yes

3010 0000 7702 0375

9402 4259 8121 3587 30

9402 4259 8121 3587 30

Scott (Transfer from service label)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 27, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
August 27, 2018

AUDOBON RENEWAL CORP. C/O REILLY MTG
2000 CORPORATE RIDGE 925
MCLEAN, VA 11102

Re : BERGEN AVE, 171
BLOCK : 23001  LOT : 26

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms\nov\revised031115RR
Nov 05, 2018

AUDOBON RENEWAL CORP. C/O REILLY MTG
2000 CORPORATE RIDGE 925
MCLEAN, VA 11102

Re: BERGEN AVE, 171, Jersey City, NJ

Block: 23001   Lot: 26
Date work completed: 10-30-2018

Dear Sir/Madam:

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

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

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<tbody>
<tr>
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<td>$306.25</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$198.00</td>
</tr>
<tr>
<td>Total</td>
<td>$504.25</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$50.43</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$554.68</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
COURT USE ONLY

THE STATE OF NEW JERSEY

COUNTY OF HUDSON

STATE OF NEW JERSEY

Complaining Witness:

Residing at

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

JERSEY CITY

on the Day Year

On or about the Day Year,

the following offense:

in violation of (one charge only)

LOCATION OF OFFENSE:

Describe Location (other than traffic)

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

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

(Please"

JUDICIAL USE ONLY

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

(\signature of Judicial Officer)

(\signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

DEPARTMENT:

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED

(Date Summons Issued)

RETURN DATE

Day

Year

Time

SUMMONS

(Signature of Person Issuing Summons)

COURT USE ONLY

THE COMPLAINING WITNESS IS A LAW ENFORCEMENT OR CODE ENFORCEMENT OFFICER WITH TERRITORIAL AND SUBJECT MATTER JURISDICTION AND A JUDICIAL PROBABLE CAUSE DETERMINATION IS NOT REQUIRED PRIOR TO THE ISSUANCE OF THIS COMPLAINT-SUMMONS.
**Sender: Complete This Section**

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

1. Article Addressed to:

   **AUDOBON RENEWAL CORP.**
   C/O REILLY MTG
   2000 CORPORATE RIDGE 925
   MCLEAN, VA 11102

   [Barcode]
   9590 9402 4120 8092 9049 53

2. Article Number (Transfer from service label):

   **7015 3010 0000 7702 0313**

3. Service Type

   - [ ] Adult Signature
   - [ ] Adult Signature Restricted Delivery
   - [ ] Certified Mail®
   - [ ] Certified Mail Restricted Delivery
   - [ ] Collect on Delivery
   - [ ] Collect on Delivery Restricted Delivery
   - [ ] Mail Restricted Delivery
   - [ ] Priority Mail®

**Complete This Section on Delivery**

- A. Signature
  - [ ] Agent
  - [X] Addressee

- B. Received by (Printed Name)

- C. Date of Delivery

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

**Sender: Complete This Section**

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

1. Article Addressed to:

   **AUDOBON RENEWAL CORP.**
   C/O REILLY MTG
   2000 CORPORATE RIDGE 925
   MCLEAN, VA 11102

   [Barcode]
   9590 9402 4253 8121 3581 43

2. Article Number (Transfer from service label):

   **7015 0680 0000 3759 1546**

3. Service Type

   - [ ] Adult Signature
   - [ ] Adult Signature Restricted Delivery
   - [ ] Certified Mail®
   - [ ] Certified Mail Restricted Delivery
   - [ ] Collect on Delivery
   - [ ] Collect on Delivery Restricted Delivery
   - [ ] Mail Restricted Delivery
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GERALD McCANN hereby certifies and says:

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2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 31, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

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Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

August 31, 2018
JAMES L. BRYANT
448 BRAMHALL AVE
JERSEY CITY, NJ 07304

Re: BRAMHALL AVE, 448
BLOCK: 18903     LOT: 15

Dear Sir/Madam:

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

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

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Jersey City Department of Public Works
Sanitation Division

[Signature]
[Date]

[Stamp]
INVOICE

Nov 08, 2018

JAMES L. BRYANT
448 BRAMHALL AVE
JERSEY CITY, NJ 07304

Re: BRAMHALL AVE, 448, Jersey City, NJ
Block: 18803    Lot: 15
Date work completed: 11-07-2018

Dear Sir/Madam:

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

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$187.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$110.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$297.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$29.75</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$327.25</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
Defendant's Name: First | Last

Address | City
State | Zip Code
Telephone

Date of Birth
Driver's License #
Sex
Eyes
Height
Restrictions

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness: (Name)
Residing at (Address)

by certification or oath, says that to the best of her knowledge or information and belief, the
named defendant committed the following offense:

This is an arrest warrant. The defendant is hereby summoned to appear on [Date and Time] before [Name of Judge] at [Location] to answer the charge(s) in this complaint. The failure to appear may result in a default judgment against the defendant.

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED

DATE

TIME

AM/PM

[Signature of Person Issuing Summons]
1. Article Addressed to:
   JAMES L. BRYANT
   448 BRAMHALL AVE
   JERSEY CITY, NJ 07304

2. Article Number (Transfer from service label)
   7018 0680 0002 1208 4247

PS Form 3811, July 2015 PSN 7530-02-000-0059
Gerald McCann hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 24, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
Dear Sir/Madam:

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

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

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

______________________________
Jersey City Department of Public Works
Sanitation Division

No Response 6-24-15
Dear Sir/Madam:

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$62.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$44.00</td>
</tr>
<tr>
<td>Total</td>
<td>$106.50</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$10.65</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$117.15</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey vs. 388 COMMON LAW INVESTMENTS LLC

Defendant's Name: First Initial Last

Complaining Witness: McCaw, G.

Date of Case: 10/30/97

Location of Offense: JERSEY CITY

Statute, Regulation or Ordinance Number: 287-42

Probable Cause: Littering on Street

Probable Cause Determination for Issuance of Process:

You are hereby summoned to appear before this Court to answer this complaint if you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.

Date Summons Issued: 10/30/97

Signature of Person Issuing Summons: SF-1 (7/14)

Complaint-Summons: SF-1 (7/14)
**The State of New Jersey**

**vs.**

**STATE OF NEW JERSEY COUNTY OF HUDSON**

Complaining Witness: G. Accardi

Residing at 13 E. Hudson Rd.

by certification or on oath, says that to the best of his/her knowledge or belief, the named defendant on or about the 28th day of May, 2019, in Jersey City, Hudson County, N.J., did commit the following offense: Littering.

In violation of (one charge only)

<table>
<thead>
<tr>
<th>LOCATION OF OFFENSE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>388 Commercial Ave.</td>
<td></td>
</tr>
</tbody>
</table>

OATH: Subscribed and sworn to before me this day of May, 2019.

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

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

(Signature of Judicial Officer)

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

(Court Appearance Required)

DATE: 5-24-18

TIME: 8:30 AM

SIGNATURE OF PERSON ISSUING SUMMONS
The State of New Jersey

vs.

Defendant's Name:  

First Name: Daniel

Middle Name: Court

Last Name: Parmer

Address: 383 Summit Ave., Jersey City, NJ 07305

Signature: 

STATE OF NEW JERSEY

COUNTY OF HUDSON

Complaining Witness: 

Name: Joseph Marciel

Office: Superintendent

Residing at: 383 Summit Ave., Jersey City, NJ 07305

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

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

VS.

<table>
<thead>
<tr>
<th>Defendant's Name: First</th>
<th>Last</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel</td>
<td>Court</td>
<td>Paramus</td>
</tr>
</tbody>
</table>

Address

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>N.J. 07652</td>
<td></td>
</tr>
</tbody>
</table>

Date of Birth

<table>
<thead>
<tr>
<th>Mo.</th>
<th>Day</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>18</td>
<td>98</td>
</tr>
</tbody>
</table>

 Drivers License #

<table>
<thead>
<tr>
<th>License #</th>
<th>Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STATE OF NEW JERSEY

COUNTY OF HUDSON

Complaining Witness

<table>
<thead>
<tr>
<th>Insignia</th>
<th>Title</th>
<th>Badge No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacob Lipari</td>
<td>D.P.</td>
<td>2415</td>
</tr>
</tbody>
</table>

Residing at

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/06</td>
<td>23 15 31 38</td>
</tr>
</tbody>
</table>

in violation of (one charge only)

Location of Offense

<table>
<thead>
<tr>
<th>Street</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>966 Community Rd.</td>
<td></td>
</tr>
</tbody>
</table>

OATH: Subscribed and sworn to before me

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/06</td>
<td>23 15 31 38</td>
</tr>
</tbody>
</table>

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

Signature of Person Administering Oath

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Puppo</td>
</tr>
</tbody>
</table>

Signature of Complaining Witness

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Puppo</td>
</tr>
</tbody>
</table>

Probable Cause Determination for Issuance of Process:

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

Signature of Judicial Officer

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

Signature of Judge

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

You are hereby summoned to appear

Notice to appear

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/06</td>
<td>23 15 31 38</td>
</tr>
</tbody>
</table>

You are hereby summoned to appear at the Court on the date and time stated on the back side of your summons at

<table>
<thead>
<tr>
<th>Court Appearance Required</th>
<th>Court Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/17 18</td>
<td>1</td>
</tr>
</tbody>
</table>

(Complaint-Summons)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 04, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Notice of Violation

June 04, 2018

THOMASTINA ROBINSON
793 COMMUNIPEW AVE
JERSEY CITY, NJ 07304

Re: COMMUNIPEW AVE, 793
BLOCK : 18302 LOT : 3

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Nov 07, 2018

THOMASTINA ROBINSON
793 COMMUNIPAW AVE
JERSEY CITY, NJ 07304

Re: COMMUNIPAW AVE, 793, Jersey City, NJ
Block: 18302 Lot: 3
Date work completed: 11-05-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$125.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td>Total</td>
<td>$147.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$14.70</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$161.70</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**The State of New Jersey**

**VS.**

**Defendant's Name:**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas</td>
<td>Robinson</td>
</tr>
</tbody>
</table>

**Address:**

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ</td>
<td>07306</td>
</tr>
</tbody>
</table>

**Date of Birth:**

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>19__</td>
</tr>
</tbody>
</table>

**Driver's License #:**

<table>
<thead>
<tr>
<th>State</th>
<th>Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF:**

**HUDSON**

**Complaining Witness:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**Residing at:**

<table>
<thead>
<tr>
<th>City</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

by certification or on oath, says that to the best of his/her knowledge or belief, the

**name defendant on or about the:**

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>09</td>
<td>06</td>
<td>19__</td>
<td></td>
</tr>
</tbody>
</table>

was committing the following offense:

**High Speed**

in violation of (one charge only)

<table>
<thead>
<tr>
<th>Statute, Regulation or Ordinance Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**LOCATION OF OFFENSE**

<table>
<thead>
<tr>
<th>Describe Location (other than traffic)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**OATH:**

Subscribed and sworn to before me this _ day of _ yr.

<table>
<thead>
<tr>
<th>Signature of Complaining Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Person Administering Oath</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:**

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

<table>
<thead>
<tr>
<th>(Signature of Complaining Witness)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>20_or</td>
</tr>
</tbody>
</table>

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

**COURT USE ONLY**

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

<table>
<thead>
<tr>
<th>(Signature of Judicial Officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Signature of Judge)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**LAW ENFORCEMENT USE ONLY**

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

<table>
<thead>
<tr>
<th>(Signature of Person Issuing Summons)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**YOU ARE HEREBY SUMMONED TO APPEAR**

BEFORE THIS COURT TO ANSWER THE COMPLAINT, IF YOU FAIL TO ANSWER ON THE DATE AND AT THE TIME STATED IN THIS SUMMONS YOU MAY BE SUBJECT TO JUDICIAL ISSUES FOR YOUR ARREST.

<table>
<thead>
<tr>
<th>Date Summons Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COURT APPEARANCE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COURT DATE</th>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
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<tbody>
<tr>
<td>06-30-18</td>
<td>05</td>
<td>06</td>
<td>19__</td>
<td>00 AM</td>
</tr>
</tbody>
</table>

**COMPLAINT-SUMMONS**

SF-1 (7/14)
The State of New Jersey vs.

Defendant's Name: Toosima

<table>
<thead>
<tr>
<th>First</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robinson</td>
<td></td>
</tr>
</tbody>
</table>

Address

<table>
<thead>
<tr>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersey CIty</td>
</tr>
</tbody>
</table>

State Zip Code

<table>
<thead>
<tr>
<th>State</th>
<th>07304</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Birth Date:

<table>
<thead>
<tr>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>05</td>
<td>1983</td>
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</table>

Sex

<table>
<thead>
<tr>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Driver's License 

<table>
<thead>
<tr>
<th>License #</th>
<th>State Emp.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STATE OF NEW JERSEY

COUNTY OF HUDSON

Complaining Witness: Iona M. Finlay

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Identify Dept/Agency Represented)</th>
<th>(Badge No.)</th>
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Residing at

<table>
<thead>
<tr>
<th>Residing at</th>
<th>by certification or on oath, says that to the best of his/her knowledge or information and belief, the</th>
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</thead>
<tbody>
<tr>
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<td>named defendant on or about the</td>
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<tr>
<td></td>
<td>JERSEY CITY</td>
</tr>
<tr>
<td></td>
<td>Month Day Year Time</td>
</tr>
<tr>
<td></td>
<td>OS_03_10</td>
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</table>

did commit the following offense:

Failure to maintain

Construction Lamps on property

In violation of (one charge only)

<table>
<thead>
<tr>
<th>Location of Offense</th>
<th>Description Location (other than traffic)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

OATH: Subscribed and sworn to before me

<table>
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<tr>
<th>this</th>
<th>day of</th>
</tr>
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<tbody>
<tr>
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</table>

Signature of Complaining Witness

Signature of Person Administering Oath

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

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
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<tbody>
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</table>

Probable Cause Determination for Issuance of Process

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>(Signature of Judicial Officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Signature of Judge)</td>
</tr>
</tbody>
</table>

YOU ARE HEREBY SUMMONED TO APPEAR

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

<table>
<thead>
<tr>
<th>Court Appearance Required</th>
<th>Court Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AM</td>
</tr>
</tbody>
</table>

(Date Summons Issued)

Signature of Person Issuing Summons

COMPLAINT-SUMMONS SF-1 (7/14)
SENDERS: COMPLETE THIS SECTION

1. Article Addressed to:

THOMASTINA ROBINSON
793 COMMUNIPAW AVE
JERSEY CITY, NJ 07304

2. Article Number (Transfer from service label)

7016 0680 0000 3959 1379

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
   □ Yes
   □ No

3. Service Type

□ Adult Signature
□ Adult Signature Restricted Delivery
□ Certified Mail®
□ Certified Mail® Restricted Delivery
□ Collect on Delivery
□ Collect on Delivery Restricted Delivery
□ Insured Mail
□ Insured Mail® Restricted Delivery
□ Priority Mail Express®
□ Registered Mail®
□ Registered Mail® Restricted Delivery
□ Return Receipt for Merchandise
□ Signature Confirmation®
□ Signature Confirmation Restricted Delivery

□ Priority Mail Express™
□ Registered Mail™
□ Registered Mail® Restricted Delivery
□ Return Receipt for Merchandise
□ Signature Confirmation™
□ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-0503

Domestic Return Receipt
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specified herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 16, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

May 16, 2018
CHARLES & JANE HATCHETT
27 EMORY ST
JERSEY CITY, NJ 07304

Re: EMORY ST, 027
BLOCK: 17907 LOT: 14

Dear Sir/Madam:

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

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

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

__________________________
Jersey City Department of Public Works
Sanitation Division

6-20-18
11:17
Not Noted.
Nov 05, 2018

CHARLES & JANE HATCHETT
27 EMORY ST
JERSEY CITY, NJ 07304

Re: EMORY ST, 027, Jersey City, NJ
Block: 17907    Lot: 14
Date work completed: 11-01-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$2,550.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$902.00</td>
</tr>
<tr>
<td>Total</td>
<td>$3,452.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$345.20</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$3,797.20</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address on the reverse so that we can return the card to you.</td>
<td>□ Agent</td>
</tr>
<tr>
<td>Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td>□ Addresses</td>
</tr>
</tbody>
</table>

1. Article Addressed to: 

CHARLES & JANE HATCHETT  
27 EMORY ST  
JERSEY CITY, NJ 07304

<table>
<thead>
<tr>
<th>A. Received by (Printed Name)</th>
<th>B. Date of Delivery</th>
</tr>
</thead>
</table>

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

3. Service Type

- □ Certified Mail
- □ Insured Mail
- □ Express Mail
- □ Registered Mail
- □ Return Receipt for Merchandise
- □ Certified Mail Restricted Delivery
- □ Insured Mail Restricted Delivery
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**The State of New Jersey VS.**

**Defendant's Name:**
- First Name: Charles
- Initial: C
- Last Name: Williams

**Address:**
- PO Box 123
- Jersey City, NJ 07306

**Telephone:**
- 

**Birth Date:**
- Month: 06
- Day: 20
- Year: 1990

**Driver's License #:**
- 

**STATE OF NEW JERSEY **

**COUNTY OF HUDDSON**

**Complaining Witness:**
- Name: John Smith
- Address: 123 Main St, Jersey City, NJ 07306

**OATH:**
- Subscribed and sworn to before me this day of , n.

**LOCATION OF OFFENSE:**
- Description: 

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

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

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

**YOU ARE HEREBY SUMMONED TO APPEAR**
- Before this Court to answer this complaint. If you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.
**The State of New Jersey**

**vs.**

**Defendant's Name:**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Initial</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHARLES</td>
<td></td>
<td>NAZIETH</td>
</tr>
</tbody>
</table>

**Address:**

<table>
<thead>
<tr>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>JERSEY</td>
</tr>
</tbody>
</table>

**Telephone:**

<table>
<thead>
<tr>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>07306</td>
</tr>
</tbody>
</table>

**Date of Arrest:**

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>09</td>
<td>06</td>
<td></td>
</tr>
</tbody>
</table>

**Sex:**

<p>| |</p>
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<tr>
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<td>M</td>
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**Height:**

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**Restrictions:**

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**STATE OF NEW JERSEY**

**COUNTY OF:**

<table>
<thead>
<tr>
<th>HUDSON</th>
</tr>
</thead>
</table>

**Complaining Witness:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>31</td>
<td>09</td>
<td>06</td>
</tr>
</tbody>
</table>

**Address:**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>City</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>JERSEY CITY</td>
<td>07306</td>
</tr>
</tbody>
</table>

**Date of Arrest:**

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
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<tbody>
<tr>
<td>09</td>
<td>06</td>
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</table>

**Did commit the following offense:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/13/2023</td>
<td>JERSEY CITY</td>
</tr>
</tbody>
</table>

**In violation of:**

<table>
<thead>
<tr>
<th>Statute, Regulation or Ordinance Number</th>
</tr>
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<tbody>
<tr>
<td></td>
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**LOCATION OF OFFENSE**

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**OATH:**

<table>
<thead>
<tr>
<th>Subscribed and sworn to before me this day of Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Complaining Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Person Administering Oath</th>
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<td></td>
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</tbody>
</table>

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

<table>
<thead>
<tr>
<th>COURT USE ONLY</th>
<th>LAW ENFORCEMENT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probable cause is found for the issuance of this Complaint-Summons</td>
<td>The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint-Summons.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Judicial Officer</th>
</tr>
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<table>
<thead>
<tr>
<th>Signature of Judge</th>
</tr>
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</tbody>
</table>

**YOU ARE HEREBY SUMMONED TO APPEAR**

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

**NOTICE TO APPEAR**

<table>
<thead>
<tr>
<th>Date Summons Issued</th>
<th>Signature of Person Issuing Summons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The State of New Jersey vs.

Defendant's Name: First Name: Last Name: 

Address:

City:

State Zip Code:

Tel:

Date of Birth:

Height:

License No.:

STATE OF NEW JERSEY COUNTY OF HUDSON 

Complaining Witness:

WITNESSES TO THE BEST OF HIS KNOWLEDGE AND BELIEF, 1, THE FOREGOING STATEMENTS MADE BY ME ARE TRUE; IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, I AM SUBJECT TO PUNISHMENT.

OATH: Subscribed and sworn to before me the day of year

Signature of Complaining Witness:

CERTIFICATION: I certify that the following statements made by me are true. I have no interest in the defendant, and I am not related to the defendant in any manner.

Signature of Person Administering Oath:

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

YOU ARE HEREBY SUMMONED TO APPEAR

Before this Court to answer this Complaint if you fail to appear on the date and at the time stated, a Warrant may be issued for your arrest.

Notice to appear.

Date Summons Issued: 

Signature of Person Issuing Summons:

COMPLAINT NUMBER: 

IN THE COURT OF GENERAL JURISDICTION OF THE COUNTY OF HUDSON: 

Defendant's Name: First Initial: Last Name: 

Address:

City:

State Zip Code:

Telephone:

Date of Birth:

Height:

License No.:

STATE OF NEW JERSEY COUNTY OF HUDSON: 

Complaining Witness:

WITNESSES TO THE BEST OF HIS KNOWLEDGE AND BELIEF, 1, THE FOREGOING STATEMENTS MADE BY ME ARE TRUE; IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, I AM SUBJECT TO PUNISHMENT.

OATH: Subscribed and sworn to before me the day of year

Signature of Complaining Witness:

CERTIFICATION: I certify that the following statements made by me are true. I have no interest in the defendant, and I am not related to the defendant in any manner.

Signature of Person Administering Oath:

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

YOU ARE HEREBY SUMMONED TO APPEAR

Before this Court to answer this Complaint if you fail to appear on the date and at the time stated, a Warrant may be issued for your arrest.

Notice to appear.

Date Summons Issued: 

Signature of Person Issuing Summons:

COMPLAINT NUMBER: 

IN THE COURT OF GENERAL JURISDICTION OF THE COUNTY OF HUDSON: 

Defendant's Name: First Initial: Last Name: 

Address:

City:

State Zip Code:

Telephone:

Date of Birth:

Height:

License No.:
The State of New Jersey vs.

Defendant's Name: CHARLES HARWEST

Address: 17 WALDORF WAY, JERSEY CITY

State: Zip Code: 07306

Birth Date: Sex: Eyes: Height: Restrictions:

STATE OF NEW JERSEY COUNTY OF HUDSON

Complaining Witness:

Residing at:

by affidavit or on oath, says that to the best of his knowledge or information and belief, the
named defendant on or about in JERSEY CITY, COUNTY OF HUDSON, N.J.

In violation of (one charge only)

LOCATION OF OFFENSE:

OATH: Subscribed and sworn to before me

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

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

YOU ARE HEREBY SUMMONED TO APPEAR

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

NOTICE TO APPEAR

COUNT COURT APPEARANCE COURT DATE

(Signature of Person Issuing Summons)
**The State of New Jersey vs.**

**Defendant's Name:**

Charge:

Address:

City:

State:

Zip Code:

Telephone:

Birth Date:

Sex:

Eyss:

Height:

Restrictions:

**LOCATION OF OFFENSE**

Statute, Regulation or Ordinance Number:

Description of Location (other than trial)

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

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

Probable cause determination for issuance of process:

**Court Use Only**

Law Enforcement Use Only

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

**You are hereby summoned to appear**

Before this Court to answer this Complaint if you fail to appear on the date and at the time stated, a warrant may be issued for your arrest.
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On October 01, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

October 01, 2018

JIMMIE LEE & BARBARA SULLIVAN
623 GARFIELD AVE
JERSEY CITY, NJ 07305

Re: GARFIELD AVE, 623
BLOCK : 24102   LOT : 42

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Nov 08, 2018

JIMMIE LEE & BARBARA SULLIVAN
623 GARFIELD AVE
JERSEY CITY, NJ 07305

Re: GARFIELD AVE, 623, Jersey City, NJ
Block: 24102    Lot: 42
Date work completed: 11-08-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$268.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$334.75</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$33.48</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$368.23</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

COMPLAINT

STATE OF NEW JERSEY

COUNTY OF HUDSON

Complaining Witness: JOHN D. FORTUNATO

of L.P.W. SPRINGFIELD, 7036

Residing at 1204 VILLAGE AVENUE, SPRINGFIELD, NJ

by certification or on oath, says that to the best of his/her knowledge or belief, the

named defendant on or about the __________ day of __________, A.D., 20__

committed the following offense: FAILURE TO MAINTAIN PROPERTY - LAWN,

in violation of (one charge only)

(Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE

OATH: Subscribed and sworn to before me this ______ day of ______, 20__

(Signature of Complaining Witness)

CERTIFICATION: I certify that the foregoing statements made by me are true. I am

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

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

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

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE

AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR NON-APPEARANCE.

NOTICE TO APPEAR

COURT DATE:

COURT APPEARANCE REQUIRED

(Date Summons Issued)

(Signature of Person Issuing Summons)
SEND ER: COMPLETE THIS SECTION

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

1. Article Addressed to:

JIMMIE LEE & BARBARA SULLIVAN
623 GARFIELD AVE
JERSEY CITY, NJ 07305

9590 9402 4253 8121 3579 93

2. Article Number (Transfer from service label):

7018 0650 0000 3959 4430

PS Form 3811, July 2015 PSN 7593-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

JIMMIE LEE & BARBARA SULLIVAN
623 GARFIELD AVE
JERSEY CITY, NJ 07305

9590 9402 4253 8121 3579 93

2. Article Number (Transfer from service label):

7018 0650 0000 3959 4430

PS Form 3811, July 2015 PSN 7593-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

JIMMIE LEE & BARBARA SULLIVAN
623 GARFIELD AVE
JERSEY CITY, NJ 07305

9590 9402 4253 8121 3579 93

2. Article Number (Transfer from service label):

7018 0650 0000 3959 4430

PS Form 3811, July 2015 PSN 7593-02-000-9053
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 08, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

August 08, 2018
AXAY & MITA RANA
54 GARRISON AVE
JERSEY CITY, NJ 07306

Re: GARRISON AVE, 054
BLOCK: 12005   LOT: 16

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Nov 05, 2018

AXAY & MITA RANA
54 GARRISON AVE
JERSEY CITY, NJ 07306

Re: GARRISON AVE, 054, Jersey City, NJ
Block: 12005  Lot: 16
Date work completed: 10-30-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Equipment and Manpower</th>
<th>$250.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal Fees</td>
<td>$132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$382.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$38.20</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$420.20</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
<table>
<thead>
<tr>
<th>Defendant's Name: First Initial Last</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Telephone</th>
<th>Birth Date: Mo. Day Yr.</th>
<th>Sex</th>
<th>Eyes Height Restrictions</th>
<th>Driver's License #</th>
<th>State Exp. Date</th>
</tr>
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</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF HUDSON**

_Complaining Witness:__

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

Residing at

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

JERSEY CITY

Month Day Year Time

 did commit the following offense:

Location (other than traffic)

OATH: Subscribed and sworn to before me

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

LAW ENFORCEMENT USE ONLY

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

☐ Yes

☐ No

(Signature of Judicial Officer)

☐ Yes

☐ No

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR

DATE: Court Date

TIME: AM

LOCATION OF COURT:

(Court Name)

NOTICE TO APPEAR

(Court Name)

(Court Name)

(Court Name)

(Court Name)

(Court Name)

(Court Name)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 04, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
June 04, 2018

SAMINA MAZHAR
370 FAIRMOUNT AVE
JERSEY CITY, NJ 07306

Re: GRAND ST, 786-792
BLOCK : 18801  LOT : 13

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Nov 08, 2018

SAMINA MAZHAR
370 FAIRMOUNT AVE
JERSEY CITY, NJ 07306

Re: GRAND ST, 786-792, Jersey City, NJ
Block: 18801
Lot: 13
Date work completed: 11-07-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$540.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$352.00</td>
</tr>
<tr>
<td>Total</td>
<td>$892.00</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$89.20</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$981.20</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**Defendant's Name:** Samina Mazhar

<table>
<thead>
<tr>
<th>State</th>
<th>City</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ</td>
<td>Jersey City</td>
<td></td>
</tr>
</tbody>
</table>

**Date of Birth:**

**Telephone:** 000-0000

**Sex:**

**Flated:**

**Address:** 370 Fairview Ave.

**License #:**

**Restrictions:**

<table>
<thead>
<tr>
<th>State</th>
<th>Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY, COUNTY OF HUDSON:**

**Complaining Witness:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Identify Dept/Agency Represented</th>
<th>Badge No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Residing at:**

**Month Day Year Time:**

**Location of Offense:**

**OATH:** Subscribed and sworn to be true before me this ___ day of __, __.

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

**Signature of Complaining Witness:**

**Signature of Person Administering Oath:**

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:**

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

**NOTICE TO APPEAR:**

**COMPT-SUMMONS SF-1 (7/14)**
Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SAMINA MAZHAR
370 FAIRMOUNT AVE
JERSEY CITY, NJ 07306

9590 9402 4253 8121 3579 86

2. Article Number (Transfer from service label)

7018 0680 0000 3959 1423

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

Complete this section on delivery

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

SAMINA MAZHAR
370 FAIRMOUNT AVE
JERSEY CITY, NJ 07306

9590 9402 3356 7227 6496 97

2. Article Number (Transfer from service label)

7018 0680 0000 3959 1423

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

Complete this section on delivery

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

SAMINA MAZHAR
370 FAIRMOUNT AVE
JERSEY CITY, NJ 07306

9590 9402 3356 7227 6496 97
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On May 21, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
May 21, 2018
280 ERIE STREET, LLC C/O C. ALAMPI, ESQ.
ONE UNIVERSITY PLACE #404
HACKENSACK, NJ 07601

Re: JERSEY AVE, 618.5
BLOCK: 11204  LOT: 24

Dear Sir/Madam:

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

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

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

______________________________
Jersey City Department of Public Works
Sanitation Division
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$143.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$22.00</td>
</tr>
<tr>
<td>Total</td>
<td>$165.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$16.58</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$182.33</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

Complaint

STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness:__________________________

Address:____________________________________

City:________________________________________

State:_______________________________________

Zip Code:___________________________________

Telephone:__________________________

Birth Date:__________________________

Telephone:__________________________

Driver's License #:__________________________

Sex:__________________________

EEG:__________________________

Restrictions:__________________________

Exp. Date:__________________________

COUNTY OF HUDSON, NJ.

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

above named defendant on or about the

in violation of (one charge only)

LOCATION

This is a traffic violation.

Described Location (other than traffic)

OATH: Subscribed and sworn to before

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

LAW ENFORCEMENT USE ONLY

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

Yes ______________________ No ______________________

(Signature of Judge)

Sufficient for Probable Cause

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

You are hereby summoned to appear before this Court to answer this Complaint at the time and place hereinafter fixed.

NOTICE TO APPEAR:

COURT APPEARANCE REQUIRED

COURT DATE:______ MONTH______ DAY______ YEAR______

TIME:______ AM______ PM

If you fail to appear, you may be convicted of a crime.

If you cannot appear, you must contact the Court immediately.

Failure to appear may result in a warrant for your arrest.
**SENDERS: COMPLETE THIS SECTION**
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is required.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
   
   280 ERIE STREET, LLC  
   C/O C. ALAMPI, ESQ.  
   ONE UNIVERSITY PLACE #404  
   HACKENSACK, NJ 07601  

**COMPLETE THIS SECTION ON DELIVERY**

<table>
<thead>
<tr>
<th>A. Signature</th>
<th>B. Received by (Printed Name)</th>
<th>C. Date of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Printed Name]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Is delivery address different from item 1?</th>
<th>E. Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Yes/No]</td>
<td>[No]</td>
</tr>
</tbody>
</table>

2. Service Type
- [ ] Certified Mail
- [ ] Express Mail
- [ ] Registered
- [ ] Return Receipt for Merchandise
- [ ] Insured Mail
- [ ] C.O.D.

3. Restricted Delivery? (Extra Fee)
- [ ] Yes

---

**DOMESTIC RETURN RECEIPT**

PS Form 3811, February 2004

[Signature]

618.5 Jersey Ave

---

[Signature]

[Date]
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 06, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. [Exhibit A]

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. [Exhibit B]

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

September 06, 2018

WHITON PROPERTY, LLC
381 WHITON ST
JERSEY CITY, NJ 07304

Re: JOHNSTON AVE, 341
BLOCK: 19001     LOT: 4

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

forms/nov/trevised031115RR
Nov 07, 2018

WHITON PROPERTY, LLC
381 WHITON ST
JERSEY CITY, NJ 07304

Re: JOHNSTON AVE, 341, Jersey City, NJ
Block: 19001 Lot: 4
Date work completed: 11-07-2018

Dear Sir/Madam:

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

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

| Equipment and Manpower       | $562.50 |
| Disposal Fees                | $352.00 |
| **Total**                    | **$914.50** |
| 10.00% Administrative Fee    | $91.45  |
| **Total Amount Due**         | **$1,005.95** |

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
Defendant's Name: First Name Middle Name Last Name
Jrola Property LLC / Alan Ozarow

Address: 383 Eisenhower Way #203 Livingston, NJ 07039

Birth Date: Year
Driver's License Number

STATE OF NEW JERSEY
COUNTY OF: NEW JERSEY

Complaining Witness:
Insp. Joseph Licari

or Sanitation Dept. (Name and Title) (Identification Number)

Residence at:

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

Month Day Year

in violation of (one charge only) "Failure to Remove High Weeds from Property + Sidewalk"

in violation of (one charge only) "287-3F"

LOCATION OF OFFENSE
341-3E John St. N.E.

OATH: Subscribed and sworn to before me this day of 9-5-18

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

Signature of Complaining Witness

Signature of Person Administering Oath

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

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

You are hereby summoned to appear

NoticetoAppearance

Date Summons Issued: 9-5-18

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

1. Article Addressed to:
   WHITON PROPERTY, LLC
   381 WHITON ST
   JERSEY CITY, NJ 07304

2. Article Number (Transfer from service label)
   7036 0660 0000 3959 1355

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

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

1. Article Addressed to:
   WHITON PROPERTY, LLC
   381 WHITON ST
   JERSEY CITY, NJ 07304

2. Article Number (Transfer from service label)
   7036 0660 0000 3959 1355
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 26, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

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8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

September 26, 2018
JUD, LLC
34-36 JONES ST
JERSEY CITY, NJ 07306

Re: JONES ST, 034-036
BLOCK: 10704   LOT: 36

Dear Sir/Madam:

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

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

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

10-10-2018
NOT CLEAN

Jersey City Department of Public Works
Sanitation Division

forms/inovitrrevsed03115RR
Nov 07, 2018

JUD, LLC
34-36 JONES ST
JERSEY CITY, NJ 07306

Re: JONES ST, 034-036, Jersey City, NJ
Block: 10704    Lot: 36
Date work completed: 11-02-2018

Dear Sir/Madam:

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

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

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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$518.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$88.00</td>
</tr>
<tr>
<td>Total</td>
<td>$606.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$60.68</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$667.43</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:

Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**STATE OF NEW JERSEY**

**COUNTY OF HUDSON**

**The State of New Jersey vs.**

<table>
<thead>
<tr>
<th>Defendant's Name: First</th>
<th>Initial</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SAUL</strong></td>
<td></td>
<td><strong>BARDOSH</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-36 JONES ST</td>
</tr>
<tr>
<td>JERSEY</td>
</tr>
<tr>
<td>NJ 07306</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sex</th>
<th>Eyes</th>
<th>Height</th>
<th>Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Birth Date</th>
<th>Telephone</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF HUDSON**

**Complaining Witness:**

<table>
<thead>
<tr>
<th>Name</th>
<th>(Legally Cap/Agency Represented)</th>
<th>(Badge No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APU B. SILEY</strong></td>
<td>(Name)</td>
<td><strong>N37</strong></td>
</tr>
</tbody>
</table>

**Residing at:**

| 13-LODGE | |
|-----------||

by certification or on oath, says that to the best of his knowledge or information and belief, the defendant on or about the day of **24-2018** at **2:45** PM, in the CITY of **JERSEY CITY**, COUNTY of **HUDSON**, N.J., did commit the following offense:

**WEEDS ON VACANT LOT**

in violation of (one charge only)

<table>
<thead>
<tr>
<th>(Statute, Regulation or Ordinance Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>28:7-4</strong></td>
</tr>
</tbody>
</table>

**LOCATION OF OFFENSE:**

<table>
<thead>
<tr>
<th>36-JONES ST</th>
</tr>
</thead>
</table>

**OATH:** subscribed and sworn to before me this day of **2018**, at **2:45** PM

<table>
<thead>
<tr>
<th>(Signature of Person Administering Oath)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUDITH S. ADAMSON</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>(Signature of Complaining Witness)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUDITH S. ADAMSON</strong></td>
</tr>
</tbody>
</table>

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS**

<table>
<thead>
<tr>
<th>COURT USE ONLY</th>
<th>LAW ENFORCEMENT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YES</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>(Signature of Judicial Officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUDITH S. ADAMSON</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Signature of Judge)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUDITH S. ADAMSON</strong></td>
</tr>
</tbody>
</table>

**YOU ARE HEREBY SUMMONED TO APPEAR**

**CASE**

**7-26-2018**

<table>
<thead>
<tr>
<th><strong>JUDITH S. ADAMSON</strong></th>
</tr>
</thead>
</table>

**DATE AND TIME:**

<table>
<thead>
<tr>
<th><strong>10-25-18</strong></th>
</tr>
</thead>
</table>

**LOCATION:**

<table>
<thead>
<tr>
<th><strong>10-25-18</strong></th>
</tr>
</thead>
</table>

**NOTICE TO APPEAR**

<table>
<thead>
<tr>
<th><strong>10-25-18</strong></th>
</tr>
</thead>
</table>

**(Date Summons Issued)**

<table>
<thead>
<tr>
<th><strong>10-25-18</strong></th>
</tr>
</thead>
</table>

**COMPLAINT-SUMMONS**

<table>
<thead>
<tr>
<th><strong>10-25-18</strong></th>
</tr>
</thead>
</table>
Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JUD, LLC
34-36 JONES ST
JERSEY CITY, NJ 07306

2. Article Number (Transfer from sender label):

7018 0680 0000 3959 1993

3. Service Type

☐ Priority Mail Express
☐ Registered Mail
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

JUD/ LLC
34-36 JONES ST
JERSEY CITY, NJ 07306

9590 9402 4200 8121 1839 41
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On June 13, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

June 13, 2018

MOHAMMED BHUTTA
749 FRONT ST
HEMPSTEAD, NY 11550

Re: MERCER ST, 445
BLOCK: 406
LOT: 10

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
### CITY OF JERSEY CITY - DEPARTMENT OF PUBLIC WORKS
### ENVIRONMENTAL / SANITATION DEPARTMENT
### 13 LINDEN AVENUE EAST, SUITE 300
### JERSEY CITY, NEW JERSEY 07305-4726
### PHONE # 201-432-4645 FAX # 201-432-9530

<table>
<thead>
<tr>
<th>Date of Invoice:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Property Address: 445 Mercer Street</td>
</tr>
<tr>
<td>Block:</td>
</tr>
<tr>
<td>Lot:</td>
</tr>
<tr>
<td>Date Work Started: 11/1/18 &amp; 11/5/18</td>
</tr>
<tr>
<td>Date Work Completed: 11/5/18 (2 Days)</td>
</tr>
</tbody>
</table>

### PRIVATE LOCATION CLEAN-UP OF WEEDS & DEBRIS

#### Operational Costs

<table>
<thead>
<tr>
<th>Equipment/Operator</th>
<th>Hourly Rate</th>
<th>Hours</th>
<th>Crews</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skid Steer Loader/Crews</td>
<td>$135.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D4 Dozer/Operator</td>
<td>$160.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>973 Dozer/Operator</td>
<td>$240.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front End Loader/Operator</td>
<td>$160.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roll-Off Unit/Operator</td>
<td>$175.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P-Truck(s)/Handgang</td>
<td>$125.00</td>
<td>1.5</td>
<td>1</td>
<td>$187.50</td>
</tr>
<tr>
<td>Mechanical Street Sweeper(s)/Operator</td>
<td>$125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Additional Man Power

<table>
<thead>
<tr>
<th>Workers</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$17.35</td>
</tr>
<tr>
<td>Demo Laborer</td>
<td>$17.85</td>
</tr>
<tr>
<td>Equipment Operator/ A or P truck</td>
<td>$20.29</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>$23.15</td>
</tr>
<tr>
<td>Equipment Oper Trailer</td>
<td>$20.79</td>
</tr>
<tr>
<td>HEO/Lowboy/Bulldozer</td>
<td>$23.65</td>
</tr>
<tr>
<td>Sweeper Operator</td>
<td>$20.40</td>
</tr>
</tbody>
</table>

**Total** $187.50

#### Disposal Costs

<table>
<thead>
<tr>
<th>CY</th>
<th># of Loads</th>
<th>Total CY</th>
<th>Cost Per CY</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-Truck(s) (1cy) (2cy) (3cy)</td>
<td>4</td>
<td>0.5</td>
<td>2</td>
<td>$22.00</td>
</tr>
<tr>
<td>A-Truck(s) (2cy) (4cy) (6cy)</td>
<td>8</td>
<td></td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>Packer(s) (18CY, 25 CY OR 31 CY)</td>
<td></td>
<td></td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>Roll-Off Container(s) (20CY, 25CY OR 30CY)</td>
<td></td>
<td></td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>Backdrag Location No Debris Removed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Disposal Fees** $44.00

**Roll-Off Container Disposal Fees Are Determined By Actual Dump Tickets**

**Total Equipment/Labor & Disposal** $231.50

**10% Administrative Fee** $23.15

**Total Amount Due** $254.65

---

Patrick Farulla certify This Bill To Be Accurate  

Supervisor's Signature:  

Date: 11/5/18

Please Make Checks Payable To: City Of Jersey City 13 Linden Avenue East, Suite 300 Jersey City, NJ 07305-4726  

Full Payment is due within Thirty (30) days. If Payment is not received within Thirty (30) days Lien will be placed on your Property.
STATE OF NEW JERSEY
COUNTY OF HUDSON

Defendant's Name: First Initial Last
Real Estate Mogul Group LLC/ Michael Smith

Address: 141 Front Street Hempstead
N.Y. 11550

Date of Birth: Month Day Year

Driver's License #: State Exp. Date

Defendant's Age
Sex
Height
Weight

STATE OF NEW JERSEY
AGENCY
Jersey City, NJ 07305

SERVING WITNESS

Residing at

by certification or on oath, says that to the best of his/her knowledge or information the

in JERSEY CITY

on or about

had committed the following offense:

in violation of (one charge only)

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

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

(Signature of Judicial Officer)

(Signature of Judge)

YOU ARE HEREBY SUMMONED TO APPEAR
at the

Court Date
Month Day Year

Time

Date Summons Issued

(Certificate Summons)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On October 10, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

October 10, 2018
KWADWO ADJEI-TWUM
166 TRAMONT AVE
EAST ORANGE, NJ 07018

Re: MYRTLE AVE, 184
BLOCK : 23102   LOT : 34

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division

formsnovitransed031115RR
Dec 12, 2018

KWADWO ADJEI-TWUM
166 TRAMONT AVE
EAST ORANGE, NJ 07018

Re: MYRTLE AVE, 184, Jersey City, NJ
Block: 23102  Lot: 34
Date work completed: 12-06-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$393.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$242.00</td>
</tr>
<tr>
<td>Total</td>
<td>$635.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$63.58</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$699.33</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

Defendant's Name:

Kwadwo Twum Adieh

Tremont Ave E Orange

STATE OF NEW JERSEY | HUDSON

COUNTY OF

Complaining Witness:

Daka D. Fortunato

of D.W. Smith Ave

1050

Complainant

Residing at

Jersey City

Male

6'3"

906

Failure to Maintain Property Weeds

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

Oath: Subscribed and sworn to before me this day of , 2018.

[Signature of Complaining Witness]

[Signature of Person Administering Oath]

Probable Cause Determination for Issuance of Process

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

You are hereby summoned to appear

Before the Court at the above time and place, and you fail to appear on the date, time and at the place stated, this complaint may be entered and a judgment obtained in your absence.

Notice to Appearance

[Date Summons Issued] 8-9-18

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

1. Article Addressed to:

KWADWO ADJEI-TWUM
166 TRAMONT AVE
EAST ORANGE, NJ 07018

2. Article Number (Transfer from service label)

7018 0680 0000 3959 2192

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restruct Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation

☐ Collect on Delivery Restricted Delivery

☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Mail Restricted Delivery

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City of Jersey City

Claimant

v.

St Pauls Ave, 025
Block: 6808 Lot: 12

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 06, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Nov 21, 2018

EARL NEWKIRK
25 ST PAULS AVE
JERSEY CITY, NJ 07306

Re: ST PAULS AVE, 025, Jersey City, NJ
Block: 6808 Lot: 12
Date work completed: 11-14-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$242.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,492.00</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td><strong>$149.20</strong></td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,641.20</strong></td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
STATE OF NEW JERSEY
COUNTY OF HUDSON

Complaining Witness:

INSPECTOR WILLIAM RICHARDSON
Deputy/Agency Represented: INSPECTOR DEPARTMENT OF PUBLIC WORKS

Residing at:

by certification or on oath, says that to the best of his knowledge and belief the

earned defendant on or about the:

JERSEY CITY

Did commit the following offense:

FAILURE TO MAINTAIN PROPER, PERIODED DEBRIS ACCUMULATING ON PROPER

in violation of (one charge only)

LOCATION OF OFFENSE

OATH: Subscribed and sworn to before me CERTIFICATION: I certify that the foregoing statements made by me are true. I am

this day of___yr

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY

LAW ENFORCEMENT USE ONLY

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

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

You are hereby summoned to appear

before the Court to answer thesummonsof this Complaint, and to answer any complaint(s) annexed hereto.

FYI: This Complaint-Summons is issued at the direction of the

Notices to appear

As a result of this complaint, you may be subject to a fine of up to $1000.00 and/or imprisonment of up to 6 months. If you are unable to pay the fine, you may enter a plea of guilty, no contest or nolo contendere and pay the fine at a later date. Please consult with an attorney before entering any plea.

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

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

1. Article Addressed to:

EARL NEWKIRK
25 ST PAULS AVE
JERSEY CITY, NJ 07306

2. Article Number (Transfer from service label):

7018 0680 0000 3959 2000

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail®
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation

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

D. Is delivery address different from item 1? ☐ Yes:
If YES, enter delivery address below:
☐ No
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On July 13, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
July 13, 2018
ISREALI INVESTMENTS, LLC
67 CLERK ST
JERSEY CITY, NJ 07304

Re: WEGMAN PKWY, 102
BLOCK : 24002  LOT : 62

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
Nov 05, 2018
ISREALI INVESTMENTS, LLC
67 CLERK ST
JERSEY CITY, NJ 07304

Re: WEGMAN PKWY, 102, Jersey City, NJ
Block: 24002 Lot: 62
Date work completed: 10-31-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$681.25</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$440.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,121.25</td>
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<tr>
<td>10.00% Administrative Fee</td>
<td>$112.13</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td>$1,233.38</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey
vs.

Defendant's Name: Israel Investments LLC
67 Clark St Jersey City

State ID Code: NJ0708

Sex: Male

Address: 67 Clark St Jersey City

Police Station: Jersey City Police

Date: 1/12/18

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

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

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

You are hereby summoned to appear before this Court to answer this complaint if you fail to appear on the date and at the time stated, a Warrant may be issued for your arrest.

Date Summons Issued: 1/12/18

Signature of Person Issuing Summons: S.B.
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

<table>
<thead>
<tr>
<th>1. Article Addressed to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISREALI INVESTMENTS, LLC</td>
</tr>
<tr>
<td>67 CLERK ST</td>
</tr>
<tr>
<td>JERSEY CITY, NJ 07304</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Restricted Delivery? (Extra Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Certified Mail</td>
</tr>
<tr>
<td>□ Express Mail</td>
</tr>
<tr>
<td>□ Registered</td>
</tr>
<tr>
<td>□ Return Receipt for Merchandise</td>
</tr>
<tr>
<td>□ Insured Mail</td>
</tr>
<tr>
<td>□ O.O.D.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Article Number/Transfer A-ciaLSRn/im-faba:</th>
</tr>
</thead>
</table>

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

<table>
<thead>
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<td>67 CLERK ST</td>
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<td>JERSEY CITY, NJ 07304</td>
</tr>
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</table>

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</thead>
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<tr>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>3. Service Type</th>
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</thead>
<tbody>
<tr>
<td>□ Certified Mail</td>
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<td>□ Express Mail</td>
</tr>
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<td>□ Registered</td>
</tr>
<tr>
<td>□ Return Receipt for Merchandise</td>
</tr>
<tr>
<td>□ Insured Mail</td>
</tr>
<tr>
<td>□ O.O.D.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Article Number/Transfer A-ciaLSRn/im-faba:</th>
</tr>
</thead>
</table>
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 21, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
Dear Sir/Madam:

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

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

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

September 21, 2018

40135 WHITON, LLC

401 WHITON ST

JERSEY CITY, NJ 07302

Re: WHITON ST, 401

BLOCK: 1796

LOT: 10

NOTICE OF VIOLATION
Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$812.50</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$242.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,054.50</strong></td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$105.45</td>
</tr>
<tr>
<td><strong>Total Amount Due</strong></td>
<td><strong>$1,159.95</strong></td>
</tr>
</tbody>
</table>

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

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

Jersey City Department of Public Works
Sanitation Division
The State of New Jersey

Defendant's Name: \( \text{McDermott, Schwartz} \)

Address: 106 Ocean Ave.

State: N.J.

Date of Birth: 07/28/61

Sax: Male

Height: 5'11"

Restrictions: None

State: NJ

City: Jersey City

County: Hudson

Month: 06

Day: 13

Year: 2015

Time: 1:00 PM

Location of Offense: 106 Ocean Avenue

Crime: Having Ground Weeds

In violation of (one charge only) [statute, regulation or ordinance number]

WHEREFORE: This complaint is submitted in accordance with the provisions of the Criminal Justice Act of 1995.

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

Date: 06/28/16

Signature of Complaining Witness

Signature of Person Administering Oath

Probable cause determination for issuance of process:

LAW ENFORCEMENT USE ONLY

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

You are hereby summoned to appear

Before the Superior Court of New Jersey, County of Hudson. In the Law Division

A copy of this summons has been served on the defendant.

[Signature of Judicial Officer]

[Signature of Judge]

[Signature of Person Issuing Summons]

[Date Summons Issued]

[Complaint-Summon]

[Complaint-Summon]

[Complaint-Summon]
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address on the reverse so that we can return the card to you.</td>
<td>X</td>
</tr>
<tr>
<td>Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td>Agent</td>
</tr>
<tr>
<td>1. Article Addressed to:</td>
<td>Addressed</td>
</tr>
<tr>
<td>40135 WHITON, LLC</td>
<td></td>
</tr>
<tr>
<td>401 WHITON ST</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>JERSEY CITY, NJ 07302</td>
<td>C. Date of Delivery</td>
</tr>
<tr>
<td>2. Article Number (Transfer from service label)</td>
<td>D. Is delivery address different from item 1?</td>
</tr>
<tr>
<td>9590 9402 4200 6121 1836 80</td>
<td>Yes</td>
</tr>
<tr>
<td>2062</td>
<td>No</td>
</tr>
</tbody>
</table>

**SERVICE TYPE**

- Priority Mail Express®
- Registered Mail®
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Domestic Return Receipt

**D. Is delivery address different from item 1?**

- Yes (if YES, enter delivery address below: )
- No
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On September 20, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.
7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City
NOTICE OF VIOLATION

September 20, 2018
122 WILLIAMS NJ, LLC C/O ABRAHAM SILBER
122 WILLIAMS AVE
JERSEY CITY, NJ 07304

Re : WILLIAMS AVE, 122
BLOCK : 19105	LOT : 18

Dear Sir/Madam:

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

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

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

Jersey City Department of Public Works
Sanitation Division
INVOICE

Dec 03, 2018

122 WILLIAMS NJ, LLC C/O ABRAHAM SILBER
122 WILLIAMS AVE
JERSEY CITY, NJ 07304

Re: WILLIAMS AVE, 122, Jersey City, NJ
Block: 19105    Lot: 18
Date work completed: 11-29-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$431.25</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$220.00</td>
</tr>
<tr>
<td>Total</td>
<td>$651.25</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$65.13</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$716.38</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
<table>
<thead>
<tr>
<th>Defendant's Name:</th>
<th>First</th>
<th>Initial</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td>Zip Code</td>
<td>Telephone</td>
</tr>
<tr>
<td>DOB:</td>
<td>Day</td>
<td>Month</td>
<td>Year</td>
</tr>
<tr>
<td>Driver's License</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>Exp. Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STATE OF NEW JERSEY**

**COUNTY OF: HUDSON**

Complaining Witness: (Name) (район/Агенство представлены) (Badge No.)

Residing at:

by certification or oath, says that to the best of his/her knowledge or belief, the

named defendant on or about the

Month—Day—Year Time—

in the offens:

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

<table>
<thead>
<tr>
<th>LOCATION OF OFFENSE</th>
<th>Description Location (other than traffic)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

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

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT AT THE COURT DATE, MONTH, DAY, YEAR, TIME, AM or PM.

NOTICE TO APPEAR

(Court Appearance Required)

(Court Date, Month, Day, Year, Time, AM or PM)

(Date Summons Issued) (Signature of Person Issuing Summons)
GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.

2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.

3. On August 3, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor’s records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)

4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.

5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)

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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.

8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 3/28/2019

[Signature]

GERALD McCANN  
Supervisor  
Department of Public Works  
City of Jersey City
August 03, 2018
YOSSINJ, LLC
199 LEE AVENUE PMB 1015
BROOKLYN, NY 11211

Re: WOODLAWN AVE, 101
BLOCK: 25802 LOT: 4

Dear Sir/Madam:

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

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cnj0010@jcnj.org

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

Jersey City Department of Public Works
Sanitation Division

forms/nov/revised031115RR
INVOICE

Oct 01, 2018
YOSSI NJ, LLC
199 LEE AVENUE PMB 1015
BROOKLYN, NY 11211

Re: WOODLAWN AVE, 101, Jersey City, NJ
Block: 25802 Lot: 4
Date work completed: 09-27-2018

Dear Sir/Madam:

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment and Manpower</td>
<td>$393.75</td>
</tr>
<tr>
<td>Disposal Fees</td>
<td>$286.00</td>
</tr>
<tr>
<td>Total</td>
<td>$679.75</td>
</tr>
<tr>
<td>10.00% Administrative Fee</td>
<td>$67.98</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$747.73</td>
</tr>
</tbody>
</table>

Make Payment by check or money order payable to the JCDPW and forward to:
Jersey City Department of Public Works
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

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

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

Jersey City Department of Public Works
Sanitation Division
**The State of New Jersey**

**vs.**

**Defendant's Name:**

<table>
<thead>
<tr>
<th>First</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vasse</td>
<td>Luci</td>
</tr>
</tbody>
</table>

**Address:**

406 Lincoln Ave. F congrous 10A

**City:**

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>N.J.</td>
<td>07306</td>
</tr>
</tbody>
</table>

**Telephone:**

<table>
<thead>
<tr>
<th>Driver's License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**State of New Jersey**

**County of:**

Hudson

**Complaining Witness:**

<table>
<thead>
<tr>
<th>(Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Residing at:**

406 Lincoln Ave. F congrous 10A

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

**in JERSEY CITY**

<table>
<thead>
<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>0906</td>
<td>10</td>
<td>2023</td>
<td></td>
</tr>
</tbody>
</table>

**did commit the following offense:**

**in violation of (one charge only)**

<table>
<thead>
<tr>
<th>(Statute, Regulation or Ordinance Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**LOCATION OF OFFENSE**

<table>
<thead>
<tr>
<th>Describe Location (other than traffic)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**OATH:**

Subscribed and sworn to before me this _ day of __________ yr.

<table>
<thead>
<tr>
<th>(Signature of Complaining Witness)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:**

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

<table>
<thead>
<tr>
<th>(Signature of Person Administering Oath)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS**

**COURT USE ONLY**

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>(Signature of Judicial Officer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**LAW ENFORCEMENT USE ONLY**

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

<table>
<thead>
<tr>
<th>(Signature of Judge)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**YOU ARE HEREBY SUMMONED TO APPEAR**

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

**NOTICE TO APPEAR**

- COURT APPEARANCE REQUIRED
- COURT DATE: __________
- Mbr. __________
- Day: __________
- Month: __________
- Year: __________
- Time: __________ A.M. or P.M.
<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address on</td>
<td>□ Agent</td>
</tr>
<tr>
<td>the reverse so that we can</td>
<td>□ Addresses</td>
</tr>
<tr>
<td>return the card to you.</td>
<td></td>
</tr>
<tr>
<td>Attach this card to the back</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>of the mailpiece, or on the</td>
<td>C. Date of Delivery</td>
</tr>
<tr>
<td>front if space permits.</td>
<td>D. Is delivery address different</td>
</tr>
<tr>
<td></td>
<td>from Item 1?</td>
</tr>
<tr>
<td></td>
<td>If YES, enter delivery address</td>
</tr>
<tr>
<td></td>
<td>below:</td>
</tr>
<tr>
<td>1. Article Addressed to:</td>
<td>□ Yes</td>
</tr>
<tr>
<td>YOSSI NJ, LLC</td>
<td>□ No</td>
</tr>
<tr>
<td>199 LEE AVENUE PMB 1015</td>
<td></td>
</tr>
<tr>
<td>BROOKLYN, NY 11211</td>
<td></td>
</tr>
<tr>
<td>9590 9402 4200 8121 1844 36</td>
<td></td>
</tr>
<tr>
<td>2. Article Number (Transfer</td>
<td></td>
</tr>
<tr>
<td>from service label)</td>
<td></td>
</tr>
<tr>
<td>7018 0680 0002 3208 3424</td>
<td></td>
</tr>
<tr>
<td>PS Form 3811, July 2015 PSN</td>
<td>Domestic Return Receipt</td>
</tr>
<tr>
<td>7530-02-000-9053</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. Is delivery address different</td>
</tr>
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<td></td>
<td>from Item 1?</td>
</tr>
<tr>
<td></td>
<td>If YES, enter delivery address</td>
</tr>
<tr>
<td></td>
<td>below:</td>
</tr>
<tr>
<td>3. Service Type</td>
<td>□ Yes</td>
</tr>
<tr>
<td>□ Adult Signature</td>
<td>□ No</td>
</tr>
<tr>
<td>□ Adult Signature Restricted</td>
<td>□ Priority Mail Express®</td>
</tr>
<tr>
<td>Delivery</td>
<td>□ Registered Mail®</td>
</tr>
<tr>
<td>□ Certified Mail®</td>
<td>□ Registered Mail Restricted</td>
</tr>
<tr>
<td>Delivery</td>
<td>□ Return Receipt for Merchanise</td>
</tr>
<tr>
<td>□ Certified Mail Restricted</td>
<td>□ Signature Confirmation®</td>
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<tr>
<td>Delivery</td>
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<tr>
<td>□ Collect on Delivery</td>
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<tr>
<td>□ Collect on Delivery Restricted Delivery</td>
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<td>□ Priority Mail Express®</td>
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</tr>
<tr>
<td>Restricted Delivery</td>
<td></td>
</tr>
</tbody>
</table>

PS Form 3811, July 2015 PSN 7530-02-000-9053
RESOLUTION APPROVING THE APPOINTMENT OF LAURA TACURI AS A DEPUTY TAX ASSESSOR OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:69A-43(b) and N.J.S.A. 40A:9-146, the Mayor shall appoint, with the advice and consent of the Municipal Council, deputy municipal assessors, subject to the terms of any general law providing for the appointment of such officers; and

WHEREAS, pursuant to N.J.S.A. 40A:9-148, appointed deputy municipal assessors shall hold office for a term of four (4) years from the first day of July next following appointment; and

WHEREAS, by letter dated March 27, 2019, the Mayor notified the Municipal Council that he appointed Laura Tacuri as Deputy Tax Assessor and now seeks the advice and consent of the Municipal Council to this appointment; and

WHEREAS, Laura Tacuri possesses the required tax assessor certificate and is otherwise fully qualified to hold the office; and

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

1. the appointment of Laura Tacuri as a Deputy Tax Assessor of the City of Jersey City is hereby approved;
2. pursuant to N.J.S.A. 40A:9-148, she shall hold office for a term of four years from first day of July next following her appointment.
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 APPROVING THE APPOINTMENT OF LAURA TACURI AS A DEPUTY TAX ASSESSOR OF THE CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Administration</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
<td>Business Administrator</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Ext. 5055</td>
<td><a href="mailto:BPlatt@jcnj.org">BPlatt@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The attached resolution requests the Municipal Council for advice and consent on the appointment of Laura Tacuri as a Deputy Tax Assessor of the City of Jersey City

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
March 27, 2019

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

RE: Appointment of Laura Tacuri as Deputy Tax Assessor

Dear Council President and Members:

Kindly be advised that I have appointed Laura Tacuri, who resides at 102 Cambridge Avenue, Apt.#3, Jersey City, New Jersey 07307, as the Deputy Tax Assessor of the City of Jersey City. Pursuant to N.J.S.A. 40A:9-148, Ms. Tacuri shall hold office for a term of four years (4) from the first day of July next following her appointment.

In accordance with N.J.S.A. 40:69A:43, I respectfully request your advice and consent on this matter.

Very truly yours,

Steven M. Fulop
Mayor

cc: Robert Byrne, City Clerk

SMF:sjg
RESOLUTION TO CANCEL 2018 REAL ESTATE TAXES ON PROPERTY
OWNED BY ENGLISH EVANGELICAL LUTHERAN CHURCH THE
REDEEMER DUE TO AN ERRONEOUS ASSESSMENTS

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the English Evangelical Lutheran Church of the Redeemer is the owner in fee title to the
premises known as Block 27201 Lot 12 on the official tax map of the City Jersey City and further described
as 31 Warner Avenue, Jersey City; and

WHEREAS, the City of Jersey City has levied assessments for 2018 taxing year due to a reported sale on
the property as evidenced by a Deed drawn on June 29, 2017 which subsequently found to be in error as
being referred to on another property; and

WHEREAS, English Evangelical Lutheran Church of the Redeemer has remained to be the owner of
record and complied and met all the conditions for tax exemptions pursuant to N.J. S.A. 54:4-3.6; and

WHEREAS, the Tax Assessor of the City has made the determination that the subject property should
have remained to be tax exempt for 2018; and

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

1. The Tax Collector is authorized to cancel 2018 real estate taxes, including interest and cost
that may accrue which is estimated to be approximately $3,861.85.

2. Refund all monies paid for 2018 taxes, cost and interest if any.

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td>✓</td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
### SCHEDULE "A"

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Street Address</th>
<th>Tax Year</th>
<th>Taxpayer</th>
<th>Description</th>
<th>Original Assessment</th>
<th>Settled Assessment</th>
<th>Reductions</th>
<th>Refund/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>11405</td>
<td>9</td>
<td>145 Newark Ave</td>
<td>2014</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,230.20</td>
</tr>
<tr>
<td>11405</td>
<td>9</td>
<td>145 Newark Ave</td>
<td>2015</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
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<td>$300,000</td>
<td>$30,000</td>
<td>$2,244.60</td>
</tr>
<tr>
<td>11405</td>
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<td>146 Newark Ave</td>
<td>2016</td>
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<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,310.30</td>
</tr>
<tr>
<td>11405</td>
<td>9</td>
<td>147 Newark Ave</td>
<td>2017</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,340.00</td>
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<tr>
<td>14103</td>
<td>54</td>
<td>248 Grove St.</td>
<td>2018</td>
<td>D2KL Associates</td>
<td>248 Grove St.</td>
<td>$1,968,400</td>
<td>$800,000</td>
<td>$1,168,400</td>
<td>$17,385.79</td>
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<tr>
<td>24903</td>
<td>18</td>
<td>123 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>123 M L King Dr</td>
<td>$70,800</td>
<td>$52,600</td>
<td>$18,200</td>
<td>$1,419.60</td>
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<tr>
<td>24903</td>
<td>19</td>
<td>121 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>121 M L King Dr</td>
<td>$25,300</td>
<td>$20,300</td>
<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td>24903</td>
<td>20</td>
<td>115 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>115 M L King Dr</td>
<td>$105,000</td>
<td>$85,000</td>
<td>$20,000</td>
<td>$780.00</td>
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<tr>
<td>24903</td>
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<td>126 ML King Dr</td>
<td>2017</td>
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<td>186 Woodlawn Av</td>
<td>$27,500</td>
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<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td>24903</td>
<td>22</td>
<td>188 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
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<td>$390.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,544,500</strong></td>
<td><strong>$2,212,900</strong></td>
<td><strong>$1,331,600</strong></td>
<td><strong>$29,880.49</strong></td>
</tr>
</tbody>
</table>

Notes:
- The table includes details of various properties, including their block, lot, street address, tax year, taxpayer, and description.
- The assessment figures are for both the original and settled assessments, with reductions and refund/credit amounts.

**APR 19, 2019 19-321**
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 2018 REAL ESTATE TAXES ON PROPERTY OWNED BY ENGLISH EVANGELICAL CHURCH OF THE REDEEMER DUE TO AN ERRONEOUS ASSESSMENTS

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the City Assessor</th>
<th>Office of the City Assessor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Ed Toloza</td>
<td>Assessor</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Ext. 4707</td>
<td><a href="mailto:Edward@jcnj.org">Edward@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The attached Resolution requests the Municipal Council to authorize the Tax Collector to cancel 2018 real estate taxes charged in error. The total tax amount of cancellations is estimated to be $3,609.89 plus interest if any.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3/25/19
RESOLUTION AUTHORIZING TO SETTLE ASSESSMENT APPEALS FILED BEFORE THE TAX COURT OF NEW JERSEY ON VARIOUS PROPERTIES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints have been filed before the Tax Court of New Jersey challenging assessment values on various properties shown on the attached schedule; and

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

WHEREAS, after consulting with the Tax Assessor of the City of Jersey City and the City’s Tax Counsel, both have determined that these settlements reflect the fair assessable values of the subject properties consistent with the assessing parameters on the years of appeals filed and recommend that the complaints be settled at the amount specified on the attached SCHEDULE “A”; and

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

1. The Tax Collector is authorized and directed to cancel the amount of taxes in the taxing years as specified on the attached SCHEDULE “A”, together with interest and penalties if any.

APPROVED:  
Business Administrator

APPROVED AS TO LEGAL FORM:  
Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
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<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ 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
Robbin Byrne, City Clerk
<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Street Address</th>
<th>Tax Year</th>
<th>Taxpayer</th>
<th>Description</th>
<th>Original Assessment</th>
<th>Settled Assessment</th>
<th>Reductions</th>
<th>Refund/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>11405</td>
<td>9</td>
<td>145 Newark Ave</td>
<td>2014</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,230.20</td>
</tr>
<tr>
<td>11405</td>
<td>9</td>
<td>145 Newark Ave</td>
<td>2015</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,244.60</td>
</tr>
<tr>
<td>11405</td>
<td>9</td>
<td>146 Newark Ave</td>
<td>2016</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,310.30</td>
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<tr>
<td>11405</td>
<td>9</td>
<td>147 Newark Ave</td>
<td>2017</td>
<td>VP North NJ Emerald LLC</td>
<td>Commercial Property</td>
<td>$330,000</td>
<td>$300,000</td>
<td>$30,000</td>
<td>$2,340.00</td>
</tr>
<tr>
<td>14103</td>
<td>54</td>
<td>248 Grove St.</td>
<td>2018</td>
<td>D2KL Associates</td>
<td>248 Grove St.</td>
<td>$1,968,400</td>
<td>$800,000</td>
<td>$1,168,400</td>
<td>$17,385.79</td>
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<tr>
<td>24903</td>
<td>18</td>
<td>123 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>123 ML King Dr</td>
<td>$70,800</td>
<td>$52,600</td>
<td>$18,200</td>
<td>$1,419.60</td>
</tr>
<tr>
<td>24903</td>
<td>19</td>
<td>121 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>121 ML King Dr</td>
<td>$25,300</td>
<td>$20,300</td>
<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td>24903</td>
<td>20</td>
<td>115 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>115 ML King Dr</td>
<td>$105,000</td>
<td>$95,000</td>
<td>$10,000</td>
<td>$780.00</td>
</tr>
<tr>
<td>24903</td>
<td>21</td>
<td>126 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>186 Woodlawn Av</td>
<td>$27,500</td>
<td>$22,500</td>
<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td>24903</td>
<td>22</td>
<td>188 ML King Dr</td>
<td>2017</td>
<td>Woodlawn Estates LLC</td>
<td>188 Woodlawn Av</td>
<td>$27,500</td>
<td>$22,500</td>
<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,544,500</td>
<td>$2,212,900</td>
<td>$1,331,600</td>
<td>$29,880.49</td>
</tr>
</tbody>
</table>

**Total**
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 TO SETTLE ASSESSMENT APPEALS FILED BEFORE THE TAX COURT OF NEW JERSEY ON VARIOUS PROPERTIES

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the City Assessor</th>
<th>Office of the City Assessor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Ed Toloza</td>
<td>Assessor</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Ext. 4707</td>
<td><a href="mailto:Edward@jcnj.org">Edward@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize multi-year settlement agreements, which were negotiated between the Tax Assessor together with the City’s Tax Counsel and the owners of the various properties listed on the attached Schedule A. The credits or refunds as applicable result from agreements that the assessments on the properties fell outside the range permitted by law for the tax years in question. The total tax dollar refund for these appeals is $29,880.49.

I certify that all the facts presented herein are accurate.

[Signature] 4/1/19

Signature of Department Director Date


**STIPULATION OF SETTLEMENT**

**PROPERTY:** 145 Newark Avenue  
**BLOCK:** 11405 **LOT:** 9

1. It is hereby stipulated and agreed that the assessment of the following property be adjudged and a judgment entered as follows:

<table>
<thead>
<tr>
<th>YEAR: 2014</th>
<th>ORIGINAL ASSESSMENT</th>
<th>TAX COURT JUDGMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND:</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>IMPRVTL:</td>
<td>70,000</td>
<td>40,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>330,000</td>
<td>300,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR: 2015</th>
<th>ORIGINAL ASSESSMENT</th>
<th>TAX COURT JUDGMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND:</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>IMPRVTL:</td>
<td>70,000</td>
<td>40,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>330,000</td>
<td>300,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR: 2016</th>
<th>ORIGINAL ASSESSMENT</th>
<th>TAX COURT JUDGMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND:</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>IMPRVTL:</td>
<td>70,000</td>
<td>40,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>330,000</td>
<td>300,000</td>
</tr>
</tbody>
</table>
2. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

5. Statutory interest pursuant to N.J.S.A. 54:3-27.2 is waived by the taxpayer provided that the refund is paid within sixty (60) days after entry of Judgment and receipt of said Judgment by the municipality. All refunds as a result of the settlement set forth herein, if any, are to be made payable to "Feinstein Reiss Kelin Booker & Goldstein LLC Trust Account" and forwarded to Leo P. Dugan III, Esquire, Feinstein Reiss Kelin Booker & Goldstein LLC, 290 W. Mt. Pleasant Avenue, Suite 1340, Livingston, New Jersey 07039.

Feinstein Reiss Kelin Booker & Goldstein LLC

Dated: ____________________________

By: ________________________________
Leo P. Dugan III, Esquire
Attorneys for Plaintiff
VP North NJ Emerald, LLC

FLORIO KENNY RAVAL, L.L.P.

Dated: ____________________________

By: ________________________________
Mitchell A. Fagen, Esquire
Attorneys for Defendant
City of Jersey City
1. It is hereby stipulated and agreed that the assessment of the following property be adjusted, and a Judgment be entered as follows:

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Street Address</th>
<th>Unit Qualifier</th>
<th>Year</th>
<th>ORIGINAL ASSESSMENT</th>
<th>REQUESTED TAX COURT JUDGMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>14103</td>
<td>54</td>
<td>248 Grove Street</td>
<td></td>
<td>2018</td>
<td>$719,300</td>
<td>$719,300</td>
</tr>
</tbody>
</table>

Land $719,300 $719,300

Improvements $1,249,100 $80,700

Total $1,968,400 $800,000

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation
and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into this stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this Consent Judgment and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with the assessing practices generally applicable in the taxing district and as required by law.

4. This stipulation corrects an error in assessment arising from the revaluation in Jersey City by failing to recognize the condemned nature of the property then owned by the Jersey City Redevelopment Authority.

5. The tax collector shall calculate the proper amount of taxes due without penalty or interest from the date of the Plaintiff’s acquisition of the property on April 18, 2018. The parties understand that this will not be referenced in the Judgment which will be issued by the Tax Court but agree to be bound by its terms.

6. Plaintiff shall pay said taxes within 14 days of receipt of a properly calculated invoice in full satisfaction of such taxes due for the time period so calculated. The parties understand
that this will not be referenced in the Judgment which will be
issued by the Tax Court but agree to be bound by its terms.

Kaufman, Semeraro & Leibman, LLP

By: Marc Leibman, Esq. Dated: January ___, 2019
    Plaintiff Counsel

Florio Kenny Raval, LLP

By: William Maslo, Esq. Dated: January ___, 2019
    Defense Counsel
1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

<table>
<thead>
<tr>
<th>Block:</th>
<th>24903</th>
<th>Lot:</th>
<th>18 Qual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>123 MLK Dr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td>Jersey City</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Appeal Year - 2017</strong></td>
<td><strong>Original Assessment</strong></td>
<td><strong>County Board Judgment</strong></td>
<td><strong>Requested Tax Court Judgment</strong></td>
</tr>
<tr>
<td>Land</td>
<td>$12,600</td>
<td>$12,600</td>
<td>$12,600</td>
</tr>
<tr>
<td>Improvement</td>
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<td>$58,200</td>
<td>$40,000</td>
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<tr>
<td>Abatement</td>
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<tr>
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<td>$70,800</td>
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<th>Block:</th>
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<th>19 Qual:</th>
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<tbody>
<tr>
<td>Street Address:</td>
<td>121 MLK Dr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td>Jersey City</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Appeal Year - 2017</strong></td>
<td><strong>Original Assessment</strong></td>
<td><strong>County Board Judgment</strong></td>
<td><strong>Requested Tax Court Judgment</strong></td>
</tr>
<tr>
<td>Land</td>
<td>$25,300</td>
<td>$25,300</td>
<td>$20,300</td>
</tr>
<tr>
<td>Improvement</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Abatement</td>
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<td>$0</td>
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</tr>
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<td>Block: 24903</td>
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<td>Qual: 20</td>
<td>Street Address: 115 M L K Dr</td>
</tr>
<tr>
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<td>-------------------------</td>
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<td>Original Assessment</td>
<td>County Board Judgment</td>
<td>Requested Tax Court Judgment</td>
</tr>
<tr>
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<td>$105,000</td>
<td>$95,000</td>
</tr>
<tr>
<td>Improvement</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Abatement</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$105,000</td>
<td>$105,000</td>
<td>$95,000</td>
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</table>

<table>
<thead>
<tr>
<th>Block: 24903</th>
<th>Lot: 21</th>
<th>Qual: 21</th>
<th>Street Address: 186 WOODLAWN AVE</th>
<th>Municipality: Jersey City</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appeal Year - 2017</strong></td>
<td>Original Assessment</td>
<td>County Board Judgment</td>
<td>Requested Tax Court Judgment</td>
<td></td>
</tr>
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<td>Land</td>
<td>$27,500</td>
<td>$27,500</td>
<td>$22,500</td>
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<tr>
<td>Improvement</td>
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<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Abatement</td>
<td>$0</td>
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<td>$27,500</td>
<td>$22,500</td>
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<table>
<thead>
<tr>
<th>Block: 24903</th>
<th>Lot: 22</th>
<th>Qual: 22</th>
<th>Street Address: 188 WOODLAWN AVE</th>
<th>Municipality: Jersey City</th>
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</thead>
<tbody>
<tr>
<td><strong>Appeal Year - 2017</strong></td>
<td>Original Assessment</td>
<td>County Board Judgment</td>
<td>Requested Tax Court Judgment</td>
<td></td>
</tr>
<tr>
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<td>$27,500</td>
<td>$27,500</td>
<td>$22,500</td>
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</tr>
<tr>
<td>Improvement</td>
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<tr>
<td>Abatement</td>
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<tr>
<td>Total</td>
<td>$27,500</td>
<td>$27,500</td>
<td>$22,500</td>
<td></td>
</tr>
</tbody>
</table>

2. Intentionally omitted.

3. The undersigned have made such examination of the value and property assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has
been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

5. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within sixty (60) days of the date of entry of the Tax Court judgment.

6. All refunds as a result of the settlement set forth herein are to be made payable to Lutz Law Group, LLC in trust for WOODLAWN ESTATES LLC and forwarded to Tova L. Lutz, Esquire, at Lutz Law Group, LLC, 121 Ridge Avenue, Passaic, NJ 07055.

Date: November 14, 2018

By: Tova L. Lutz, Esq.
Lutz Law Group, LLC
Attorney for Plaintiff

Date: __________________________

By: __________________________
Dominic DiYanni
Eric M. Bernstein & Associates, LLC
Attorney for Defendant
Resolution of the City of Jersey City, N.J.

City Clerk  File No.  Res.  19-322
Agenda No.  10-M
Approved:  WITHDRAWN

TITLE:
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH GRAND LHN III LLC IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AT A PARK LOCATED AT BLOCK 15906, LOT 11 AT THE CORNER OF SUSSEX STREET AND AN EXTENSION OF GROVE STREET TO BE CONSTRUCTED

COUNCIL adopted the following resolution:

WHEREAS, Grand LHN III LLC formerly known as Grand LHN III Urban Renewal LLC ("Developer") obtained preliminary and final major site plan approval with a deviation from the Planning Board of the City of Jersey City on May 15, 2012, as set forth in City Planning Resolution No. P12-015, as well as administrative amendments to preliminary and final site plan approval dated July 23, 2013 and September 9, 2014 ("Site Plan Approval"); and

WHEREAS, the Developer is constructing a forty-five (45) story, mixed-use development containing five hundred and forty-nine (549) dwelling units and ground floor retail uses at 235 Grand Street, Jersey City, New Jersey also known as Block 15906, Lot 3 on the Official Tax Map of the City of Jersey City ("Project"); and

WHEREAS, in connection with the Developer's Project, the Developer agreed to make certain improvements to an existing park located at Block 15906, Lot 11 ("Park") owned by the City of Jersey City ("City") and located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way; and

WHEREAS, the parties desire to enter into a Developer's Agreement for the purpose of memorializing the responsibilities of each party relative to the Park improvements; and

WHEREAS, the City is authorized to execute a Developer's Agreement pursuant to N.J.S.A. 40A:12A-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Developer's Agreement attached hereto.

RR 3-28-19
APPROVED:  APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Certifi

Not R  WITHDRAWN

RECORD OF COUNCIL VOTE

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<tr>
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<th>AYE</th>
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<td>LAVARRO, PRES.</td>
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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 AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH GRAND LHN III LLC IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AT A PARK LOCATED AT BLOCK 15906, LOT 11 AT THE CORNER OF SUSSEX STREET AND AN EXTENSION OF GROVE STREET TO BE CONSTRUCTED

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC</td>
<td>Tanya Marione</td>
<td>547-5080 <a href="mailto:tanyam@enj.org">tanyam@enj.org</a></td>
</tr>
<tr>
<td></td>
<td>Matt Ward</td>
<td>547-5883 <a href="mailto:mward@enj.org">mward@enj.org</a></td>
</tr>
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</table>

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

Contract Purpose

Grand LHN III LLC ("Developer") obtained preliminary and final major site plan approval with a deviation from the Planning Board on May 15, 2012. The Developer is constructing a 45 story, mixed-use development containing five hundred and forty-nine (549) dwelling units and ground floor retail uses at 235 Grand Street, a/k/a as Block 15906, Lot 3 on the Tax Map. In connection with the Developer's Project, the Developer agreed to make certain improvements to an existing park located at Block 15906, Lot 11 ("Park") owned by the City and located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way. The parties desire to enter into a Developer's Agreement for the purpose of memorializing the responsibilities of each party relative to the Park improvements.

Cost (Identify all sources and amounts) Contract term (include all proposed renewals)

Not Applicable

Nine months

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
DEVELOPER’S AGREEMENT

THIS AGREEMENT made on this ___ day of _______, 2019, by and between GRAND LHN III LLC, formerly known as Grand LHN III Urban Renewal LLC, a New Jersey limited liability company (the “Developer”), and the CITY OF JERSEY CITY (the “City”);

WHEREAS, Developer obtained preliminary and final major site plan approval with a deviation from the Planning Board of the City of Jersey City on May 15, 2012, as set forth in City Planning Resolution No. P12-015, as well as administrative amendments to preliminary and final site plan approval dated July 23, 2013 and September 9, 2014 (the “Site Plan Approval”); and

WHEREAS, in connection with the Site Plan Approval, Developer agreed to make certain improvements to an existing park owned by the City located at the corner of Sussex Street and an extension of Grove Street to be constructed and dedicated as a public right-of-way, Block 15906, Lot 11, in the City of Jersey City, New Jersey (the “Park”); and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing the responsibilities of each relative to the Park improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Whereas Clauses are incorporated herein as findings of fact.

2. The City hereby grants Developer an exclusive license and right of possession in and to the Park for the period (the “License Period”) from the Commencement Date (as hereinafter defined) through and including the Acceptance Date (as hereinafter defined) to construct the improvements to the Park substantially in accordance with the approved site plan, specifically the Streetscape Plan and the Streetscape Planting Plan, Sheets L-101 and L-102 prepared by Melillo + Bauer Associates originally dated March 5, 2012 and revised to August 26, 2014 (the “Plans,” attached hereto as Exhibit “A”) and as may be amended by the Developer after approval of the amendments by the Jersey City Planning Board. Accordingly, Developer shall have full and exclusive access to, and use of, the Park during the License Period in order to make such improvements.

3. The Developer shall construct the improvements shown on Exhibit “A” at its sole cost and expense. Work shall begin no later than thirty (30) days after the execution date of this Developer’s Agreement by the City and be completed within 9 months, but in no event later than the Developer’s receipt of a permanent certificate of occupancy for the mixed-use tower (excluding retail) that the Developer is constructing at 235 Grand
Street, Jersey City, New Jersey. The City shall install appropriate signage closing the Park to public use during the License Period within 5 days of notification from the Developer to the City that the Developer intends to begin undertaking the improvements to the Park. (the “Commencement Date”). The license shall expire on the date that the City’s Division of Architecture approves the improvements (the “Acceptance Date”).

4. Prior to the Commencement Date, Developer shall provide a performance bond or other financial assurance reasonably acceptable to the City in the amount of $1,564,325.00 covering the completion of the Park and the other public improvements substantially accordance with the Site Plan Approval.

5. The Developer shall not be responsible for any operations or maintenance of the Park prior to the Commencement Date and after the Acceptance Date. The Developer shall indemnify, defend and hold harmless the City, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the construction of the improvements during the License Period other than liability arising out of the sole negligence or intentional or wanton or willful acts of the City. The Developer’s liability under this Developer’s Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. The Developer and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers’ compensation insurance, and employer’s liability insurance to protect against any loss in connection with the Developer’s obligation to construct the improvements. The Developer shall maintain a general liability policy with coverage of a minimum of Two Million ($2,000,000) Dollars, which shall name the City and any officer, employee, or agent of the City as additional insureds.

7. The Developer or any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, worker’s compensation insurance, and employer’s liability insurance to protect against loss in connection with the Developer’s obligations pursuant to this Agreement.

9Notices:

8. All notices, consents, and other communications permitted or required hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

1. To the Developer at:
Grand LHN III LLC  
Attention: Murray Kushner  
520 U.S. Highway 22  
Post Office Box 6872  
Bridgewater, New Jersey 08807  
-and-  
Ironstate Holdings LLC  
Attention: David Barry  
50 Washington Street  
Hoboken, New Jersey 07030  

With a copy to:  

David B. Kahan, Esquire  
David B. Kahan, P.C.  
520 U.S. Highway 22  
Post Office Box 6872  
Bridgewater, New Jersey 08807  

To the City at:  

City of Jersey City  
Attention: Business Administrator  
280 Grove Street, Room 108  
Jersey City, New Jersey 07302  

2. A notice by an attorney for a party shall be treated as a notice by such party.  

9. **Governing Law.** This Developer’s Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.  

10. **Entire Agreement.** This Developer’s Agreement contains the entire agreement between the parties relating to the rights and obligations assumed pursuant to this Developer’s Agreement. Any oral representations or modifications concerning this Developer’s Agreement shall be of no force and effect, except for subsequent modifications reduced to writing, signed by the parties hereto and properly recorded.  

11. **Headings.** The articles, sections and subsection headings are not to be considered part of this Developer’s Agreement, are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof.
12. **Authority.** The persons signing on behalf of the City and the Developer hereby represent and warrant that they are authorized to do so.

13. **Modification.** There shall be no modification of this Developer’s Agreement except by written instrument executed by the parties.

14. **Severability.** The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

15. **Indulgences.** The failure of the parties to enforce any covenant, reservation, exception, or restriction, limitation or provision created by this Developer’s Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Developer’s Agreement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

16. **Bind and Inure Clause.** The covenants, restrictions, exceptions, reservations, or other provisions made in this Developer’s Agreement are legally binding on the Developer and all who lawfully succeed to the Developer’s rights and responsibilities, including the Developer’s successors and assigns.

17. **Effective Date.** The obligations of the parties contained in this Developer’s Agreement shall commence on the Commencement Date and terminate on the Acceptance Date.

18. **Recitals.** The recitals set forth above are incorporated herein by reference as if set forth in full.

19. **Counterparts; facsimile signatures; electronic delivery.** This Developer's Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one an
IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be executed and attested, all as of the date first above written.

GRAND LHN III LLC
By: KRE Grand Associates LLC
By: Majic Investment Corp., Manager

By:
Name: Murray Kushner
Title: President

APPLIED LIBERTY HARBOR III L.L.C.
By: Ironstate Holdings LLC, Manager

By:
Name: David Barry
Title: Manager

Witness:

CITY OF JERSEY CITY

By:
Name: Brian Platt
Title: Business Administrator

Name: Robert Byrne
Title: City Clerk

RR
4-2-19
Block '5'
Liberty Harbor North
Jersey City, New Jersey

OWNER / APPLICANT
GRAND URBAN URBAN INVESTMENTS LLC
520 US HIGHWAY 22
P.O. BOX 4677
BRIDGEWATER, NJ 08807

ARCHITECT
NOV INTERNATIONAL LLP
111 FIFTH AVENUE, 26TH FLOOR
NEW YORK, NY 10003

CIVIL ENGINEER
RIVER'S EDGE PROFESSIONAL BUILDING
2002 HIGHWAY 35, SUITE 303
RED BANK, NJ 07701
PHONE (732) 527-7100
FAX (732) 527-7344

LANDSCAPE ARCHITECT
MELILLO + BAUER ASSOCIATES
LANDSCAPE ARCHITECTS
200 UNION AVENUE
SUITE 203
SOUTH RIVER, NEW JERSEY 08882
PHONE (732) 526-8000
FAX (732) 321-1571
Liberty Harbor North-Block 5
Jersey City, New Jersey

Streetscape
Site Sections
City Council Replacement Cover Sheet

<table>
<thead>
<tr>
<th>Submitted By</th>
<th>John McKinney</th>
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</thead>
<tbody>
<tr>
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<td>Law Department</td>
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<tr>
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Pls. note Revisions and Page Number

1. Changes were made to clarify that the entire vehicle, rather than the ladder, will be sold for $1. The City's vehicle is also damaged beyond repair.

2. The proposed contract was added as an attachment to the resolution.
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-323
Agenda No. 10.H
Approved: APR 1, 2019

TITLE:

RESOLUTION AUTHORIZING THE SALE OF UNUSED FIRE SAFETY EQUIPMENT TO THE CITY OF NEWARK

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Newark, New Jersey ("Newark"), recently suffered damage to an Aerial Ladder on a 2003 fire truck which is beyond any repair; and

WHEREAS, the City of Jersey City (the "City") owns a 2000 Emergency One model G115 H500 with vehicle identification number 4ENGAB8XY1001352 that was damaged beyond repair (the "Vehicle"), which is equipped with a 2000 E-One 110' Aerial Ladder, that is no longer needed for municipal purposes and is ready to be sold for scrap; and

WHEREAS, the City's aerial ladder will fit the Newark fire truck to replace the damaged aerial ladder; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, "Any contracting unit by resolution of its governing body may authorize by sealed bid or public auction the sale of its personal property not needed for public use, ... (2) The contracting unit need not advertise for bids when it makes any such sale to the United States, the State of New Jersey, another contracting unit, any body politic to which it contributes tax raised funds, any foreign nation which has diplomatic relations with the United States."); and

WHEREAS, due to the fact that the City’s Vehicle is intended to be sold for scrap, it is of nominal value; and

WHEREAS, Newark agrees to purchase the City’s Vehicle for the sum of one dollar ($1); and

WHEREAS, the Vehicle shall be sold "as-is" without any warranties, express or implied, as to the condition of such property; and

WHEREAS, Newark shall have the opportunity to personally inspect the Vehicle, shall accept the Vehicle "as-is" and shall release, hold harmless and indemnify the City for any injuries or damages that may occur by the acceptance and use of the Vehicle.

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

1. the City is authorized to sell the Vehicle to Newark for the sum of one dollar ($1); and
2. subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement in substantially the form attached hereto; and
3. Newark shall have the opportunity to personally inspect the Vehicle, shall accept the Vehicle "as-is" and shall release, hold harmless and indemnify the City for any injuries or damages that may occur by the acceptance and use of the aerial ladder.

ADOPTED:

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

Rolando M. Lavaro, 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 SALE OF UNUSED FIRE SAFETY EQUIPMENT TO THE CITY OF NEWARK

Project Manager
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<th>Public Safety</th>
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<tr>
<td>Name/Title</td>
<td>James Shea</td>
</tr>
<tr>
<td>Phone/email</td>
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<td><a href="mailto:jshea@njgqis.org">jshea@njgqis.org</a></td>
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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 Newark recently suffered damage to a ladder on a fire truck. The City is currently in possession of a ladder for a fire truck that is no longer needed for use and is intended to be sold for scrap. Pursuant to N.J.S.A. 40A:11-36(2), the City will sell the ladder to the City of Newark for the sum of $1.

Cost (Identify all sources and amounts)   Contract term (include all proposed renewals)
$1   N/A

Type of award
Exception

If “Other Exception”, enter type
N.J.S.A. 40A:11-36(2) – Sale to government entity.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director   Date
AGREEMENT

This Agreement, made this _____ day of __________, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City,” with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302 and the CITY OF NEWARK, a municipal corporation of the State of New Jersey, hereinafter referred to as “Newark,” with offices at City Hall, 920 Broad Street, Newark, NJ 07102.

WHEREAS, Newark recently suffered damage to an Aerial Ladder on a 2003 fire truck which is beyond any repair; and

WHEREAS, the City’s Fire Division (Division) owns a 2000 Emergency One model G115 H500 with vehicle identification number 4ENGABA8XY1001352 that was damaged beyond repair (the “Vehicle”), which is equipped with a 2000 E-One 110’ Aerial Ladder, that is no longer needed for municipal purposes and is ready to be sold for scrap; and

WHEREAS, the City’s aerial ladder will fit the Newark fire truck to replace the damaged aerial ladder; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, “any contracting unit by resolution of its governing body may authorize by sealed bid or public auction the sale of its personal property not needed for public use. [...] (2) The contracting unit need not advertise for bids when it makes any such sale to the United States, the State of New Jersey, another contracting unit, any body politic to which it contributes tax raised funds, any foreign nation which has diplomatic relations with the United States, or any governmental unit in the United States.”; and

WHEREAS, due to the fact that the Vehicle is intended to be sold for scrap, it is of nominal value; and

WHEREAS, the City has determined that it is in its best interests to sell the Vehicle to Newark for $1.00 in its “as is condition” without any warranties whatsoever; and

WHEREAS, Resolution No. 19-323 approved on April 10, 2019, authorized the City to sell the Vehicle for nominal consideration to Newark.

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

1. Newark 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 or
connection with the City’s entering into this Agreement. Newark 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, Newark shall, at no cost or expense to the City, defend against such claims, in which event Newark shall not, without obtaining express permission in advance from the legal 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.

2. Newark shall bear and pay any and all costs or expenses which may be incurred in the transfer of title and ownership of such Vehicle and the transportation of the Vehicle to Newark.

3. Newark shall at all times use and maintain the Vehicle solely for the specific purposes associated with the operation of the Newark Fire Division and not for any commercial business, trade or manufacturing purposes.

4. Newark agrees that if the Vehicle is not being used in accordance with the specific purposes indicated herein, ownership of the Vehicle shall revert to the City.

5. The City shall convey and Newark shall accept the Vehicle in its “as is” condition, without warranty of fitness for a particular purpose.

6. Upon the conveyance of the Vehicle to Newark, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the operation, maintenance, expense or ownership of the Vehicle, and all such expenses of ownership shall be the sole responsibility of Newark.

7. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

Brian J. Platt
Business Administrator

Attest:

Robert Byrne, City Clerk

CITY OF NEWARK

Attest:

JMcK
4/8/2019
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

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 five 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 individually 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. 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.
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

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.

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:

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<th>NUM</th>
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March 27, 2019

APPROVED:

Business Administrator

Certification Required □ Not Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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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 PURCHASING AGENT TO SELL VARIOUS IMPounded Motor Vehicles AT pUblic Auction

Project Manager

<table>
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<th>DPW</th>
<th>Automotive</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
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<tr>
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<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortjzh@ecnj.org">ortjzh@ecnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalentif@ecnj.org">mvalentif@ecnj.org</a></td>
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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) | Contract term (include all proposed renewals)

Type of award | Auction Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
TITLE: WITHDRAWN

RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 et seq., and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, ACES has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the City of Jersey City ("City"), is a member of the ACES Cooperative Pricing System; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, including municipalities participating in ACES, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs ("ESIPs"); and

WHEREAS, the City desires to participate in the ACESplus Program; and

WHEREAS, the Lead Agency, via its professional energy consultant, Gabel Associates, will work with the City to develop and administer a competitive procurement, request for proposal process, to select an Energy Services Company (ESCO) to develop and implement an ESIP; and

RESOLVED, that the City binds itself to NJSBA as the Lead Agency to provide ESIP-related services under the ACESplus Program; and, be it

FURTHER RESOLVED: that the City accepts the Proposal and Agreement, attached as Exhibits A and B respectively, with Gabel Associates and authorizes and directs the business administrator to execute same; and, be it
FURTHER RESOLVED, that the Lead Agency, via its professional energy consultant, Gabel Associates, is hereby authorized to work with the business administrator and City representatives to evaluate, develop and administer an RFP process, as authorized by, and in accordance with the requirements Local Public Contracts Law and in accordance with EDECA and the Proposal; and, be it

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

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

Roelanda 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 APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

Project Manager

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<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4642</td>
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Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The resolution shall authorize the Mayor or BA to, by utilizing Jersey City membership in the Alliance for Competitive Energy Services ("ACES") cooperative, execute a contract with the Lead Agency’s provider, Gabel Associates, to consult on development of an Energy Savings Program (ESIP) for the City of Jersey City. This consultation shall include evaluation and implementation of the ESIP, and assisting in the development, administration and evaluation of a competitive purchasing RFP for energy services.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

$60,000.00  One (1) year

Type of award  Cooperative Purchasing Agreement (ACES)

If “Other Exception”, enter type

Additional Information

The vendor (Gabel) has won a bid under the ACES cooperative purchasing agreement (lead agency: NJSBA), which the City of Jersey City has now joined. Vendor provides management and consulting services thereunder.

I certify that all facts presented herein are accurate.

Signature of Department Director  Date
Proposal to Provide Energy Consulting Services
to The City of Jersey City
Through the ACESplus Program
January 22, 2019

Overview

Gabel Associates (Gabel Associates or Gabel) is pleased to provide this proposal to the City of Jersey City (Jersey City or the City) to provide energy consulting services related to its energy efficiency (EE) projects. Gabel has unmatched experience developing renewable energy projects in New Jersey, especially projects for public entities where defined procurement processes are required.

It is also important to note that Gabel Associates has an existing working relationship with the City and is currently providing consulting support for the City’s solar and EE projects.

Based on discussions and review of the Local Government Energy Audit (LGEA) report for the City’s facilities, we believe there is a viable opportunity for the City to pursue an EE project through an Energy Savings Improvement Program (ESIP) approach, and that Jersey City would be successful in attracting strong proposals that will save the City money through the implementation of EE measures. ESIP provides New Jersey government agencies with a flexible tool to improve and reduce energy usage with minimal outlay of financial resources.

Jersey City is interested in releasing a Request for Proposals (RFP) for the procurement of an Energy Service Company (ESCO) for the implementation of the ESIP. Gabel understands that the City is looking for an energy consultant to assist with the procurement, evaluation and review of the proposals (RFP), and energy savings plan (ESP). As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City with the RFP and ESIP process.

As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City develop an ESIP program including the development and administration of a competitive contracting procurement process. This support will be performed in collaboration with the City, the City’s engineers, and the City attorney, with the goal of minimizing administrative impacts on City personnel.

Since the City is a part of the Alliance for Competitive Energy Services (ACES) program, these consulting services can be procured easily and typically without budgeted expense through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA). Through ACESplus, our consulting services are provided through a long-standing cooperative purchasing program created by these organizations, as approved by the New Jersey Department of Community Affairs (DCA), with the program overseen by sponsors.
Engaging the services proposed below requires only the passing of a standardized resolution to participate in the ACESplus program for this project. All expenses for the consulting services provided can typically be included as part of the final project as a reimbursement to the City. Therefore, in the end, the project may not require any "out-of-pocket" expenses by the City as these costs will be recovered by Jersey City.

For more information about ACES and ACESplus, please refer to www.nj-aces.com.

**Overview of Gabel Associates**

Gabel Associates, Inc. is an energy, environmental and public utility consulting firm with its principal office located in Highland Park, New Jersey. In business for over 25 years, the firm provides its expertise to a wide variety of clients. Our client list includes public agencies at the local, county and State levels, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, power plant owners and operators, wholesale suppliers and utilities. We have successfully assisted public and private sector clients in implementing strategic energy plans to reduce costs and enhance environmental quality.

Gabel Associates combines technical skills with in-depth, specialized financial and regulatory knowledge to create and implement financially and economically sound energy plans.

Unlike many other firms, Gabel Associates possesses strong and complementary capabilities in a range of disciplines—technical, economic, financial, marketplace, and regulatory—all of which are crucial to project success and maximizing benefits. We use these skills to build a customized approach that aligns with the energy goals of each client.

A multitude of clients rely on our firm to take on a project facilitator role to ensure that projects and studies happen successfully and efficiently. Throughout the process, the firm serves as a trusted advisor to ensure the best interests of our clients are fully analyzed and protected.

Gabel Associates has on-the-ground experience with all aspects of project development for a wide-range of projects including EE, renewable (solar, wind, landfill gas-to-energy, waste-to-energy, biomass and geothermal), cogeneration, and traditional energy sources such as natural gas and coal. Our services include feasibility studies, comprehensive economic and financial analysis, contract drafting and negotiation, and project facilitation during implementation. Our “real world” expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts.

**Gabel Associates has dual expertise in both the technical and economic aspects of EE projects, which serves to differentiate our firm.** The firm is also deeply involved in regulatory, legislative, and tariff issues throughout the country, which provides an additional level of support and insight to our work. Given our range of involvement in various projects, Gabel Associates can bring practical expertise to each engagement, as informed by deep experience in a wide range of energy industry disciplines.
Gabel Associates' unique combination of skills, coupled with demonstrated project success, makes the firm a trusted resource to lead Jersey City through its energy initiative. The firm possesses differentiating expertise which allows it to offer well-grounded and creative advice, including:

- Refined approach and long-standing success in EE activities including detailed energy auditing and facility assessments; historic utility usage benchmarking and bill analysis; estimated energy savings associated with energy conservation measures (ECMs); development or independent review of Energy Savings Plans (ESPs); rebate/incentive administration; preparation of request for proposals (RFPs) for Energy Service Companies (ESCOs); financial, economic and technical analysis; proposal evaluation; and contract negotiation support.

- Intimate familiarity and direct experience with various forms of performance contracting such as the ESIP for government entities and the self-own (or do-it-yourself) model. The firm is highly experienced in structuring energy performance contracts in a manner that protects our clients while also maximizing benefits;

- Extensive experience working successfully with dozens of public entities throughout New Jersey on EE issues, including the City of Atlantic City, Elizabeth Public Schools, Willingboro Municipal Utilities Authority, Monmouth County, Glen Gardner School District, Teaneck Board of Education, Hudson County, Newark Housing Authority, School District of the Chathams, and many others. The firm has specialized expertise in supporting energy projects for public entities through competitive contracting processes that seek to maximize participation;

- Highly knowledgeable about the Sustainable Jersey program, including detailed working knowledge of EE actions for which this project will be applicable;

- A highly skilled technical staff led by Mark Warner, Vice President of the firm, who has over 30 years of experience in leading technical teams. Previously, Mr. Warner chaired Sustainable Jersey’s Energy Task Force where he led the development of numerous high-impact best-practice standards for the award winning Sustainable Jersey program. This included a strong focus on improving building performance and sustainability through energy efficiency and renewable energy measures;

- Additional key resources include Bojan Mitrovic and Andrew Conte, Senior Associates at the firm. Mr. Mitrovic has over 25 years of experience in energy economics and engineering and is a Certified Energy Auditor (CEA) and a Certified Energy Manager (CEM) while Mr. Conte has over 10 years of experience in energy planning and engineering and is a CEM, CEA, and Certified Measurement and Verification Professional (CMVP);
• Comprehensive analysis that allows our clients to make informed decisions based on prudent technical reviews coupled with detailed forecasting and analysis of economic and risk factors;

• Deep expertise in utility tariffs and an advanced understanding of all components that collectively make up electricity rates. Extensive expertise in energy economics and unique insights on market dynamics in retail and wholesale energy markets, which allows the firm to clearly analyze and forecast the cost of utility service, and;

• Expert understanding and continued presence at PJM, the operator of the region's wholesale electricity marketplace, which gives the firm a unique ability to anticipate energy market trends and foresee major developments that may impact our clients.

It is also important to note that Gabel has served as the Consultant/Program Administrator for the ACES program for over 18 years. ACES represents a significant energy purchasing consortium comprised of over 400 New Jersey school districts, including Jersey City Public Schools. Gabel is also the exclusive provider of consulting services, as outlined in this proposal, for the ACESplus program.

For a full description of our services, please see our website at [www.gabelassociates.com](http://www.gabelassociates.com).

**Proposal**

This proposal provides the following information for your consideration:

1) Scope of Services
2) Fee Structure
3) General Terms and Conditions

**1) Scope of Services**

It is our understanding that the City is interested in implementing an ESIP. The ESIP structure will allow the City to realize the benefits of EE measures with minimal outlay of financial resources. Jersey City has already completed Local Government Energy Audits (LGEA) of certain facilities. The City is interested in exploring opportunities to expand the list of ECMs and innovative energy projects. Gabel proposes to implement the following scope of work related to implementing an ESIP:

**Task 1 – ESIP Procurement Process**

Gabel will develop and administer a Request for Proposals (RFP), in conjunction with the City’s legal counsel, pursuant to Department of Community Affairs (DCA) guidelines and New Jersey Board of Public Utilities (BPU) regulations (including full notice and transparent evaluation of proposals) that will be used to solicit proposals from qualified ESCOs to design and install the selected ECMs under the ESIP. Throughout the process, Gabel will work closely with the City’s
legal counsel to assure that the process is consistent (and is developed in coordination) with local unit procurement requirements. Specifically, this process will include:

a. Work with the City to collect the necessary documents required for the implementation of an ESIP as well as identify any goals and items of critical need to the City;

b. Draft an RFP using DCA and BPU approved documents that will identify the technical, financial, performance, and contractual issues that ESCOs must adhere to in their proposals;

c. Conduct a pre-bid meeting for interested ESCOs to address any questions or issues and coordinate site visits for interested vendors;

d. Evaluate the proposals from a technical, economic and financial perspective. This evaluation will be based on both price and non-price factors to assure that the City executes an agreement with a vendor that is financially and technically capable while also providing sound economic value;

e. Gabel would prepare an evaluation matrix, including weighting factors, to serve as a basis for the decision of the City to designate a contract award. Based upon this comprehensive evaluation, Gabel would prepare an Evaluation Report that clearly analyzes each proposal and provides our recommendation on the ESCO that would provide the most value to the City. Once the winning vendor has been selected, we will support the City in making an award;

f. Review proposed contracts and provide comments on their provisions to assure that the interests of the City are advanced and protected, and;

g. Finalize the contract award with the chosen vendor.

h. Assist the City with documentation of the EE Action in the Sustainable Jersey program once the project is operational, if desired.

2) Fee Structure

Task 1 - ESIP Procurement Process

Gabel proposes to charge a flat, fixed fee of $65,000 for this task. This amount would be due and payable in full following Gabel’s issuance of the Evaluation Report. This fee can be included in the ESIP financing and reimbursed to the City, but must be included in the portion of the ESIP not financed by the energy savings as per State guidelines.

Contingent Payment of the Task 1 Fee:
In the event the City chooses to stop the procurement process after Gabel starts drafting the RFP but before its release, payment owed to Gabel by the City would be $14,000. Likewise, in the event the City chooses to stop the procurement process after receipt of proposals but before Gabel begins the full evaluation (including interviews), payment owed to Gabel by the City would be $28,000.

3) General Terms and Conditions

Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates, or the City as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction.
We appreciate the opportunity to provide this proposal to the City for ESIP procurement and evaluation services through ACESplus dated January 22, 2019. Please feel free to call me at (732) 296-0770 with any questions regarding this proposal.

Sincerely,

Andrew Conte, CEM, CEA, CMVP
Senior Associate

If this proposal is acceptable, and the City decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

Countersign by official with authority to bind the City of Jersey City:

__________________________  ________________
Signature                      Date

__________________________
Name

__________________________
Title
### Attachment 1: Hourly Fee Schedule

#### Gabel Associates

**Fee Schedule**

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<td>Associate Level</td>
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Time charges: all time is billed on an hourly basis at the rates set forth above. All time is rounded to the nearest quarter hour. Payment is due within 30 days of receipt of invoice.

Expenses: all direct expenses incurred are billed at cost. Direct expenses include travel, overnight expenses, Federal Express, and bulk copying as well as other expenses approved in advance by the client.
AGREEMENT

AGREEMENT made this ___ day of ______, 2019 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 GABEL ASSOCIATES, 417 Denison Street, Highland Park, New Jersey 08904 ("Gabel" or "Consultant"),

WHEREAS, the City is seeking to save money by making improvements and implementing procedures that increase energy efficiency in its buildings and operations; and

WHEREAS, the City desires to implement an Energy Savings Improvement Plan (ESIP) to achieve these goals; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to assist in development and implementation the above listed objectives; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 et seq., and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, ACES, has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs ("ESIPs"); and

WHEREAS, the City of Jersey City ("Participant"), is a member of the ACES Cooperative Pricing System, and desires to participate in the ACESplus Program; and
WHEREAS, the City desires to consult with the Lead Agency, via the cooperative’s professional energy consultant, Gabel Associates, to develop and administer a competitive procurement, request for proposal process, to select an Energy Services Company (ESCO) to develop and implement an ESIP; and

WHEREAS, the total contract amount for such consultation services shall not exceed $65,000.00; and

WHEREAS, under Resolution ___ approved on _________, 2019, the City bound itself to NJSBA as the Lead Agency to provide ESIP-related consultation services under the ACESplus Program and authorized this Agreement between the City and Gabel; and, be it;

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 to procure a consultant to assist the City in developing and implementing an Energy Savings Improvement Program (ESIP) for the City of Jersey City.

ARTICLE II
Scope of Services

1. Consultant shall perform all the services as described in its attached Consultant’s Proposal dated ______________ (Exhibit "A"), which is attached hereto and incorporated herein by reference ("Proposal"). The contract consists of this Agreement and the Proposal ("Contract Documents"). 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 Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal. References to the “Agreement” in Articles X-XVI hereof shall be deemed to refer to both Contract Documents, taken together, unless such interpretation would be manifestly unreasonable.

2. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.
ARTICLE III
Term

1. The term of this Agreement shall be one year commencing of the date this Agreement is executed by City officials.

ARTICLE IV
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services set forth in Exhibit A.

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 V
Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount not to exceed $65,000.00 including fees and expenses, except to the extent. It is contemplated that this amount will be paid by a successful, as set forth in the Consultant's Proposal. Compensation shall be payable upon submission and verification of monthly invoices to the Director of the City's Office of Innovation. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant 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 weeks.

ARTICLE VI
Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Contract:
A. Comprehensive General Liability in the amount of $1,000,000.00 per occurrence and $2,000,000.00 in aggregate; including Products & Completed Operations coverage.

B. Workmen's Compensation with State of New Jersey statutory limits and Employer's Liability in the amount of $1,000,000.00.

C. Automobile Liability in the amount of $1,000,000.00 combined single limit.

D. Professional Liability in the amount of $2,000,000.00 per occurrence and in aggregate.

E. Cyber Liability in the amount of $2,000,000.00 per occurrence and in aggregate. Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

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 each insurance upon execution of this Contract.

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 VII**

   **Termination for Cause**

   1. Should a dispute arise between the City and Consultant, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.
ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE IX
Indemnity

1. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X
Entire Agreement

1. This Agreement and the Proposal constitutes the entire agreement between City and Consultant. This Agreement supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

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 City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.
ARTICLE XII

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian Platt
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302
ARTICLE XIII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

ARTICLE XIV
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
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.
ARICLE XVI
Open Public Records Act (OPRA) and Proprietary and/or Confidential Information

Anything to the contrary notwithstanding, the Consultant acknowledges and consents to the fact that its Proposal will become property of the City and also become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law. While its Proposal will become public information, it is understood that the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”. Consultant may, therefore, designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. The location in the Proposal of any such designation should be clearly stated in a cover letter. The City will not honor any attempt by Consultant to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Consultant’s assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

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: Gabel Associates

____________________________

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO KRUEGER INTERNATIONAL, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT, DIVISION OF HOUSING PRESERVATION, OFFICE OF HOUSING CODE ENFORCEMENT, OFFICE OF LANDLORD/TENANT RELATIONS AND THE DIVISION OF COMMUNITY DEVELOPMENT THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) 17/18-16, FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Housing and Economic Development wishes to purchase office furniture from Krueger International Inc., 1330 Bellevue Street, Green Bay, Wisconsin 54302 who is in possession of contract ESCNJ 17/18-16; and

WHEREAS, funds are available for this contract in the Capital Account;

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-139-990</td>
<td>133177</td>
<td>$192,176.50</td>
</tr>
</tbody>
</table>

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 is awarded to Krueger International Inc. in the amount of $192,176.50 for the purchase of office furniture is authorized;

2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.;

3. The term of the contract will be completed upon the delivery of the goods or services; and

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO KRUEGER INTERNATIONAL, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT, DIVISION OF HOUSING PRESERVATION, OFFICE OF HOUSING CODE ENFORCEMENT, OFFICE OF LANDLORD/TENANT RELATIONS AND THE DIVISION OF COMMUNITY DEVELOPMENT THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNY) 17/18-16, FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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.

Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct # 04-215-55-139-990 P.O. # 133177 Total Contract $192,178.50

Approved: Peter Folgado, Director of Purchasing, 4/1/19

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

Certification Required

APPROVED

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
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 KRUEGER INTERNATIONAL, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT, DIVISION OF HOUSING PRESERVATION, OFFICE OF HOUSING CODE ENFORCEMENT, OFFICE OF LANDLORD/TENANT RELATIONS AND THE DIVISION OF COMMUNITY DEVELOPMENT THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) 17/18-16, FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager:

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian F. Welier, L.L.A., Director</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/Email</td>
<td>(201) 547-5900</td>
<td><a href="mailto:Welierb@jcnj.org">Welierb@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
Purchase of new furniture under ESCNJ Cooperative Agreement, Contract #17/18-16 for 2 Jackson Square.
This newly renovated space requires new furniture to allow for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts) | Contract term (include all proposed renewals)
--- | ---
CH Annex Reappropriation Acct. 04-215-55-139-990 - $192,176.50 | Furniture to be delivered within to 4 to 6 weeks after contract award.

Type of award | ESCNJ Cooperative Agreement

If "Other Exception", enter type

Additional Information
New Furniture requested by The Department of HEDC and the Divisions/Offices to be relocated to 2 Jackson Square.

I certify that all the facts presented herein are accurate.

Signature of Division Director 3-29-19
Date
FURNITURE & ACCESSORIES - BID #ESCNJ 17/18-16

Bid Term - 7/2/17 - 7/1/18; Extended to 7/1/19
«Return to Members Section

VENDOR DOCUMENTS

Academy Furniture and Supplies
Ackerson Furniture
Allied Equipment Company, Inc.
Artco-Bell
BaiLar
CID
Columbia Manufacturing, Inc.
Creative Office Concepts
Fleetwood Group
Global Industries Group
Group Lacasse
Haskell
Hertz
Humanscale
Indiana Furniture Industries, Inc.
Interior Concepts, Corp.
Jasper Group
Johnson Business Products
Jonti-Craft
Krueger International (KI)
Lee Distributors
LIAT, LLC
Longo Associates, Inc.
Mitchell
National Public Seating
Nickerson Corporation
Nickerson New Jersey

https://www.escnj.us/Page/327

4/1/2019
City of Jersey City: 2 Jackson
Ki is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBOs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: ES08-412842FNU/C

PRODUCT TOTALS
See Quote Detail Summary
GRAND TOTAL

$154,176.50
$38,000.00
$192,176.50

Contract Information:
OT00128430 ESCNJ 17/18-16 Direct Rep $200k-$499,999.

Requested Delivery Date: To be Determined

Sold To
City of Jersey City
13-15 Linden Avenue
Jersey City, NJ 07305

End User
City of Jersey City
13-15 Linden Avenue
Jersey City, NJ 07305

Ship To
To be Determined

Installation
KI Services
71 West 23rd Street, 3rd Floor
New York, NY 10010
P. (212) 337-9900
Vendor # 30000

Client Notes:
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### Product Options that must be determined (aka TBDs) exist and must be selected prior to purchase order submitted. These items are noted in the far right column with (?)

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**Product Options:**
- **List Price:** $175.00
- **Extended List Price:** $179.00
- **Discount:** 5.00%
- **Sell Price:** $165.50
- **Extended Total:** $165.50
- **TRD Options:** TBD

**Product Options:**
- **List Price:** $84.00
- **Extended List Price:** $168.00
- **Discount:** 50.00%
- **Sell Price:** $43.00
- **Extended Total:** $84.00

**Product Options:**
- **List Price:** $553.00
- **Extended List Price:** $1,006.00
- **Discount:** 50.00%
- **Sell Price:** $351.50
- **Extended Total:** $653.00

**Product Options:**
- **List Price:** $1,200.00
- **Extended List Price:** $3,700.00
- **Discount:** 50.00%
- **Sell Price:** $1,075.00
- **Extended Total:** $1,075.00

**Product Options:**
- **List Price:** $75.00
- **Extended List Price:** $450.00
- **Discount:** 50.00%
- **Sell Price:** $36.00
- **Extended Total:** $216.00

**Product Options:**
- **List Price:** $2,002.00
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- **Discount:** 50.00%
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- **Extended Total:** $1,000.00
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</tbody>
</table>

**Line 1.18**: 700 Series Files, Freestanding Post-Box/File/24" Nominal Depth

- Pull Options: Classic (most pull)
- Unit Color: Warm Grey
- Counterbalance Option: With Counterbalance
- Key Option: Key standard

**Line 1.19**: 700 Series Files Mobile Post-File/File/24" Nominal Depth

- Pull Options: Classic (most pull)
- Unit Color: Warm Grey
- Key Option: Key standard

**Line 1.20**: Unico Frameless Modesty Panel, with Acrylic Insert (100")

- Acrylic Insert Color: Cloud Acrylic
- Attachment Color: Warm Grey

**Line 1.21**: W0224472-74P S19231784 Custom-Workshop Rectangular Table, Electric Files, 4/23-1/2" x 52-1/2"

- Edge Color: Frosty White edge
- Electrical Control Style: Standard switch.
- Surface Finish: K Laminate
- Kai Laminate: FROSTY WHITE 1573-80
- Base Finish: Warm Grey
- Inner Column Finish: Silver
- Rolling Base Option: Rolling base (1 foot wheels, 1 foot glides)
- Table/Desks - Base dimensions (height/width)

**Line 1.22**: W0224601-74P S19231784 Custom-Workshop Rectangular Table, Fixed Base, 4/23-1/2" x 56-1/2"

- Edge Color: Frosty White edge
- Surface Finish: K Laminate
- Kai Laminate: FROSTY WHITE 1573-80
- Base Finish: Warm Grey
- Rolling Base Option: Rolling base (1 foot wheels, 1 foot glides)

**Description**: ASST. DIR.-HOUSING CODE

**Work Group Product Subtotal**: $15,389.50

**Description**: BREAK AREA. 123

**Line 1.21**: 10TH12

- Poly Seat/Back Color: Compliance to RI-117-2013
- Poly Seat and Back Color: Sky Blue
- Frame Leg/Arm Finish: Warm Grey
- Glaze Option: Felt glides

**Line 1.22**: PE16972-74P

- Edge Color: Frosty White edge
- Grommet/Power Up Option: No Grommet, Power Up or Wire Management/No Cutouts
- Modesty Panel: No Fabric/Modesty panel
- Laminate: K Laminate
- K Laminate: FROSTY WHITE 1573-80
- Leg Finish: Warm Grey
- Casters/Glides: Black wheels. Silver lab-2 locking 2 non-locking

**Quotation Details**

- Created: 3/28/2019
- Valid Through: 6/29/2019
- Prepared By: Ari Koch
- Quotation Filename: City of Jersey City 2 Jackson - ES09-4128-K2RJ2C
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**Product options that must be determined (aka TBDs) exist and must be selected prior to purchase or order submittal. These items are noted in the far right column with (?)**

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**Description: DIRECTOR OFFICE 117**

**Description: FILES**

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**Description: HOUSING PRESERVATION 118**

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Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submitted. These items are noted in the far-right column with (?)

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**Line Description**

- **46.286441**: 15-Amp Duplex Receptacle for Raceway Use: 6 Circuit Circuit 4
- **46.286251**: 15-Amp Duplex Receptacle for Raceway Use: 6 Circuit Circuit 5
- **46.286041**: 15-Amp Duplex Receptacle for Raceway Use: 6 Circuit Circuit 6
- **46.24858**: FourC Task Armchair, 2D Arms
- **79035044-ZAP-F**: 700 Series Desk, Full Modesty Panel, 74P, Edge, 24 x 36 W
- **700 Series Desk, Return, Partial Modesty Panel, 74P, Edge, 24 x 36 W**
- **CF0344L**: Flat Screen System, 32" Post, Single Screen, Height-Adjustable, Double Extension Arm, Silver
- **C2BDA6064-016**: C2 60° Dual-Sided Atriker Telescopic Beam Frame 36-42", Slider
- **C2BDA6064-016**: C2 60° Dual-Sided Starter/Standalone Telescopic Beam Frame 36-42", Slider
<table>
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<th>List Price</th>
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Product options that must be determined (aka TBEs) exist and must be selected prior to purchase order submission. These items are noted in the far right column with '?'.
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**Description:** HOUSING PRESERVATION 118

**WorkGroup Product Subtotal:** $17,636.00

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**Description:** I.T. 108

**WorkGroup Product Subtotal:** $419.50

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**Description:** I.T. 108

**WorkGroup Product Subtotal:** $2,220.00

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**Description:** OPEN-OFFICE 117

**WorkGroup Product Subtotal:** $2,904.50

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### Quotation

**Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submit. These items are noted in the far right column with (?)**

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**Description:** OPEN OFFICE 117

**Description:** OPEN OFFICE 118

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**Description:** OPEN OFFICE 117

**WorkGroup Product Subtotal:** $19,918.00

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**Description:** OPEN OFFICE 118

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**Table**: List of products with their details such as model number, description, price, and notes.

**Product Options**

Product options that must be determined (aka: T&Ds) exist and must be selected prior to purchase order submitted. These items are noted in the far right column with (?)

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**Page: 14 of 23**
### Quotation

**Product options that must be determined (aka “TBDs” exist and must be selected prior to purchase order submittal. These items are noted in the far right column with “T”)**

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**Description: OPEN OFFICE 118**

**WorkGroup Product Subtotal** | **$42,987.50**

**Description: PANELS**

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**Trim Color** | **Warm Grey**

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Description: PANELS

Description: TENANT-LANDLORD ORD. 121.

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Description: CUBICLE FURNITURE. WorkGroup Product Subtotal $5,272.50
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</tbody>
</table>

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**Page: 20 of 23**
Product options that must be determined (like TBDs) exist and must be selected prior to purchase order submission. These items are noted in the far right column with (?)

**Line 13.30**

**Model**: 3400H-74P

<table>
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<th>Qty</th>
<th>List Price</th>
<th>Extended List Price</th>
<th>Discount</th>
<th>Sell Price</th>
<th>Extended Total</th>
<th>Options</th>
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- **Edge Color**: Frosty White edge
- **Laminant**: Standard
- **Finish**: Standard
- **Base**: Standard

**Description**: Custom Workup Rectangular Table, Electric Height, 74P, 23-1/2 x 46-1/2"

**Options**

- 13.30 VJU24GHF-74P Workup Rectangular Table, Electric Height, 74P, 23-1/2 x 46-1/2"

**Page: 21 of 23**
CERTIFICATE NUMBER 0092782 FOR KRUEGER INTERNATIONAL, INC. IS VALID.
### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>KRUEGER INTERNATIONAL, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1330 BELLEVUE ST</td>
</tr>
<tr>
<td></td>
<td>GREEN BAY, WI 54302-2119</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0092782</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>July 24, 1989</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>July 30, 2013</td>
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</tbody>
</table>

For Office Use Only:

20130730163519417
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-2016 to 15-SEP-2021.

KI (KRUEGER INTERNATIONAL), INC.
1330 BELLEVUE STREET
GREEN BAY WI 54302

ELIZABETH MAHER MUOIO
State Treasurer
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conformity 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 18 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:

- N.J.S.A. 10:5-31 and N.J.A.C. 17:27
- MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
- Grants, 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 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): Guy Patzke, Assistant Secretary

Representative's Signature: [Signature]

Name of Company: Krueger International Inc.

Tel. No.: (920) 468-8100 Date: March 28, 2019
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Assistant Secretary of Krueger International (hereinafter “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 expenses 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, 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 prevent 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: Guy Patzke, Assistant Secretary

Representative’s Signature: ____________________________

Name of Company: Krueger International, Inc.

Tel. No.: (920) 468-8100

Date: March 28, 2019
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Krueger International, Inc.

Address: 1330 Bellevue Street, Green Bay, WI 54302

Telephone No.: (920) 468-8100

Contact Name: Andy VanStraten - Contract/Bid Manager

Please check applicable category: Not Applicable

____ 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.
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:  | Krueger International, Inc.
Address:  | 1330 Bellevue Street
City:  | Green Bay
State: Wisconsin
Zip:  | 54302

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Guy Patzke
Printed Name

Assistant Secretary
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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Krueger International, Inc. 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 Krueger International, Inc. 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: Krueger International, Inc.
Signed ___________________________ Title: Assistant Secretary
Print Name Guy Patzke Date: March 28, 2019

Subscribed and sworn before me this 28 day of March 2019
My Commission Expires 10/24/2022
Lee Amundson, Notary

**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 to elected officials or political committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p)(q) and (t).

<table>
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<th>Steven Pulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
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<tr>
<td>Lavaro for Councilman</td>
<td>Friends of Richard Boggiano</td>
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<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

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: Krueger International, Inc.
Signature of Affiant: [Signature]
Printed Name of Affiant: Guy Patzke
Title: Assistant Secretary
Date: 3/28/2019

Subscribed and sworn before me this 28, day of March, 2019.
My Commission expires: 10/24/2022

(Seal)
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OF'S NUMBER: ___________________________ Proposer: ___________________________

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

G X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (Chapter 25 List(s)). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

G I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined able by completing the box below.

| Name: ___________________________ | Relationship to Proposer: ___________________________
| Description of Activities: ___________________________ | ___________________________ |
| Duration of Engagement: ___________________________ | Anticipated Cessation Date: ___________________________ |
| Proposer Contact Name: ___________________________ | Contact Phone Number: ___________________________ |

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: ___________________________ (Print): ___________________________

Signature: ___________________________

Title: Assistant Secretary

Date: March 28, 2019
Part IV  CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

<table>
<thead>
<tr>
<th>Full Name (Print):</th>
<th>Guy Patzke</th>
<th>Title:</th>
<th>Assistant Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
<td>Date:</td>
<td>3/28/2019</td>
</tr>
</tbody>
</table>

SIGNATURE: Guy Patzke

TITLE: Assistant Secretary

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY  March 28  2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Lee Amundson, Notary

NOTARY PUBLIC OF Wisconsin
MY COMMISSION EXPIRES: 20 22

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.)
Resolution of the City of Jersey City, N.J.

City Clerk  File No.  Res. 19-327
Agenda No.  10.R
Approved:  APR 16 2019

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND METROPOLITAN LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City ("City") must provide life insurance pursuant to City's Labor Agreements to all non-management employees, and

WHEREAS, the City made a formal solicitation and received four (4) proposals; two (2) were accepted and two (2) were rejected because they failed to acknowledge the addendum; and

WHEREAS, the broker reviewed the two (2) proposals and has determined that the most advantageous proposal for the City is the proposal submitted by Metropolitan Life Insurance Company; and

WHEREAS, the City desires to enter into an agreement, with Metropolitan Life Insurance Company for a period of three (3) years effective April 1, 2019 and expiring on March 31, 2022; and

WHEREAS, the City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unsuitable Services ("EUS"); and

WHEREAS, Brian Platt, the City Business Administrator, has certified that these services qualify as an Extraordinary Unsuitable Service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Metropolitan Life Insurance Company has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted September 3, 2008; and

WHEREAS, the total amount of the three (3) year contract is EIGHT HUNDRED EIGHTY THOUSAND ($880,000.00) DOLLARS; and

WHEREAS, the total amount of EIGHTY THOUSAND ($80,000.00) DOLLARS is available in account 01-201-23-220-809; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) to cover cost increases resulting from the hiring of new City management employees, or from increased salaries of existing City non-management employees.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Metropolitan Life Insurance Company to provide life insurance for non-management employees for a term of 36 months effective April 1, 2019 and expiring on March 31, 2022.

2. The total contract amount for (3) three years is EIGHT HUNDRED EIGHTY THOUSAND ($880,000.00) DOLLARS.
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND METROPOLITAN LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

3. Pursuant to N.J.S.A 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Services (EUS) contract because of the reasons stated in the certification attached hereto.

4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditures of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in subsequent fiscal year budgets.

5. Upon certification by an official or employee of the City authorized to attest that Metropolitan Life Insurance Company has provided services in accordance with the contract, then payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

7. The award of this contract shall be subject to a condition that Metropolitan Life Insurance Company provides satisfactory evidence of compliance with the applicable Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

8. The Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance attached hereto, shall be placed on file with this resolution.

I. Elizabeth Castillo, Acting Chief Financial Officer hereby certifies that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
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<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>COLLINS</td>
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<td></td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
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</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: April 10, 2019

TO: Municipal Council

FROM: Brian Platt, Business Administrator

RE: Contract to provide life insurance for Non-Management Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Metropolitan Life Insurance Company (Met Life)
Cost: $880,000.00 for entire contract term
Period: April 1, 2019 TO March 31, 2022
Purpose: To provide a life insurance policy for Non-Management employees of the City of Jersey City

This is to request an award of a contract as an Extraordinary, Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Met Life will provide a life insurance policy for all non-management employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is for providing life insurance coverage for City non-management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The services provided change on a daily basis with deletions and additions of employees.

4. Describe the informal solicitation of quotations:

The City placed a Request for Proposals (RFP) on Bidsync and received Four (4) responses.

<table>
<thead>
<tr>
<th>3 year Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Met Life Inc.</td>
<td>$880,000.00</td>
</tr>
<tr>
<td>Dearborn Life</td>
<td>$2,300,000.00</td>
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</tbody>
</table>

USAble (Disqualified for failure to acknowledge addendum)
MONY (Disqualified for failure to acknowledge addendum)

5. I have reviewed the rules of the Division of Local Department Services as contained in N.J.A.C. 5:34-2.1 et. seq. and certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

Brian Platt
Business Administrator
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND METROPOLITAN LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEES AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HUMAN RESOURCES</th>
<th>HEALTH BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>MICHALINE YURCIK</td>
<td>SUPERVISING ADMINISTRATIVE ANALYST</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-5515</td>
<td><a href="mailto:Myurcik@jcnj.org">Myurcik@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
To provide life insurance for non-management employees.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>LIFE RATE</th>
<th>AD&amp;D RATE</th>
<th>RETIREES</th>
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</thead>
<tbody>
<tr>
<td>Met Life Ins.</td>
<td>$0.162</td>
<td>$0.018</td>
<td>$1.404; $2.34</td>
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<tr>
<td>3 year rates</td>
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<td></td>
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</tr>
<tr>
<td>Dearborn Life</td>
<td>$0.151</td>
<td>$0.02</td>
<td>$2.60; $7.80</td>
</tr>
<tr>
<td>3 year rates</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Cost (Identify all sources and amounts)  
Account: 01-201-23-220-809
$880,000.00 – three (3) years

Contract term (include all proposed renewals)
Three years (April 1, 2019 - March 31, 2022)

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 4/5/19
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 Metropolitan Life Insurance Company has not made any reportable contributions in the one-year period preceding February 13, 2019 (date City Council awarded 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 Metropolitan Life Insurance Company (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: Metropolitan Life Insurance Company

Signed: [Signature]

Print Name: Kleyton Young

Date: February 13, 2019

Subscribed and sworn before me this 13th day of February, 2019.

My Commission expires:

[Seal]

OFFICIAL SEAL

SHAWNA GARRETT

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES AUG. 10, 2020

Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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.
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): Klevton Young, Vice President
Representative’s Signature: __________________________
Name of Company: Metropolitan Life Insurance Company
Tel. No.: 610-386-4213 Date: February 13, 2019
Bob Wapelhorst, Account Executive
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
Metropolitan Life

The contractor and the Vice President of Insurance Company (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12131 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 thereunder, 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, of subcontractors violated 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 procedures. 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 prejudice 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: Kleyton Young, Vice President
Representative's Signature: ___________________________
Name of Company: Metropolitan Life Insurance Company
Tel. No.: 910-385-2213, Bob Wapelhorst, Account Executive
Date: February 13, 2019
| **STATE OF NEW JERSEY**  
<table>
<thead>
<tr>
<th><strong>BUSINESS REGISTRATION CERTIFICATE</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>Taxpayer Name:</strong></td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
</tr>
</tbody>
</table>
| **Address:** | 13045 TESSON FERRY ROAD B1-02  
ST. LOUIS, MO  63128-3407 |
| **Certificate Number:** | 0059609 |
| **Effective Date:** | July 01, 1966 |
| **Date of Issuance:** | January 30, 2019 |
| **For Office Use Only:** |
| 20190130120205778 |
AGREEMENT
NON-MANAGEMENT LIFE INSURANCE

AGREEMENT made this ___ day of __________, 2019 between the CITY OF JERSEY CITY, A Municipal Corporation of the State of New Jersey ("City") and Metropolitan Life Insurance Company ("Consultant" or "Contractor"), 200 Park Avenue, New York, NY 10166

WHEREAS, the City must provide a life insurance plan for all eligible non-management employees; and

WHEREAS, these services are insurance services and the City may enter into a contract for insurance services as Extraordinary Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(l)(m); and

WHEREAS, the City publicly advertised a Request for Proposals (RFP) using the fair and open process as described under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.: and

WHEREAS, on February 20, 2019 the City received four (4) proposals and two (2) were rejected for failure to acknowledge the receipt of addenda; and

WHEREAS, the Consultant agrees to provide these services for a fee of eight hundred eighty thousand dollars ($880,000.00) for a three (3) year period; and

WHEREAS, this Agreement was authorized by Resolution ____, approved on April 10, 2019.

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

ARTICLE I
Purpose of Agreement

Consultant will supply life insurance for all eligible non-management City employees.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals (RFP) prepared by the City which is attached hereto and incorporated herein by reference (Exhibit A), the Proposal prepared by the Consultant which is attached hereto and incorporated herein by reference (Exhibit B) and in accordance with this Agreement (the Contract Documents). In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Exhibit A and the provisions of Exhibit B, the provisions of this Agreement shall govern over the provisions of Exhibit A and Exhibit B. In the event that there is a conflict or discrepancy between the provisions of Exhibit A and Exhibit B, the provisions of Exhibit
A shall govern over the provisions of Exhibit B.

2. The contract term is for three years effective April 1, 2019 and expiring on March 31, 2022.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. In exchange for performing the services described in Article II herein, total contract amount shall not exceed the sum of $880,000.00. Notwithstanding the foregoing, the parties agree that the total contract amount may be increased or decreased during the contract term depending upon the number of City employees that are enrolled in the plan. The City agrees to pay the Consultant’s fee in partial payments. Compensation shall be payable upon submission and verification of periodic invoices to the Health Benefits Director or her designee. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant 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.

2. The Consultant’s final invoice may be submitted after the City’s Health Benefits Director and Consultant agree that all of the services required under this Agreement have been delivered and are acceptable.
ARTICLE V
Insurance

The Consultant shall maintain sufficient insurance to protect against all claims under Worker’s Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

a) Commercial General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
b) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.
c) Automobile Liability in the amount of $1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contact work.
d) Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

Before commencing the work, Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for worker’s compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number if applicable.

The insurance policies described shall be kept in force for the period specified below.

a) General Liability, Automobile Liability Coverage and Worker’s Compensation Insurance shall be kept in force until submission of the Consultant’s final invoice.
b) Professional Liability Insurance shall be kept in force until at least one (1) year after the completion of this Contract/Project.

ARTICLE VI
Personnel of the Consultant

1. The Consultant shall engage at his sole expense and be responsible for all experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The Consultant shall pay to any such experts employed on the project, monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

2. All personnel assigned to the project by the Consultant shall be required to cooperate fully with personnel assigned to the project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the project when mutually agreed by both the City and the Consultant.
ARTICLE VII
Non-Discrimination

In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee of applicant because of race, creed, color or national origin.

ARTICLE VIII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any economic loss resulting solely from an error, omission, or negligent act of the Consultant or any officers or employees of the Consultant in the performance of this contract.

ARTICLE IX
Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless 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 X
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 City Business Administrator which shall not be unreasonably withheld. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.
ARTICLE XI
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

Ashley Burgermeister  
Client Service Consultant  
Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY

ARTICLE XII
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 “A” and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $36,000.00).
ARTICLE XIII
Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the Agreement after the expenditure of funds encumbered in the City’s 2019 temporary budget is subject to the availability and appropriation of sufficient funds in the City’s 2019 permanent budget and in subsequent fiscal year budgets.

ARTICLE XIV
New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
ARTICLE XV
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 Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date the City Council awards the contract that would be deemed to a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVI
City of Jersey City Contractor Lobbyist Disclosure Ordinance

The contract will be 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. The Contractor will be required to certify that the 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, shall have filed a notice of lobbyist representative status form with the City Clerk. A 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:

__________________________  ____________________________
Robert Byrne, City Clerk     Brian Platt, Business Administrator

Attest:

__________________________
Name: Ashley Burgermeister
Title: Client Service Consultant
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF ONE STREET SWEEPER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

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 Keystone Purchasing Network is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Division of Sanitation is in need of a street sweeper; and

WHEREAS, Resolution 14.625 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Keystone Purchasing Network; and

WHEREAS, the Division of Sanitation wishes to purchase a street sweeper from Northeast Sweepers & Rentals Inc., 16 Passaic Avenue, Unit 9, Fairfield, New Jersey 07004 who is in possession of contract KPN-201501-03; and

WHEREAS, funds are available for this contract in the Grant Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-941-314</td>
<td>133173</td>
<td>$230,953.73</td>
</tr>
</tbody>
</table>

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 is awarded to Northeast Sweepers & Rentals Inc. in the amount of $230,953.73 for the purchase of one street sweeper is authorized;

2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;

3. The term of the contract will be completed upon the delivery of the goods or services; and

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF ONE STREET SWEEPER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

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.

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct # 02-213-40-841-314  P.O. # 133173  Total Contract  $230,953.73

Approved:  

Peter Figado, Director of Purchasing, QPA, RPPO

Date 4/1/19

APPROVED:  

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<tr>
<td>RROLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIDLEY</td>
<td></td>
<td></td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
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<td>RROLEY</td>
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<td>PRINZ-AREY</td>
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<tr>
<td>BOGGIANO</td>
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<td>RROLEY</td>
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<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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<td></td>
</tr>
</tbody>
</table>

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

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

Robert Byrne, City Clerk

Joel Rivera, Pres., Council
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 NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF ONE STREET SWEEPER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>DPW</th>
<th>Sanitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Patrick Stamato</td>
<td>DPW Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:patstamato@icnj.org">patstamato@icnj.org</a></td>
</tr>
</tbody>
</table>

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:

- To purchase one (1) 2019 Mathieu Azara street sweeper for the Sanitation Division.
- Cost $186,453.73.
- The purchase of new sweepers will help keep the City's drains and sewers clean and prevent waste back-ups and floods citywide.
- Includes broom control from joystick in cabin, stainless steel hopper 2.5 yard, high-pressure water pump 2,400 psi, articulating third brush with weed cutter attachment, etc.
- Service plan at $22,250.00 for 1,000 engine hours, which includes weekly services, engine oil, filters, fuel filters, air and cabin, filters. Does not cover tires, rims, and any physical damage.
- Service plan at $22,250.00 for the 2017 Ravo Street sweeper up to 1,200 engine hours.
- The grant will be administered on a reimbursement basis, whereby the City will purchase the street sweepers and other equipment with City funds and the Authority will reimburse the City.

Cost (Identify all sources and amounts)  
02-213-40-941-314 (MUA Storm water Grant)  
Contract amount = $230,953.73

Contract term (include all proposed renewals)

One (1) time purchase.

Type of award

KEYSTONE PURCHASING NETWORK

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date
RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE KEYSTONE PURCHASING NETWORK (KPN) COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, Keystone Purchasing Network (KPN) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the Keystone Purchasing Network (KPN) has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Keystone Purchasing Network (KPN) to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Purchasing Agent is authorized to complete an on-line application form that will allow the City to participate in the Keystone Purchasing Network (KPN); and

2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

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
Comprehensive Service Plan with Factory Warranty

Objective: Maintain 1 - 2019 Mathieu Street Sweeper to minimize downtime and insure the longevity of equipment.

Annual Plan Based Upon 1,000 Engine Hours:

- Weekly Scheduled Services - To maintain machines to Factory Spec Compliance for maximum efficiency
- 10 Sets – Poly-Steel Blend Gutter Brooms per machine
- 2 – Suction Head Wear Kit Services
- 1- Suction Head Camera
- 1-Caster Wheel
- 1-Set Water Tips
- Complete Winterization at End of Sweeping Season (1X)
- Service machine by manufacturer specifications using OEM Kits: Engine Oil Filters, Fuel Filters, Air Filter, Cabin Filter
- All Fluids Provided by Customer Per Factory Specs

Price: $22,250.00 per Machine x 1 sweeper= $22,250.00

*Not Covered:
Tires and Rims (Replacement, balancing, and repairing)
Any Physical Damage including premature wear due to neglect or improper use
Wear Items (except suction head rubbers)
Home (/) > Contracts (/ct) > Northeast Sweepers and Rentals, Inc.

Northeast Sweepers and Rentals, Inc.

<table>
<thead>
<tr>
<th>Contract Overview</th>
<th>Contract Information</th>
<th>Awarding Agency</th>
<th>Ordering Instructions</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicles, Custodial/Cleaning</td>
<td>Hydrostatic Pure Vacuum Sweeper</td>
<td>Northeast Sweepers and Rentals, Inc.</td>
<td>KPN-201501-03</td>
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<td>Contract Number</td>
<td>KPN-201501-03</td>
<td></td>
<td></td>
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<tr>
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<td>Awarded By</td>
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<td></td>
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<tr>
<td></td>
<td>Begin Date</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>End Date</td>
<td>Feb. 28, 2020</td>
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<td></td>
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</table>

https://www.thekpn.org/ct/KPN-201501-03/
Jersey City Mathieu Azura Flex MC210 Keystone Purchasing Co-op Pricing

1-New 2019 Mathieu Azura Flex MC210 Multi-Function Sweeper

- Stainless Steel Hopper 2.5 Yard
- Am/FM Stereo
- Air Conditioning
- Suction Mouth and Reverse Camera
- 1.8-liter Kubota Tier 4 Diesel Engine
- Air Ride Driver Seat
- Broom control from joystick in Cabin
- Full LED Lighting Package (Front and Rear Beacon, Work Lights, Headlights)
- Hydraulic, electric, and water set up for attachments to front of machine.
- High Pressure Water Pump 2,400 psi
- Groensveld Automatic Greasing System
- HP Power Washing Kit- (HP Spray bar, Gun and Reel) Attachment Mounts to front of Machine with Gum Buster and Sand Blasting Graffiti Attachments
- Articulating Third Brush with Weed Cutter attachment
- 2 Year or 2000 Hour Warranty
- Wanderhose Attachment

Price: $186,453.73
Comprehensive Service Plan with Factory Warranty

Objective: Maintain 1 - 2017 Ravo Street Sweeper (VIN: XL95FEHBXHA020003) to minimize downtime and insure the longevity of equipment.

Annual Plan Based Upon 1,200 Engine Hours:

- Weekly Scheduled Services- To maintain machines to Factory Spec Compliance for maximum efficiency
- 10 Sets - Steel 36" Gutter Brooms per machine
- 2 – Suction Head Wear Kit Services
- 1 - Suction Head Camera
- 1-Caster Wheel
- 1-Set Water Tips
- Complete Winterization at End of Sweeping Season (1X)
- 3 – B Kit Services (Every 250 Hours: Engine Oil Filters, Fuel Filters, Air Filter, Cabin Filter)
- 1 – C Kit Service (@1,000 Hours: Engine Service, Hydraulic System Service, Water System Service, Rear Differential Hub Service)
- All Fluids Provided by Customer Per Factory Specs

Price: $22,250.00

*Not Covered:
Tires and Rims (Replacement, balancing, and repairing)
Any Physical Damage including premature wear due to neglect or improper use
Wear Items (except suction head rubbers)
Yes, it is.

Jeff

Jeff Kimball
Director of Cooperative Purchasing Services
CSIU
90 Lawton Lane
Milton, PA. 17847

Sent from my iPhone

On Mar 19, 2019, at 1:47 PM, Patricia Vega <VegaP@icnj.org> wrote:

Good afternoon,

Please confirm if the service plan is included in contract KPN-201501-03.

Thank you!

From: Silendra Baijnauth <BaijnauthS@icnj.org>
Sent: Tuesday, March 19, 2019 12:18 PM
To: tslaman@northeastsweepers.com
Cc: Hector Ortiz <OrtizH@icnj.org>; Patricia Vega <VegaP@icnj.org>
Subject: Form
Importance: High

Hi Tyler,
The attached is missing. Kindly complete and email a copy asap.

Thanks

Silendra "Danny" Baijnauth, CPWM
Principal Fiscal Analyst
City of Jersey City / Department of Public Works
13-15 Linden Avenue East, 3rd Floor
Jersey City, NJ 07305

baijnauths@jcni.org
201-547-4405 (T)
CERTIFICATE NUMBER 2088425 FOR NORTHEAST SWEEPERS & RENTALS INC. IS VALID.

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of


NORHEAST SWEEPERS & RENTALS, INC.
1999 MT READ BLVD.
MONROE, NY 14515

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company’s receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Frank Spezio President
Representative’s Signature: [Signature]
Name of Company: Northeast Sweeps & Rentals, Inc.
Tel. No.: 713-151-6205 Date 3/5/19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the President of [Company Name] (hereafter “owner”) do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. 12111 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 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative’s Name: [Signature] (Signature)
Representative’s Title: President
Company Name: Northeast Sweeps and Rentals, Inc.
Tel. No.: 919-151-6300
Date: 3/15/19
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Northeast Sweeps & Rentals, Inc.
Address: 16 Passaic Ave, Unit 9, Fairfield, NJ 07004
Telephone No.: 973-751-6300
Contact Name: Frank Specio

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: Northeast Sweaters & Rentals, Inc.
Address: 16 Passaic Ave. Unit 9, Fairfield, NJ 07004
Telephone No.: 973-751-6200
Contact Name: Frank Spezio

Please check applicable category:

- Minority Owned Business (MEE)
- 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 Northeast Sweepers & Rentals Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3-15-19** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. **I further certify that during the term of the contract Northeast Sweepers & Rentals, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.**

PART II - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Northeast Sweepers & Rentals, Inc.

Signed: [Signature]

Print Name: [Print Name]

Title: President

Date: 3-15-19

Subscribed and sworn before me this 15th day of March 2019

My Commission expires: 11-11-2022

[Signature]

JACQUELINE M. NIEDZIECKI
-Notary Public, State of New York
No. 01198206073
Qualified in Monroe County
Commission Expires September 10, 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 committees, joint candidate committees, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| Steven Fulop 2021                  | Mira Prinz-Arey for Council |
| Lavazzo for Councilman           | Friends of Richard Boggiano |
| Friends of Joyce Waterman        | Michael Yun for Council     |
| Friends of Daniel Rivera         | Solomon for Council 2021    |
| Ridley for Council               | Friends of Jermaine Robinson|

Part II - Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Sipezi</td>
<td>317 Bayview Rd, Rochester, NY 14607</td>
</tr>
</tbody>
</table>

Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Acme Sweeps & Rents
Signature of Affiant: 
Printed Name of Affiant: 
Title: President
Date: 3/1/2019

Subscribed and sworn before me this 15th day of March 2019.

My Commission expires: 9/10/2022
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: | Northeast Sweeps & Rentals, Inc. |
| Address: | 116 Passaic Av., Unit 19 |
| City: | Fairfield |
| State: | N.J. |
| Zip: | 07004 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[Signature]

Frank Spezio
President

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Communications Center relies on the uninterrupted transmission of data to and from Public Safety's Communications Center; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Verizon Business Networks/Verizon Select Services, 1 Verizon Way, Basking Ridge, New Jersey 07920 is in possession of State contract A85943, and submitted a proposal for data communications network services, in the amount of eight hundred one thousand, six hundred sixty dollars ($801,660.00); and

WHEREAS, funds are available for this contract in the Operating Account;

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Temp Enc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-271-302</td>
<td>133152</td>
<td>A85943</td>
<td>$801,660.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Networks/Verizon Select Services Lenovo US, Inc. in the amount of $801,660.00 for data communications network services is authorized;

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12;

3. The term of the contract shall be effective April 12, 2019 through April 11, 2019.

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Temp Enc.</th>
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<tr>
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<td>A33152</td>
<td>A85843</td>
<td>$801,660.00</td>
<td>$500.00</td>
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</table>

Approved by: Peter Rolgado, Director of Purchasing
RPPO/QPA

Date

Peter Rolgado, Director of Purchasing

APPROVED:

Business Administrator

APPROVED:

Corporation Counsel

Certification Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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</thead>
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<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
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<td>✓</td>
<td>SOLOMON</td>
<td>✓</td>
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<td>✓</td>
<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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✓ 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 CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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</thead>
<tbody>
<tr>
<td>PUBLIC SAFETY</td>
<td>ROBERT BAKER SR.</td>
<td>201-547-5446</td>
</tr>
<tr>
<td>COMMUNICATIONS CENTER</td>
<td>DIRECTOR</td>
<td><a href="mailto:RBakerSr@NJJCPS.ORG">RBakerSr@NJJCPS.ORG</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Annual renewal of Network, Fiber, Voice, Fax and long distance for 44 Public Safety Locations serving 2,300 users.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>$801,660.00</th>
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</thead>
<tbody>
<tr>
<td>Acct Number</td>
<td>01-201-25-271-302</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

| 1 YEAR |

Type of award

STATE CONTRACT

If "Other Exception", enter type

Additional information

I certify that all the facts presented herein are accurate.

Signature of Department Director

[Signature]

Date

[Date]

Peter Flego, QPA, RPPO

Date

[Date]
December 8, 2017

Jersey City Public Safety
73-85 Bishop Street
Jersey City, NJ 07304

Reference: 2019 Estimated Budget

Dear Mr. Robert Baker,

Based on our conversations regarding your Verizon services for 2019, the following is an estimate of your costs with Verizon:

$476,160 for EVPL plus an estimated $15,000 to add new FD building
$285,000 for Voice/Fax
$38,000 for current T1 Lines
$2,500 for Webex.

EVPL, Voice/Fax and T1s are NJ state contract T-1776
Webex is NJ State contract T-1316

$801,660

If you have any questions, please do not hesitate to contact me on 973-479-1331 or via email at brad.meyers@verizon.com.

Yours sincerely,

Brad Meyers
Sr Client Executive
Verizon
This Blanket P.O. is open to cooperative purchasing partners and NJSTART is the procurement system of record for all related documentation: www.njstart.gov
Thank you.

Megan Tagliaferri
Procurement Supervisor
Department of the Treasury
Division of Purchase and Property
609.984.9702
megan.tagliaferri@treas.nj.gov

The Opportunity to do Business STARTS Here!

Good afternoon,

Is there a new amendment allowing cooperative purchasing to use 85943 w/Verizon?

Good afternoon Gregorie,

Is there a new amendment allowing cooperative purchasing to use 85943 w/Verizon?

Warm regards,
TO: All Using Agencies

DATE: February 7, 2019

FROM: Joe Woodside
Procurement Bureau

SUBJECT: Data Communications Network Services

Contract Period: February 11, 2014 to February 10, 2019
1st Extension: February 11, 2019 to February 10, 2020

Please be advised that the above referenced contract has been extended for a period of one (1) year commencing on February 11, 2019 and expiring on February 10, 2020. All prices, terms and conditions will remain unchanged.
Master Blanket Purchase Order 85943

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<td>Actual Cost:</td>
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Vendor:
Vendor:

PO
Acknowledgements:
Document
Notifications
Purchase Order
Emailed to dennis.friend@verizon.com at 08/13/2018 03:40:49 PM

Primary Vendor Information & PO Terms
Vendor:
Vendor:

V00003532 - Verizon Business
Dennis Friend
1 VERIZON WAY
Basking Ridge, NJ 07920
US
Email:
dennis.friend@verizon.com
Phone: (908)202-0111

Payment Terms:

Shipping Method:

F.O.B., Destination

Freight Terms:

Purchase Order

Acknowledged Date/Time

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
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<tbody>
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<td>Active</td>
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<tr>
<td>VO0003532</td>
<td>Verizon Business</td>
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<td>VO0003535</td>
<td>MCI Communications Services Inc</td>
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<td>VO0003537</td>
<td>Verizon Select Services Inc</td>
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<td>VO0012456</td>
<td>Carahsoft Technology Corporation</td>
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Master Blanket/Contract Controls

- Master Blanket/Contract Begin Date: 02/11/2014
- Master Blanket/Contract End Date: 02/10/2020
- Cooperative Purchasing Allowed: Yes

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Item Information

Print Sequence # 2.0, Item # 2: PRIVATE LINE SERVICES: DS1 & DS3 SEE SCHEDULE B FOR SERVICE PRICING

NIGP Code: 915-77
Telephone Services, Long Distance and Local, including 800, Telex, Watts Services, and Offender Telephone Systems

Receipt Method Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost

https://www.njstart.gov/bs0/external/purchaseorder/poSummary.sdo?docId=85943&releas... 3/15/2019
### Print Sequence # 6.0, Item # 6: ETHERNET SERVICES SEE SCHEDULE F1 FOR PRICING

NIGP Code: 915-77

Telephone Services, Long Distance and Local, Including 800, Telex, Watts Services, and Offender Telephone Systems

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<th>Unit Cost</th>
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### Print Sequence # 7.0, Item # 7: MPLS & VOIP SERVICES SEE SCHEDULE G FOR PRICING

NIGP Code: 915-77

Telephone Services, Long Distance and Local, Including 800, Telex, Watts Services, and Offender Telephone Systems

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NIGP Code: 915-77

Telephone Services, Long Distance and Local, Including 800, Telex, Watts Services, and Offender Telephone Systems

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NIGP Code: 915-77

Telephone Services, Long Distance and Local, Including 800, Telex, Watts Services, and Offender Telephone Systems

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Telephone Services, Long Distance and Local, Including 800, Telex, Watts Services, and Offender Telephone Systems

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Manufacturer:  
Brand:  
Make:  
Model:  
Packaging:  

1-5 of 7  
1 2

Exit

Copyright © 2019 Periscope Holdings, Inc. - All Rights Reserved.
SONL_SONL_PROD_BUYSPeed_2.bso
Notice of Award
Term Contract(s)

T-1776
DATA COMMUNICATIONS NETWORK SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to GREGORY.BUDDIE:

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

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 website.

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.

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<td>EST QUANTITY</td>
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<td>00006</td>
<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
<td>1.000</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING</td>
<td></td>
</tr>
<tr>
<td>00007</td>
<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
<td>1.000</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: MPLS &amp; VOIP SERVICES SEE SCHEDULE G FOR PRICING</td>
<td></td>
</tr>
<tr>
<td>00010</td>
<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
<td>1.000</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: SONET SERVICES</td>
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</tr>
<tr>
<td>LINE#</td>
<td>DESCRIPTION/MFGR/BRAND</td>
<td>EST QUANTITY</td>
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<td>00011</td>
<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
<td>1.000</td>
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<td></td>
<td>ITEM DESCRIPTION: WAVELENGTH SERVICES.</td>
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<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
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<td>ITEM DESCRIPTION: INTERNET SERVICES.</td>
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<td>00013</td>
<td>COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...]</td>
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<td></td>
<td>ITEM DESCRIPTION: SECURITY MANAGEMENT &amp; PROFESSIONAL SERVICES.</td>
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<td></td>
<td>SEE SCHEDULE M FOR PRICING.</td>
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</tbody>
</table>
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: Verizon Business Network Services Inc.

Address: One Verizon Way, Basking Ridge, NJ 07920

Telephone No: (973) 479-1331

Contact Name: Rand Meyers

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (MWBE)
- [X] Woman Owned Business (WBE)
- [ ] Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- **African American**: a person having origins in any of the black racial groups of Africa
- **Hispanic**: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian**: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaskan Native**: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2019 to 15-MAY-2019.

VERIZON NEW JERSEY INC.
540 BROAD STREET
NEWARK NJ 07102

Certification 1673

FORD M. SCUDDER
Acting 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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:

- 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): 
Jacque LaGree - Livingston

Representative's Signature: 

Name of Company: 

Tel. No.: 
1-541-288-9292

Date: 3/7/2019

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Name of Company: 

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 I 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 suit, claim, loss, demand, or damage, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, 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 sure 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative’s Name/Title/Print:  
Representative’s Signature:  
Name of Company:  
Tel. No.: 908-559-1389   Date: 3/19/2019
CERTIFICATE NUMBER 0105264 FOR VERIZON SELECT SERVICES INC. IS VALID.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR’S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

WHEREAS, the Office of the Tax Collector needs to replace its tax application software to a more efficient and reliable program. It will improve posting payments to sending out letters and notices, processing liens, correcting posting errors and providing easy to understand account records to property owners and escrow agents; 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, Software House International Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State contract A89851/ITS58, for the purchase and implementation of the tax application module for a total contract amount of two hundred twenty nine thousand, four hundred eighty four dollars and seventy cents ($229,484.70); and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-188-990</td>
<td>133182</td>
<td>A89851/ITS58</td>
<td>$229,484.70</td>
</tr>
</tbody>
</table>

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 award to Software House International Corporation in the amount of $229,484.70, for the purchase and implementation of a tax application software is authorized;

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; and

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)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR'S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Capital Account:

<table>
<thead>
<tr>
<th>Act #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-188-990</td>
<td>133182</td>
<td>A89861, ITS58</td>
<td>$229,484.70</td>
</tr>
</tbody>
</table>

Approved by: Peter Folgado, Director of Purchasing
RPPC; QPA

APPROVED: Peter Folgado, Director of Purchasing

APPROVED: Robert Byrne, City Clerk

RECORD OF COUNCIL VOTE ON: AYE NAY N.V.

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td></td>
<td></td>
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<tr>
<td>PRINZ-AREY</td>
<td></td>
<td></td>
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<tr>
<td>BOGGANO</td>
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</tbody>
</table>

AYE: YUN SOLOMON ROBINSON
NAY: RIVERA WATTERMAN
N.V.-Not Voting (Abstain)

WITI)DRAWN

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 CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF A TAX APPLICATION/SOFTWARE FOR THE TAX COLLECTOR'S OFFICE UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Tax Collector's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Constance Ludden</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5120</td>
<td><a href="mailto:CLudden@jcnj.org">CLudden@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

To upgrade the Tax Collection software programs to be compliant with current laws and statutes. The new system will allow the tax office to more efficiently provide accurate information pertaining to the tax accounts in The City. The new system will also improve the financial integrity of the records and allow greater audit control and accountability.

Cost (Identify all sources and amounts) Contract term (Include all proposed renewals)

<table>
<thead>
<tr>
<th>Total Cost $229,484.70</th>
<th>One time purchase</th>
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<tr>
<td>Acct Number # 04-215-55-188-990</td>
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<tr>
<td>(Capital)</td>
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</table>

Type of award STATE CONTRACT

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Constance Ludden
Signature of Department Director

4/1/19
Date

Peter Polgardo, QPA, RPPO

4/3/19
Date
Pricing Proposal  
Quotation #: 16894789  
Created On: 3/27/2019  
Valid Until: 4/19/2019  

Bernadette Kucharczuk  
13-15 Linden Ave East  
Jersey City, NJ 07305  
United States  
Phone: 201-547-4442  
Fax:  
Email: BKucharczuk@jcnj.org

Nirav Patel  
290 Davidson Avenue  
Somerset, NJ 08873  
United States  
Phone: 888-744-4084  
Fax: 888-896-8860  
Email: Nirav_Patel@shi.com

All Prices are in US Dollar (USD)

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<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
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</table>
| 1 Tax Billing III  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Subcontract #: 89851  
Note: Tier 2, Markup 6%, Cost $65000.00 | 1   | $68,900.00 | $68,900.00 |
| 2 Accounts Receivable & Business Licensing III  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Subcontract #: 89851  
Note: Tier 2, Markup 6%, Cost $18,500.00 | 1   | $19,610.00 | $19,610.00 |
| 3 WIPP Tax (On-line Inquiry and Payments)  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Subcontract #: 89851 | 1 | $0.00 | $0.00 |
| 4 WIPP AR (On-line Inquiry and Payments)  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Subcontract #: 89851 | 1 | $1,272.00 | $1,272.00 |
| 5 Pervasive SQL - 20 Concurrent User License (not required with hosted solution)  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Subcontract #: 89851  
Note: Tier 2, Markup 6%, Cost $3795.00 | 1 | $4,022.70 | $4,022.70 |
| 6 Project Management V  
Edmunds & Associates - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58 | 1 | $26,500.00 | $26,500.00 |
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<th>Unit Price</th>
<th>Total Price</th>
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<td>Contract Name: Software Reseller</td>
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<td>Subcontract #: 89851</td>
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<td>Note: Tier 2, Markup 6%, Cost $ 25,000.00</td>
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<td>Contract Name: Software Reseller</td>
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<td>Subcontract #: 89851</td>
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<td>Note: Tier 2, Markup 6%, Cost $</td>
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<td>Printing of redemption certificate</td>
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<td>$8,480.00</td>
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<td>Contract Name: Software Reseller</td>
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<td>Contract Name: Software Reseller</td>
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<td>Subcontract #: 89851</td>
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<td>Note: Tier 2, Markup 6%, Cost $4500.00</td>
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<td>Tax - Transaction History (Detail) - payments, adjustments, subsequent payments, &amp; lien transactions</td>
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<td>$31,800.00</td>
<td>$31,800.00</td>
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<td></td>
<td>Edmunds &amp; Associates - Part#:</td>
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<td>Contract Name: Software Reseller</td>
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<td>Subcontract #: 89851</td>
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<td>Note: Tier 2, Markup 6%, Cost $30,000.00</td>
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<td>Tax - Lien Master File</td>
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<td>Contract Name: Software Reseller</td>
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<td>Subcontract #: 89851</td>
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<td>Note: Tier 2, Markup 6%, Cost $ 8000.00</td>
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</tbody>
</table>

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4094.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009848; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions.
Proposal Presented to:

Jersey City, NJ

3/26/2019

Expires: 4/30/2019

Bob Edmunds, Jr., Regional Account Executive
bobe20@edmundsassoc.com
301 Tilton Road | Northfield, NJ 08225
Phone: 888.336.6999
www.EdmundsAssoc.com
## Proposal Summary

<table>
<thead>
<tr>
<th>Section</th>
<th>Fees/Costs</th>
<th>Maintenance Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application License Fees</td>
<td>$84,700.00</td>
<td>$18,135.00</td>
</tr>
<tr>
<td>Travel &amp; Training Costs</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Services &amp; Other Application Fees</td>
<td>$143,795.00</td>
<td></td>
</tr>
<tr>
<td>Conversion Fees</td>
<td>$42,500.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Proposed Cost</strong></td>
<td><strong>$270,995.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Initial training, implementation, and travel costs are included with the license fees.* Training is a combination of on-site and remote sessions. If more hours are desired for a specific application, the hours from another may be allocated to additional training in that area.

*The first year of support and maintenance are included with the license fees.* The fees listed are for year two support and maintenance. The annual maintenance fees include all federal and state mandated changes, annual upgrades and enhancements, unlimited phone, email, and web based support, and user group membership. All software applications are warranted for one year from the date of installation. A purchase order must be sent prior to initiating a work order for installation and training to be scheduled.

*Additional notes are on the last page of this proposal.*

---

Please forward all Purchase Orders to:

Edmunds & Associates, Inc.
c/o Jessica Jensen
301 Tilton Road | Northfield, NJ 08225
P: 888.336.6999 | F: 609.645.3111
Email: JessicaJ@EdmundsAssoc.com
www.EdmundsAssoc.com

---

**RECEIVED**

APR. 1 2019

By: JC PURCHASING
With an Edmunds & Associates solution, a true Windows application with a graphical user interface is delivered. All applications are ODBC compliant and utilize a SQL database which allows for seamless integration with products such as MS Excel™, MS Word™ and many GIS packages, to name a few.

**Smart Phone Apps** – All applicable Smart Phone Apps are included with the associated mcsj module at no additional cost.

**Security** - The software features a single sign-on approach that allows for user-based security. This provides access to modules based on the employee’s security profile. The security is module and task specific.

**Integration** - All modules are fully integrated. A single source of entry minimizes data entry errors and streamlines organizational processes. The system dynamically posts all related entries to the appropriate modules.

**Reporting** - Along with standard system reports, customized reporting is also provided. Through built-in custom reporting tools, users can create and save personalized reports that can be exported directly into MS Excel™. Reporting flexibility allows users to create unlimited custom reports that are accessible at any time.

**PDF Forms** - All required forms can be generated within the application. This reduces the need to have pre-printed forms, such as pre-printed checks or utility bills. Create customized letters by merging in any field from the system. Letters can be created, printed, and documented in the corresponding record.

**Attachments** - The ability to attach any type of file to records, accounts, and employees along with scanning images directly into the software is provided. There is no limitation with the amount or size of those items you wish to attach.
Services & Other Applications

Pervasive SQL - 20 Concurrent User License (not required with hosted solution)  
Cost  
$3,795.00

Project Management V  
$25,000.00

Custom Development (abatement/other logic - NOT TO EXCEED)  
$52,500.00

Additional Training Days (Only billed if used)  
$62,500.00

Check printing capability in mcsj property tax for lien holder redemptions & premiums  
$0.00

Printing of redemption certificate  
$0.00

Sub-Total  
$143,795.00

MCSJ Solutions can be a self-hosted or hosted software solution. This proposal is for a self-hosted solution. Contact your sales representative if you would like a cost proposal for a hosted software solution.

SQL Database

Pervasive SQL is quoted; however, MS SQL may be used. If MS SQL is desired, the client must procure the solution from a third-party vendor. The implementation of our software in hosted environments is supported, and a third-party vendor can be recommended for this application.

Project Management

Edmunds & Associates, Inc. has a goal to make the transition from a legacy system as painless as possible. Project management includes planning, monitoring, and reporting of progress to ensure the success of the software implementation. The Client’s Project manager and an Edmunds & Associates Project Manager will work in concert to identify the scope of the project, estimate the work involved, and create a project schedule with appropriate resources. The project plan is then developed to describe the tasks that will lead to a successful implementation. The project is carefully planned, implemented, monitored and controlled. Problem resolution, risk management, opportunity management, change management, software configuration management, and data management are included, identified, and documented throughout the project. Project Managers and Training and Implementation employees have been involved in hundreds of similar successful projects.
Edmunds & Associates has a dedicated support team that is available Monday through Friday, 8am to 5pm. During training, an “active training client” status puts customer calls to the top of the queue.

The training of the support team builds an understanding of the processes required to run local and county government as well as authorities. The technical support team continuously receives outstanding evaluations from our current customer base; therefore, the client retention rate is 98%. Success is measured by tracking our response time to customer issue. We closely monitor our performance adding additional staff when needed.

Edmunds & Associates provides the most comprehensive support and maintenance program in our industry and it contains many unique features no competitor can match. Our annual software support includes under 2-hour call response, free application upgrades and enhancements, customer support portal, educational webinars and seminars, and user group membership and conferences.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>Tax Billing III</td>
<td>$3,885.00</td>
</tr>
<tr>
<td>Accounts Receivable &amp; Business Licensing III</td>
<td>$0.00</td>
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<tr>
<td>WIPP Tax (On-line Inquiry and Payments)</td>
<td>$600.00</td>
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<tr>
<td>WIPP AR (On-line Inquiry and Payments)</td>
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Sub. Total: $18,135.00
Conversion Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax - Real Property Master File</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Tax - Transaction History (Detail) - payments, adjustments, subsequent payments, &amp; lien transactions</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Tax - Lien Master File</td>
<td>$8,000.00</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$42,500.00</strong></td>
</tr>
</tbody>
</table>

Edmunds & Associates, Inc. has experience converting data from numerous legacy systems. Once an initial copy of data is extracted, data mapping takes place. Once tested by Edmunds, a test database is installed for the client; it is the responsibility of the client and Edmunds to verify that data is mapped properly. If needed, changes are made and data is verified and approved by the client. A final conversion is completed and tested with mock processing and report verification prior to going live.

The conversion may be modified based on client needs. Please notify the account executive of any changes to be made to the cost proposal. If an updated proposal is not desired, simply remove the line item from the total price and include those necessary on the purchase order.

**Summary Conversions** – Unless otherwise stated, summary conversions include all standard information plus three years of summarized history, including opening and closing balances on accounts.

**Detailed Conversions** – Unless otherwise stated, detail conversions include all standard information plus three years of detailed history, including opening and closing balances with transactions.
### Optional Hardware

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epson Receipt / Validator</td>
<td>10</td>
<td>$760.00</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>Motorola Bar Code Scanner</td>
<td>10</td>
<td>$480.00</td>
<td>$4,800.00</td>
</tr>
</tbody>
</table>

**Sub Total** $12,400.00

Edmunds & Associates, Inc. is a reseller of the hardware components listed, the cost of these items are **NOT** included in the proposal total. Please include the quantity of each item desired with the cost on the purchase order to ensure accurate purchasing.

**Proposal Notes:**

For cloud environment is recommended and spec sheet with costs is attached. In addition to stated benefits, there is never a need for a costly fileserver upgrade and Pervasive SQL is not needed.
Notice of Award
Term Contract(s)

M-0003
SOFTWARE LICENSE & RELATED SER

Vendor Information
By Vendor

Email to ANTONIO GIAQUINTO

Downloadable NOA Documents
( Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents
- SaaS Guidelines Worksheet Adobe PDF (67 kb)
- Standard Terms and Conditions 2011 Adobe PDF (93 kb)
- Standard Terms and Conditions Addendum 2015 Adobe PDF (3 kb)
- State of NJ License Agreements Requirements Adobe PDF (93 kb)
- SaaS Supplement to Publisher Terms and Conditions Adobe PE (67 kb)
- Software Publisher Services Provider Terms and Conditions Adobe PDF (176 kb)
- New Jersey M0003 Custom Agreements Report Adobe PDF (1 kb)
- M0003 Provider Guide Adobe PDF (207 kb)
- M0003 Intake Form Adobe PDF (192 kb)
- M0003 Scope of Work Requirements Adobe PDF (80 kb)
- State Contract Manager Adobe PDF (14 kb)
- Method of Operation Adobe PDF (313 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

<table>
<thead>
<tr>
<th>Index #:</th>
<th>M-0003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #:</td>
<td>VARIOUS</td>
</tr>
<tr>
<td>Contract Periods:</td>
<td>FROM: 09/01/15 TO: 06/30/20</td>
</tr>
<tr>
<td>Applicable To:</td>
<td>ALL STATE AGENCIES</td>
</tr>
<tr>
<td>Cooperative Purchasing:</td>
<td>POLITICAL SUBDIVISIONS*</td>
</tr>
<tr>
<td>Vendor Name &amp; Address:</td>
<td>SEE VENDOR INFORMATION SECTION</td>
</tr>
<tr>
<td>For Procurement Bureau Use:</td>
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</tr>
<tr>
<td>Solicitation #:</td>
<td>24052</td>
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<td>Bid Open Date:</td>
<td>00/00/00</td>
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<tr>
<td>CID #:</td>
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</tr>
<tr>
<td>Commodity Code:</td>
<td></td>
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<tr>
<td>Set-Aside:</td>
<td>NONE</td>
</tr>
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</table>
**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor’s product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that:

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
   Issue an agency purchase order to the appropriate contract vendor(s).

**IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only those items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTONIO GIAQUINTO</td>
<td>PROCUREMENT SPECIALIST</td>
<td>609-292-1712</td>
</tr>
<tr>
<td>MEGAN TAGLIAFERRI</td>
<td>PROCUREMENT SPECIALIST</td>
<td>609-984-9702</td>
</tr>
</tbody>
</table>

**VENDOR INFORMATION**

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address</th>
<th>Contact Person</th>
<th>Contact Phone</th>
<th>Order Fax</th>
<th>Contract#</th>
<th>Expiration Date</th>
<th>Terms</th>
<th>Delivery</th>
<th>Small Business Enterprise</th>
<th>Minority Business Enterprise</th>
<th>Women Business Enterprise</th>
<th>Cooperative Purchasing *</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDW GOVERNMENT LLC</td>
<td>JOHN MAZELLA</td>
<td>866-776-7415</td>
<td>000-000-0000</td>
<td>89849</td>
<td>06/30/20</td>
<td>NONE</td>
<td>30 DAYS ARO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>BRAD CARR</td>
<td>646-573-0885</td>
<td>000-000-0000</td>
<td>899850</td>
<td>06/30/20</td>
<td>NONE</td>
<td>30 DAYS ARO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>YES</td>
</tr>
</tbody>
</table>

**WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?
## N5IGHT PUBLIC SECTOR INC

**Vendor Name & Address:**
![Vendor Name & Address]

**Contact Person:** RED TAPOYA

**Contact Phone:** 300-467-4448

**Order Fax:** 300-000-0000

**Contract#:** 89853

**Expiration Date:** 06/30/20

**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?

## CMG INC

**Vendor Name & Address:**
![Vendor Name & Address]

**Contact Person:** BILL ABRAMS

**Contact Phone:** 201-655-0251

**Order Fax:** 000-000-0000

**Contract#:** 89854

**Expiration Date:** 06/30/20

**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?

## HI INTERNATIONAL CORP

**Vendor Name & Address:**
![Vendor Name & Address]

**Contact Person:** NICK GRAPPONE

**Contact Phone:** 732-564-8189

**Order Fax:** 000-000-0000

**Contract#:** 89851

**Expiration Date:** 06/30/20

**Terms:** NONE

**Delivery:** 30 DAYS ARO

**Small Business Enterprise:** NO

**Minority Business Enterprise:** YES

**Women Business Enterprise:** YES

**Cooperative Purchasing **: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

## CONTRACT ITEMS/SERVICES BY VENDOR

<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>% Discount</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>00001</td>
<td>COMM CODE: 208-80-076100 (COMPUTER SOFTWARE FOR MICROCOMPUTERS,...)</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
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<tr>
<td>Line#</td>
<td>Description/Mfr/Brand</td>
<td>Est Quantity</td>
<td>Unit</td>
<td>% Discount</td>
<td>Unit Price</td>
</tr>
<tr>
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<td>------------</td>
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<tr>
<td>00003</td>
<td>COMM CODE: 208-80-076145 [Computer Software for Microcomputers,...]</td>
<td>1.000</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: Software Related Services (Including Training)</td>
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<tr>
<td>00004</td>
<td>COMM CODE: 208-80-076499 [Computer Software for Microcomputers,...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: Software as a Solution (SAAS)</td>
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<td></td>
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<tr>
<td>00005</td>
<td>COMM CODE: 208-80-076498 [Computer Software for Microcomputers,...]</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: Appliances (As defined in the Method of Operation)</td>
<td></td>
<td></td>
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</table>

Vendor: SHI International Corp
Contract Number: 89851

<table>
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<tr>
<th>Line#</th>
<th>Description/Mfr/Brand</th>
<th>Est Quantity</th>
<th>Unit</th>
<th>% Discount</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>COMM CODE: 208-80-076100 [Computer Software for Microcomputers,...]</td>
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<td>NET</td>
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<td></td>
<td>ITEM DESCRIPTION: General Software</td>
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<tr>
<td>00002</td>
<td>COMM CODE: 208-80-076482 [Computer Software for Microcomputers,...]</td>
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<td>ITEM DESCRIPTION: Maintenance and Support</td>
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<td>EA</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: Software Related Services (Including Training)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>00004</td>
<td>COMM CODE: 208-80-076499 [Computer Software for Microcomputers,...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: Software as a Solution (SAAS)</td>
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<td></td>
</tr>
<tr>
<td>00005</td>
<td>COMM CODE: 208-80-076498 [Computer Software for Microcomputers,...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>ITEM DESCRIPTION: Appliances (As defined in the Method of Operation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Notice of Intent to Participate in Cooperative Contract - Software License & Related Services

Notice is hereby given that the State of New Jersey intends to enter into a publically advertised cooperative purchasing agreement for Software License & Related Services.

The State of New Jersey anticipates joining the Commonwealth of Massachusetts contract for Software Reseller (ITS58) in the September 2015 timeframe. The State of New Jersey expects to award contracts to:

<table>
<thead>
<tr>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDW Government LLC</td>
</tr>
<tr>
<td>Dell Marketing, L.P.</td>
</tr>
<tr>
<td>Insight Public Sector Inc.</td>
</tr>
<tr>
<td>PCMG Inc.</td>
</tr>
<tr>
<td>SHI International Corp</td>
</tr>
</tbody>
</table>

The ITS58 contract has a term of June 29, 2015 through June 30, 2020 with no option to renew.

Under N.J.S.A. 52:34-6.2, the State of New Jersey is authorized to join competitively bid and awarded cooperative purchasing agreements.

Note that the comment period ends with the close of business on August 31, 2015.
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-2017 to 15-FEB-2020

SHI INTERNATIONAL, CORP
290 DAVIDSON AVE.
SOMERSET, NJ 08873

FORD M. SCUDDER
State Treasurer
CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS VALID.
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>SHI INTERNATIONAL CORP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>290 DAVIDSON AVENUE</td>
</tr>
<tr>
<td></td>
<td>SOMERSET, NJ 08873-3135</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0078008</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>December 11, 1989</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>April 01, 2019</td>
</tr>
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</table>

For Office Use Only:

20190401143925250

[https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin](https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin)
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment age die that it shall 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 conformity 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/compnay's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Oese Lead Contracts specialist
Representative's Signature: ____________________________
Name of Company: SH International Corp
Tel. No.: 888-764-8888 Date: 03/15/2019
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ___________ of ___________ (hereafter "owner") do hereby agree that the
provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §§ 12101 et
seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs,
and activities provided or made available by public entities, and the rules and regulations promulgated
pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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: John Oese Lead Contracts specialist
Representative’s Signature: ____________________________
Name of Company: SHI International Corp.
Tel. No.: 888-764-8888 Date: 03/15/2019
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:** SHI International Corp.

**Address:** 290 Davidson Ave, Somerset, NJ 08873

**Telephone No.:** 888-764-8888

**Contact Name:**

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] Minority & Woman Owned Business (MWBE)
- [x] Woman Owned Business (WBE)
- [ ] Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- **African American:** a person having origins in any of the black racial groups of Africa
- **Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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: SHI International Corp.
Address: 290 Davidson Avenue, Somerset, NJ 08873
Telephone No.: 888-764-8888
Contact Name: 

Please check applicable category:

[ ] Minority Owned Business (MBE)  [X] Minority & Woman Owned Business (MWBE)
[X] Woman Owned business (WBE)  [ ] Neither

Definitions

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

RESOLUTION EXEMPTING THE GIRL SCOUTS OF AMERICA, A CHARITABLE ORGANIZATION, FROM LICENSING REQUIREMENTS FOR THE SALE OF PRE-PACKAGED GOODS UNDER ARTICLE I (PEDDLERS) AND ARTICLE III (SOLICITORS) OF THE CITY CODE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Girl Scouts Cookie Program is the largest girl-led entrepreneurial program in the world conducted by a non-profit organization; and

WHEREAS, supporting this non-profit organization helps Girl Scouts to learn skills and gain experience that broaden their worlds, teach them essential skills and launch them into a lifetime of leadership; and

WHEREAS, the program provides girls with far more than monetary success. The experience gives girls five essential skills: business ethics, decision-making, goal setting, people skills, and money management; and

WHEREAS, Girl Scouts put their cookie earnings to good use. All of the net revenue raised through the Girl Scouts' Cookie Program – 100 percent of it – stays with the local council and troops, which may be used to fund projects that will improve their community, or donate the money to a worthy cause; and

WHEREAS, this year, the Girl Scouts are selling cookies in support of their Take Action Project, which is providing care packages for the homeless; and

WHEREAS, the City code includes two articles requiring licenses for the sale of goods, one of which is Article I (Peddlers) applies to the sale of goods provided at the time of sales, the other of which is Article III (Solicitors) applies to those taking orders for goods for future delivery; and

WHEREAS, the sale of Girl Scout Cookies has been considered exempt from the licensing requirement under Article III since the sale is conducted on behalf of a charitable organization under section 245-13; and

WHEREAS, it has recently come to the attention of the Council that the Girl Scouts intend to set up locations in the City to sell cookies for immediate delivery.

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

1) The Girl Scouts of America be exempt from the licensing requirements for the sale of pre-packaged goods under both Article I (Peddlers) and Article III (Solicitors) of the City Code for the year 2019.

TT/mm/dd 03/29/2019

APPROVED:  

APPROVED:  

Certification Required  

Not Required  

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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✓ Indicates Vote  

N.V.-Not Voting (Abstain)

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

Rolando M. Lavarr, 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 EXEMPTING THE GIRL SCOUTS OF AMERICA, A CHARITABLE ORGANIZATION, FROM LICENSING REQUIREMENTS FOR THE SALE OF PRE-PACKAGED GOODS UNDER ARTICLE I (PEDDLERS) AND ARTICLE III (SOLICITORS) OF THE CITY CODE

Initiator
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<th>Department/Division</th>
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<td></td>
<td></td>
<td>James Solomon</td>
<td>201-547-5315</td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose
This purpose of this resolution is to exempt the Girl Scouts of America, a Charitable Organization, from licensing requirement for the sale of pre-packaged goods.

I certify that all the facts presented herein are accurate.

Signature of Department Director  April 1, 2019

Date
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION
ENTITLED ANASTASIA ALLEN v. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, plaintiff Anastasia Allen filed suit against the City of Jersey City, et al. in the Hudson County Superior Court under docket no. HUD-L-422-18; and

WHEREAS, the complaint alleges that on October 5, 2016, the plaintiff suffered injuries when she tripped and fell on the sidewalk on 348-350 Central Avenue in Jersey City, New Jersey; and

WHEREAS, the Corporation Counsel has recommended a settlement to pay the plaintiff the total sum of $10,000.00 because of the litigation risks involved; and

WHEREAS, the plaintiff agreed to accept a total payment of $10,000 to settle her claims against the City of Jersey City in the above referenced matter and will sign the required settlement documents including a release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for $10,000.00.

2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of $10,000.00 payable to "Anastasia Allen and Zavodnick, Perlmutter and Boccia, LLC."

MC/doc
3/25/19

APPROVED:

APPROVED AS TO LEGAL FORM

Business Administrator

Certification Required □ Not Required □

APPROVED 9/0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Aguardo R. Lavare, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED ANASTASIA ALLEN v. CITY OF JERSEY CITY, ET AL, DOCKET NO.: HUD-L-422-18

Initiator

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<tr>
<th>Department/Division</th>
<th>Law</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>(201) 547-5229</td>
</tr>
<tr>
<td></td>
<td>Law</td>
<td>Corporation Counsel</td>
</tr>
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</table>

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

Resolution Purpose

This civil matter arises out of plaintiff’s allegations that on October 5, 2016, plaintiff suffered injuries when she tripped and fell on the sidewalk on 348-350 Central Avenue in Jersey City, New Jersey.

Considering the risks and costs associated with trial, the Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of $10,000 to the plaintiff who is willing to accept this payment in full and final settlement of this matter.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 4/2/19
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-333
Agenda No. 10.X
Approved: APR 10 2019

TITLE:

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilman Jermain D. Robinson has appointed Wendy S. Paul, a Jersey City resident from Ward F, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Wendy S. Paul and consider her qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Wendy S. Paul, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

04/04/2019

APPROVED: __________________________
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ YUN ✓ RIVERA ✓
PRINZ-AREY ✓ SOLOMON ✓ WATTERMANN ✓
BOGGIANO ✓ ROBINSON ✓ LAVARRO, PRES. ✓
✓ Indicates Vote
N.V.: Not Voting (Abstain)

Record of Council Vote on Final Passage 4.10.19

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

Robert R. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
PROFESSIONAL EXPERIENCE

NEW JERSEY CITY UNIVERSITY, Jersey City, NJ
Assistant Director, Graduate Admissions
July 2015 - August 2018

- External recruiting events to support NJCU’s 29 master’s programs and 3 doctorate degrees

NEW JERSEY CITY UNIVERSITY, Jersey City, NJ
Community Engagement and Relations Specialist
July 2015 - August 2018

- Coordinate and participate in the establishment and support of assigned projects and initiatives for the Office of the President and Vice-President of Student Affairs
- Establish and maintain cooperative relationships with representatives of community, consumer, employee, and/or public interest groups helping to develop a strategy aligned with NJCU
- Work closely with the Office of the President, University Advancement and on areas that need attention/presence of the President on community relations
- Coordinate high profile community events, meetings and presentations
- Work closely with other divisions to build and maintain strong relationships with local high schools and charter schools
- Communicate with public and private sector leaders to promote NJCU and determine needs where NJCU could partner for training, workshops and events.
- Identify grant funding and sponsorship available for the arts and other academic related events
- Act as a liaison between NJCU and local community leaders and organizations

NEW JERSEY CITY UNIVERSITY, Jersey City, NJ
Program Assistant, Office of Grants and Sponsored Programs
April 2012 - July 2015

- Coordinate grant activities related to grant project, Improving Mathematics Success for STEM Careers
- Working in conjunction with internal and external partners/customers, Math Department and Hudson County Community College
- Responsible for the following grant activities: organizing meetings, coordinating relationships and partnerships with grant team members, managing expenditures and budget for grant award
- Compile team reports, contracts and agreements and compliance

COMPASS GROUP, FLIK INTERNATIONAL CORP, Jersey City, NJ
Sales/Conference Services Manager, Culinary Conference Center at Hudson County Community College
April 2009 - April 2012

- Responsible to strategically sell the Culinary Conference Center space to reach annual budgeted goals and revenue targets
- Interface with all college departments, namely Office of the President, Foundation Department and Office of Student Activities
- Interface with Friends of the College including other colleges and universities, donors and other supporters of the college
- Manage event set up for onsite and offsite events including catering services, room sets and audio visual
- Manage arrangements and revenue stream for unique bookings such as film shoots including Progresso Soup national ad campaign and Cake Boss television show

COMPASS GROUP, FLIK INTERNATIONAL CORP, New York, NY
Reception Services, Hughes Hubbard and Reed LLP
May 2005 - present
Wendy S. Paul
283 Saint Pauls Avenue, Jersey City, NJ 07306
201-424-0935
wspaul@gmail.com

- Meet and greet all visitors at high level boutique law firm reception desk during weekend operations
- Answer all telephone calls to main number and properly route all messages or inquiries
- Assisting with light sending/receiving courier packages
- Handle car reservation requests for firm staff and visitors

COMPASS GROUP, FLIK INTERNATIONAL CORP, Rye Brook, NY
Oct 2008 – April 2009
Training/Project Manager, Conference Services

- Conduct staff training to ensure successful transition of department and operational processes
- Design, implement and conduct training classes to improve customer service levels in all areas
- Oversee creation of training materials and work exclusively with property managers to personalize sessions
- Integrate system capabilities to create enhanced productivity and cost savings
- Conference center clients including Merck, Honeywell, Clifford Chance, Hughes Hubbard and Reed, Paul Weiss, Cravath, Swaine and Moore

AVERO LLC, New York, NY
Feb 2007 – Oct 2008
Training Manager

- Responsible for training in a Business Intelligence Company supporting clients nationwide
- Trained managers how to use web-based products to manage business flow patterns, identify and maintain consistent service levels, and mentor staff
- Conducted advanced or custom training sessions based on client’s agenda and ROI opportunity
- Provided instructor-led and user training and knowledge transfer to project team counterparts
- Built strong relationships with high profile clients to provide one-on-one professional services for CEOs, VPs, and other Director-level positions to give deeper overview and set operational baselines and targets for managers
- Clients included China Grill Management, Foodcraft, Kimpton Hotels, Harrah’s

COMPASS GROUP, FLIK INTERNATIONAL CORP, Rye Brook, NY
Jan 2001 – Feb 2007
Training/Project Manager, Conference Services

- Oversaw training with responsibility for creation of training materials working exclusively with managers to personalize sessions
- Integrated system capabilities to create enhanced productivity, streamlined operations and cost savings
- Worked with clients on communications to promote new services
- Conference center clients included Merck, Honeywell, Clifford Chance, Hughes Hubbard and Reed, Paul Weiss, Cravath, Swaine and Moore

HONEYWELL LEARNING CENTER, Seattle, WA
Jan 2000 - Jan 2001
Sr. Conference Planning/Training Manager

- Transferred to Washington to establish level of service from New Jersey Training Center
- Managed inventory of 34 conference rooms, maximizing space and availability within the campus
- Opened dedicated conference center for Honeywell

HONEYWELL LEARNING CENTER, Morristown, NJ
Nov 1997 - Jan 2000
Conference Planning Manager

- Planned meetings and set up training solutions at dedicated conference center
- Planned special events for customers and organized coordination of actions from local vendors
- Worked with corporate clients and anticipated needs to exceed the guest’s expectations
Wendy S. Paul
283 Saint Pauls Avenue, Jersey City, NJ 07306
201-424-0935
wspaul@gmail.com

EDUCATION

Rutgers University, NCAS
B.A., English
Rutgers Study Abroad, Florence, Italy

SKILLS

- Avero Business Intelligence/Performance Management Software
- Advanced Microsoft Excel, Word, MS Project, PowerPoint and Access
- Languages - English, Haitian Creole; Conversational Spanish and Italian

ACTIVITIES AND ORGANIZATIONS

- Lambda Theta Alpha, Tau Chapter Active Alumni
- Rotary Club of Jersey City, President 2016-17, District Assistant Governor 2017-18, District Secy. 2018-19
- NJCU Black Alumni, Administrators, Faculty, Staff, Student Organization (BAAFSSO), President 2016-17
- Washington Park Association of Hudson County, Board of Trustee
- Hudson County Chamber of Commerce, Brand Ambassador
- United Way of Hudson County, Board of Trustee
- Palisade Nature Association, Board of Trustee
- Nimbus Dance Works, Board of Trustee
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

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Councilmember</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Jermain D. Robinson</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5338</td>
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<td></td>
<td><a href="mailto:JDRobinson@jcnj.org">JDRobinson@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This purpose of this resolution is to appoint Wendy S. Paul, a Jersey City resident from Ward F, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

Signature of Department Director

April 04, 2019

Date
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ERFS, INC. FOR PROVIDING ENVIRONMENTAL CONSULTING SERVICES TO THE CITY.

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved Resolution 14.335 on May 14, 2014 authorizing a professional services agreement with ERFS, Inc., ("ERFS") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

WHEREAS, PPG Industries is required to make $350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, Resolution 17.683 approved on August 16, 2017, reauthorized a professional services agreement with ERFS and increased the contract amount by an additional $50,000; and

WHEREAS, the contract authorized by Resolution 17.683 expired in August, 2018; and

WHEREAS, Resolution 19.069 approved on January 24, 2019, authorized the award of a professional services contract to ERFS for an additional year not to exceed $100,000; and

WHEREAS, ERFS performed services for the City in good faith between the expiration of the contract in 2017 and the award of the new contract on January 24, 2019; and

WHEREAS, outstanding invoices have been submitted to the City that total $23,700.00 for services performed in the months of September through December, 2018 (Attachment A); and

WHEREAS, ERFS has requested that the City immediately pay the sum of $23,700.00 for the services provided; and

WHEREAS, J. Nicholas Strasser, First Assistant Corporation Counsel for the City of Jersey City, has reviewed ERFS’s request for payment and has certified that ERFS rendered the services requested by the City from September through December, 2018 and has certified that ERFS’s bill for providing such services is fair and reasonable (Attachment B); and

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

WHEREAS, the sum of $23,700.00 from Account No. 04-215-55-152-990 shall be made available for the purpose of paying the outstanding claims submitted by ERFS. Purchase Order # 133241.

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

1) The City is hereby authorized to pay ERFS the sum of $23,700.00 for the outstanding claims for providing professional environmental consulting services to the City from September through December, 2018; and
RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ERFS, INC. FOR PROVIDING ENVIRONMENTAL CONSULTING SERVICES TO THE CITY.

2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by ERFS certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and

3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that funds in the amount of $23,700.00 are available in Account No. 04-215-55-152-990. Purchase Order # 133241.

Elizabeth Castillo
Acting Chief Financial Officer
3/5/2019

APPROVED: ____________________________________________
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

Robert 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 PAYMENT OF A CLAIM SUBMITTED BY ERFS, INC. FOR PROVIDING ENVIRONMENTAL CONSULTING SERVICES TO THE CITY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Traffic &amp; Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Joe Cunha</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-6986</td>
<td><a href="mailto:Jcunha@icni.org">Jcunha@icni.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

To authorize the City to pay ERFS the sum of $23,700 for the outstanding claims for providing professional environmental consulting services to the City from September through December, 2018.

Cost (Identify all sources and amounts)  

$23,700

Contract term (include all proposed renewals)

Type of award  
Settlement

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date
ATTACHMENT A
Environmental Remediation and Financial Services, LLC

Pay-for-Performance Remediation Services

Invoice Billing Cycle

September 2018

To: Office of Corporation Counsel, City of Jersey City, NJ
280 Grove Street
Jersey City, NJ 07302
Attn: Mr. Peter Baker

Invoice #: 20-1005-010
Invoice Date: 10/5/2018
Customer ID: JCL-NJ
Site Location: PIG Chromium Sites
Jersey City, NJ

ERFS Standard Rates

<table>
<thead>
<tr>
<th>Task</th>
<th>Units</th>
<th>Unit Cost</th>
<th># Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCO Remediation Project Review</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Consulting Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Professional Geologist - D. Spader</td>
<td>Hrs</td>
<td>$150.00</td>
<td>43.5</td>
<td>$6,525.00</td>
</tr>
<tr>
<td>Professional Engineer - R. Adams</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$</td>
</tr>
<tr>
<td>Principal - M. Visscher</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$</td>
</tr>
<tr>
<td>Expenses (Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Time & Materials Total: $6,525.00

TOTAL DUE: $6,525.00

Notes: As per 2017 Agreement
Project Manager: Dave Spader 914-834-4195
ERFS Tax ID # 20-0321720

Remittance
Customer ID: JCL-NJ
Date: 10/5/18
Amount Due: $6,525.00

Please Mail To:
ERFS
2150 Highway 35, Suite 250
Sea Girt, NJ 08750
## Monthly Time Record - Jersey City Chromium Project

### Employee Name: David Spader

### Month/Year: September 2018

### Time & Material:

<table>
<thead>
<tr>
<th>Date</th>
<th>Site</th>
<th>Hours</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/4/2018</td>
<td>2.6</td>
<td></td>
<td>2.6 Principal Call &amp; prep; Email from AECOM - Al Smith Moving (ASM); telecon w/ Polo Sorge; review Jersey HSN sewer re-route plan</td>
</tr>
<tr>
<td>9/5/2018</td>
<td>2.6</td>
<td></td>
<td>Review J Ray tracking log; Weston email on GAG GW monitoring plan; follow-up on JC invoicing; review AECOM RT3s on ASM RAR T6 &amp; - sent email to Aimee (AECOM)</td>
</tr>
<tr>
<td>9/6/2018</td>
<td>1.5</td>
<td></td>
<td>1.5 Reply email to City w/ edits to draft email on HSN; rec'd GAG approval update; various other emails</td>
</tr>
<tr>
<td>9/7/2018</td>
<td>2</td>
<td></td>
<td>2 Email to J Farrel with draft copy of HSN sewer re-route proposal &amp; send final to PPG &amp; JCO group; Send updates from APTIM &amp; ARCADIS; rec'd Rev 1 Site 65 RAR from APTIM</td>
</tr>
<tr>
<td>9/10/2018</td>
<td>2</td>
<td></td>
<td>2 Prepare agenda for Carteret Tech call &amp; send; review Carteret draft RAWP</td>
</tr>
<tr>
<td>9/11/2018</td>
<td>3.5</td>
<td></td>
<td>3.5 Carret Tech call &amp; prep &amp; followups; review Carteret draft RAWP; email form PPG on HSN proposal</td>
</tr>
<tr>
<td>9/14/2018</td>
<td>3</td>
<td></td>
<td>3 Carret RAWP review</td>
</tr>
<tr>
<td>9/17/2018</td>
<td>3</td>
<td></td>
<td>3 Review J Ray finalization process for reports; Weston email w/ comments to Site 16 RAR</td>
</tr>
<tr>
<td>9/18/2018</td>
<td>2</td>
<td></td>
<td>2 Review J Ray tracking log</td>
</tr>
<tr>
<td>9/19/2018</td>
<td>2</td>
<td></td>
<td>2 Review J Ray tracking log</td>
</tr>
<tr>
<td>9/20/2018</td>
<td>2</td>
<td></td>
<td>2 Review J Ray tracking log</td>
</tr>
<tr>
<td>9/21/2018</td>
<td>1</td>
<td></td>
<td>1 Rec'd agenda for PM call on Monday; review J Ray tracking log</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>3</td>
<td></td>
<td>3 Weston comments on Site 65 deed notice; rec'd Forest St Emanating From engineering from AECOM</td>
</tr>
<tr>
<td>9/25/2018</td>
<td></td>
<td></td>
<td>Weston comments on Site 65 deed notice; rec'd Forest St Emanating From engineering from AECOM</td>
</tr>
<tr>
<td>9/26/2018</td>
<td>3</td>
<td></td>
<td>3 Rec'd agenda for PM call on Monday; review J Ray tracking log</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>1.5</td>
<td></td>
<td>1.5 N Strasser email on Indemnification Agreement (Carteret) and reply; telecon w/ N strasser to review status</td>
</tr>
</tbody>
</table>

### Employee Signature: David Spader

### Date: 10/5/2018

### Manager Signature: Mark J. Vigneri

### Date: 10/5/2018
## Invoice

**Billing Cycle:** October 2018

**Bill To:**
Office of Corporation Counsel, City of Jersey City, NJ
280 Grove Street
Jersey City, NJ 07302
Attn: Mr. Peter Baker

**Invoice From:**
Environmental Remediation and Financial Services, LLC
2150 Highway 35, Suite 250
Sea Girt, NJ 08750
732-974-3570
Fax: 732-974-3571
www.erfs.com

**Invoice #:** 211105-01
**Invoice Date:** 11/5/2018
**Customer ID:** JCL-NJ
**Site Location:** PPG Chromium Sites
Jersey City, NJ

### ERFS Standard Rates

<table>
<thead>
<tr>
<th>Task</th>
<th>Units</th>
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<th># Units Billed</th>
<th>Total</th>
</tr>
</thead>
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<td>JCO Remediation Project Review</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Consulting Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Professional Geologist - D. Spuder</td>
<td>Hrs</td>
<td>$150.00</td>
<td>30</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Professional Engineer - R. Adams</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Principal - M. Vigneri</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Expenses (Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Time &amp; Materials Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$5,850.00</td>
</tr>
</tbody>
</table>

**TOTAL DUE:** $5,850.00

**Notes:** As per 2017 Agreement

**Project Manager:** Dave Spuder 914-834-4195
**ERFS Tax ID:** # 20-032720

**Remittance**
- **Customer ID:** JCL-NJ
- **Date:** 11/5/18
- **Amount Due:** $5,850.00

**Please Mail To:**
ERFS
2150 Highway 35, Suite 250
Sea Girt, NJ 08750
### Monthly Time Record - Jersey City Chromium Project

**Employee Name:** David Spader  
**Month/Year:** October 2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Site</th>
<th>Hours</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2018</td>
<td></td>
<td>2.5</td>
<td>Rec'd email report from DJU on Ten West inspection; sent email on RAWP comments to JCMUA &amp; City Eng; email to Nick Strasswer; rec'd various emails from JCO group</td>
</tr>
<tr>
<td>10/2/2018</td>
<td></td>
<td>1.5</td>
<td>Rec'd Carlen excavation figure from AECOM; email from Hannah Bregman re - indemnification agreement from PPG; sent docs to Hannah for background</td>
</tr>
<tr>
<td>10/2/2018</td>
<td></td>
<td>1.5</td>
<td>email to CME seeking confirm for submittal of sewer plans to NJEIT; email from Nick S. to proceed with scheduling meeting on Cartelen tech issues</td>
</tr>
<tr>
<td>10/4/2018</td>
<td></td>
<td>3</td>
<td>Rec'd AMP report from AECOM; Rec'd RAWP for AOCs 34 A for Site 18 from APTIM; rec'd sched updates for Site 15S; rec'd Caven Point nd/Pacific Ave delineation pkg; prepared email for J. Farrell at JCMUA; rec'd GAG sched update; lesem w/ Rich F (PPG) about water main shut down on Saturday.</td>
</tr>
<tr>
<td>10/5/2018</td>
<td></td>
<td>3</td>
<td>Sent email to J Farrell - rec'd cc followup from Riccio and email reply from Jeremy; issued comments to AECOM on Carlen RAWP; various emails</td>
</tr>
<tr>
<td>10/9/2018</td>
<td></td>
<td>1</td>
<td>Rec'd request from B Doshi for copy of latest M Sched; cancelled this week's tech call on Cartelen; email to J Ray</td>
</tr>
<tr>
<td>10/10/2018</td>
<td></td>
<td>1</td>
<td>Rec'd sched updates for GAG sites; rec'd M Sched copy from J Ray</td>
</tr>
<tr>
<td>10/10/2018</td>
<td></td>
<td>2.5</td>
<td>Email from Weston asking for status on on reviews; prepared and sent email to JCO group on RTCs for fnt GAG RAMP - acceptable to city</td>
</tr>
<tr>
<td>10/11/2018</td>
<td></td>
<td>1</td>
<td>Sent B Doshi latest PPG Gantt chart sched.; rec'd Q3 inspection reports for HSS; rec'd AMP reports from AECOM</td>
</tr>
<tr>
<td>10/12/2018</td>
<td></td>
<td>0.5</td>
<td>vacation day</td>
</tr>
<tr>
<td>10/16/2018</td>
<td></td>
<td>0.5</td>
<td>Sent VM to Ed T (CME) - confirm request regarding Cartelen sewer plan submittal; rec'd reply for CME</td>
</tr>
<tr>
<td>10/16/2018</td>
<td></td>
<td>1</td>
<td>Email from Hannah B and reply - to NJEIT submittal; email from Nick S. - arrangements for tech meeting at JCMUA</td>
</tr>
<tr>
<td>10/17/2018</td>
<td></td>
<td>2.5</td>
<td>Review emails and docs rec'd while away on Business Trip; various emails; rec'd proposed soil boring locations for Pacific Ave</td>
</tr>
<tr>
<td>10/19/2018</td>
<td></td>
<td>1.5</td>
<td>Email inquiry from APTIM re - any additional comments on Site 65 RAR; sent email to APTIM on next Rev submit; rec'd AMP reports from AECOM</td>
</tr>
<tr>
<td>10/19/2018</td>
<td></td>
<td>1</td>
<td>Weston email comments on HSS RAR; rec'd PM call agenda; APTIM sent Rev2 for Site 65 RAR</td>
</tr>
<tr>
<td>10/22/2018</td>
<td></td>
<td>2</td>
<td>Sent info to Weston on City comments to GAG RAWP; prep for meeting tomorrow at JCMUA</td>
</tr>
<tr>
<td>10/23/2018</td>
<td></td>
<td>5.5</td>
<td>JCMUA meeting with PPG to discuss Carlen excavation plans, MOU, indemn agreement; rec'd copy of CME design for sewer rehab - distributed to JCO group; prep &amp; send summary of today's meeting to group</td>
</tr>
<tr>
<td>10/24/2018</td>
<td></td>
<td>1</td>
<td>Sent copy of MOU and cost allocation to Nick S; email from Hannah B re - cost allocation - rec'd reply; sent copy of Cartelen RAWP to Hannah B</td>
</tr>
<tr>
<td>10/25/2018</td>
<td></td>
<td>1</td>
<td>Rec'd AMP summary from AECOM; rec'd Gw RAWP from APTIM for Site 63</td>
</tr>
<tr>
<td>10/26/2018</td>
<td></td>
<td>4</td>
<td>Email from Hannah B w/draft of MOU &amp; cost allocation; rec'd agenda for Prin Call; prepared &amp; sent comments for HSS RAR to AECOM</td>
</tr>
<tr>
<td>10/30/2018</td>
<td></td>
<td>1.5</td>
<td>Hannah B sent revised copy of cost allocation w/comments; email from Ed T (CME) to Cam D (AECOM) re - geotech testing for eleven area; Principal call and prep</td>
</tr>
<tr>
<td>10/31/2018</td>
<td></td>
<td>0.5</td>
<td>Email inquiry from AECOM on soil re-use plan - forested to Law Dept</td>
</tr>
</tbody>
</table>

**Employee Signature:** David Spader  
**Manager Signature:** Mark J. Vignone
**Bill To:**
Office of Corporation Counsel, City of Jersey City, NJ
280 Grove Street
Jersey City, NJ 07302
Attn: Mr. Peter Baker

**Invoice**

<table>
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<td></td>
<td></td>
</tr>
<tr>
<td>Professional Consulting Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Professional Geologist - D. Spader</td>
<td>Hrs</td>
<td>$150.00</td>
<td>42</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>Professional Engineer - R. Adams</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Principal - M. Visnuri</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Expenses (Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Time & Materials Total:** $6,300.00

**TOTAL DUE:** $6,300.00

**Notes:** As per 2017 Agreement
Project Manager: Dave Spader 914-834-4195
ERFS Tax ID: # 20-0321720

**Remittance**
Customer ID: JCL-NJ
Date: 12/3/18
Amount Due: $6,300.00

**Please Mail To:**
ERFS
2150 Highway 35, Suite 250
Sea Girt, NJ 08750
ATTACHMENT B
# Monthly Time Record - Jersey City Chromium Project

**Employee Name:** David Spader  
**Month/Year:** November 2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Site</th>
<th>Hours</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/2018</td>
<td></td>
<td>1</td>
<td>Received AECOM AMP summary; received GAG schedule update and GW IRM update; received revisions to MOU for Carteret</td>
</tr>
<tr>
<td>11/2/2018</td>
<td></td>
<td>1</td>
<td>Review email from Weston on SMR Tab &amp; Figs; email from N Colson on residential inspection program</td>
</tr>
<tr>
<td>11/5/2018</td>
<td></td>
<td>3.5</td>
<td>Prepare Carteret Tech call agenda; email edits to MOU and cost allocate spreadsheet to Hannah B; various other emails; draft invoice prep.</td>
</tr>
<tr>
<td>11/9/2018</td>
<td></td>
<td>0.5</td>
<td>Email from Riccio responding to Hannah B; update on spill at GAG site</td>
</tr>
<tr>
<td>11/12/2018</td>
<td></td>
<td>1.5</td>
<td>Received AMP report from AECOM</td>
</tr>
<tr>
<td>11/13/2018</td>
<td></td>
<td>2.5</td>
<td>Received GAG RAWP 03 for GAG sites; review tracking log; principal call &amp; prep</td>
</tr>
<tr>
<td>11/14/2018</td>
<td></td>
<td>2.5</td>
<td>Reviewed GME email to AECOM on excav. detail; MOU related emails; draft cost estimates for soils disposal for City; teled in with Hannah B on cost call.</td>
</tr>
<tr>
<td>11/15/2018</td>
<td></td>
<td>3</td>
<td>Prepped revision of historic fill site estimates for Dept. and Engineering; teled in with Prabal (Weston) re: fill re-use; various emails on MOU revisions.</td>
</tr>
<tr>
<td>11/16/2018</td>
<td></td>
<td>2</td>
<td>Emails about historic fill; MOU issues; reviewed agenda for PM call; Weston email on Forrest St RAWP; rec'd deed notice summary and drafts from AECOM.</td>
</tr>
<tr>
<td>11/19/2018</td>
<td></td>
<td>6</td>
<td>Email from Cam on new proposed excavation technique; PM call and prep. Sent Hannah clean copy of draft Carteret RAWP and deed notice summary; attended JC city council caucus meeting for presentation of historic fill issue.</td>
</tr>
<tr>
<td>11/20/2018</td>
<td></td>
<td>1</td>
<td>Teled in with F. Burke re: deed notice summaries; follow up teled in with Hannah and forwarded to JCRA and City Eng.</td>
</tr>
<tr>
<td>11/21/2018</td>
<td></td>
<td>3.5</td>
<td>Teled to P. Doyle on MOU resolution; deed notices for roadways; Forrest St Issues; other deed notice format; crrl call with Hampshire group on deed notices; reved Forrest St RAWP &amp; Figs.</td>
</tr>
<tr>
<td>11/26/2018</td>
<td></td>
<td>2.5</td>
<td>Principal call &amp; prep; review Forrest St RAWP comments from Weston; email to B Doshi about deed notices.</td>
</tr>
<tr>
<td>12/18/2018</td>
<td></td>
<td>1.5</td>
<td>Email to Cam Dixon on Carteret RAWP distribution; downloaded files for Site 132 RAR, Site 7 RAR from AECOM; email from R Hayles on MOU docs; emails from Hannah; email from Weston on GW RAWP for Site 6A; rec'd AMP report from AECOM.</td>
</tr>
<tr>
<td>11/26/2018</td>
<td></td>
<td>0.5</td>
<td>Emails from Hannah B on MOU docs.</td>
</tr>
<tr>
<td>11/29/2018</td>
<td></td>
<td>2.5</td>
<td>Email from Weston - review comments to GW RAWP, review Forrest St RAR and RAWP and send email to Weston &amp; Dept regarding deed notices; scheduling for next Hampshire call.</td>
</tr>
<tr>
<td>12/3/2018</td>
<td></td>
<td>2</td>
<td>Review deed notices proposed for GAG sites; teled in with Hampshire group and JCRA re: deed notices.</td>
</tr>
</tbody>
</table>

**Employee Signature:** David Spader  
**Date:** 12/3/2018

**Manager Signature:** Mark A. Vigneri  
**Date:** 12/3/2018
# Billing Cycle

**Invoice**

**Bill To:**
Law Department, City of Jersey City, NJ
280 Grove Street
Jersey City, NJ 07302
Attn: Mr. Peter Baker

**Invoiced:**
December 2018

**Customer ID:** Site Hielines
21-1231-Olds
12/31/2018
JCL.NJ

**ERFS Standard Rates**

<table>
<thead>
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<td>Professional Consulting Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Professional Geologist - D. Spader</td>
<td>Hrs</td>
<td>$150.00</td>
<td>33.5</td>
<td>$5,025.00</td>
</tr>
<tr>
<td>Professional Engineer - R. Adams</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Principal - M. Vieni</td>
<td>Hrs</td>
<td>$150.00</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Expenses (Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Time & Materials Total:** $5,025.00

**TOTAL DUE:** $5,025.00

**Notes:** As per 2017 Agreement
Project Manager: Dave Spader 914-834-4195
ERFS Tax ID # 20-0321720

**Remittance**
Customer ID: JCL-NJ
Date: 12/31/18
Amount Due: $5,025.00

**Please Mail To:**
ERFS
2150 Highway 35, Suite 250
Sea Girt, NJ 08750

---

Environmental Remediation and Financial Services, LLC
Pay-for-Performance Remediation Services

Environmental Remediation and Financial Services, LLC
2150 Highway 35, Suite 250
Sea Girt, NJ 08750
732-974-3570
Fax: 732-974-3571
www.ERFS.com
## Monthly Time Record - Jersey City Chromium Project

**Employee Name:** David Spader  
**Month/Year:** December 2018

### Time & Material:

<table>
<thead>
<tr>
<th>Date</th>
<th>Site Hours</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/3/2018</td>
<td>3.5</td>
<td>Prep for City Hall meeting on deed notices; prep monthly invoice; Hampshire corr from Camden on deed notices</td>
</tr>
<tr>
<td>12/4/2018</td>
<td>5.5</td>
<td>Reply to AECOM on Forrest SI RAR T &amp; Figs; prep for City Hall meeting; Meeting on deed notices and discussions on payments/voles</td>
</tr>
<tr>
<td>12/6/2018</td>
<td>3</td>
<td>Carteret Tech call and prep; AECOM site 107 TEEP - final - download &amp; file; AECOM AMP summary and followup emails regarding PFC; telecon w/ J Ray on review schedule and VOC issue at Pi 38 south</td>
</tr>
<tr>
<td>12/9/2018</td>
<td>1</td>
<td>AECOM emails - weekly AMP &amp; schedule updates; AECOM site schedule updates; followup w/ J Ceine oncontract</td>
</tr>
<tr>
<td>12/10/2018</td>
<td>2.5</td>
<td>Dave Dixon email on soil dig technique; AECOM QWRI site update; Email to Hannah B re review schedule; AECOM email &amp; phone call - 2nd spill incident; send docs to Hannah for review; email to P Sorge w/copy of 03 GW update</td>
</tr>
<tr>
<td>12/11/2018</td>
<td>2</td>
<td>Principal call &amp; prep; various emails</td>
</tr>
<tr>
<td>12/12/2018</td>
<td>1</td>
<td>Download Site 133/135 RARs issued by AECOM; various emails</td>
</tr>
<tr>
<td>12/13/2018</td>
<td>1</td>
<td>Review tracking log for review schedule: review Westcon email - Carteret comments</td>
</tr>
<tr>
<td>12/13/2018</td>
<td>1</td>
<td>Email to Hannah on review schedule, various emails from AECOM</td>
</tr>
<tr>
<td>12/14/2018</td>
<td>2</td>
<td>M Year email on Carteret design; agenda for PM call; prep contract paper from City Eng; Westcon email on forest RAR T &amp; Fig</td>
</tr>
<tr>
<td>12/17/2018</td>
<td>3</td>
<td>Tracking log review; prep for PM call; telecon w/ Paul (Westcon) on GW meeting and issues</td>
</tr>
<tr>
<td>12/18/2018</td>
<td>1.5</td>
<td>Download Site 137N/143 RAR from AECOM; prep for Principal call</td>
</tr>
<tr>
<td>12/19/2018</td>
<td>1</td>
<td>Principal call; various emails</td>
</tr>
<tr>
<td>12/20/2018</td>
<td>1</td>
<td>Westcon comments on Carteret RAWP; AECOM AMP amendment rec'd &amp; reviewed</td>
</tr>
<tr>
<td>12/21/2018</td>
<td>0.5</td>
<td>Email from Hannah B - final MOU edits accepted by NJDEP</td>
</tr>
<tr>
<td>12/27/2018</td>
<td>1</td>
<td>Telecon w/ AD Trimmer (CMZ) regarding Carteret sewer design and review by NJDEP; AECOM AMP report</td>
</tr>
<tr>
<td>12/28/2018</td>
<td>1</td>
<td>Review Carteret RAWP</td>
</tr>
<tr>
<td>12/29/2018</td>
<td>1.5</td>
<td>Email to Hannah B; download docs for Site 114 RAR, setup conf call schedule for Carteret Tech call</td>
</tr>
</tbody>
</table>

**Employee Signature:** David Spader  
**Date:** 12/31/2018

**Manager Signature:** Mark Z. Vigneri  
**Date:** 12/31/2018
ATTACHMENT C
RELEASE AND AFFIDAVIT

This Release, dated ________________, 2019, is given by the Releasor, ERFS, Inc, referred to as “I,” to the City of Jersey City, and its agents and employees, referred to as “You.”

1. Release

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

2. Payment

As consideration for the Release, I will be paid $23,700.00 from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. Who is Bound

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

4. Signatures

I understand and agree to the terms of this Release.

Name ___________________________ Date ___________________________

Witnesses or Attested By:

Name ___________________________ Date ___________________________
Resolution of the City of Jersey City, N.J.

Res. 19-335

CITY OF JERSEY CITY
CORPORATE SEAL

City Clerk  File No.  Res. 19-335
Agenda No.  10-Z
Approved: APR 10 2019

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR SENIOR CONGREGATE MEAL PREPARATION AND DELIVERY

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City ("the City") desires to award a contract to a vendor to prepare and deliver hot meals and cold boxed lunches to seniors at various locations throughout the City via the Senior Congregate Lunch program; and

WHEREAS, the Senior Congregate Lunch sites are located in various senior citizen centers and public housing sites, and the program is administered by the City's Department of Health & Human Services, Division of Food & Nutrition; and

WHEREAS, the City intends to procure one or more vendors for preparation and delivery of hot meals and cold box lunches for its Congregate Senior Nutrition Program; and,

WHEREAS, N.J.S.A. 40A:11-4.1(g) authorizes the City to use competitive contracting to award a contract to a vendor or vendors who can provide the above described services; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to purchase meals and meal delivery for the Senior Congregate Lunch Program administered by the Division of Food and Nutrition.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required  □

Not Required  ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-10-19

COUNCILPERSON  AYE  NAY  N.V.  COUNCILPERSON  AYE  NAY  N.V.  COUNCILPERSON  AYE  NAY  N.V.
RIDLEY    ✓       ✓       ✓       ✓       ✓       ✓      ✓       ✓       ✓       ✓       ✓       ✓
PRINZ-AREY ✓       ✓       ✓       ✓       ✓       ✓      ✓       ✓       ✓       ✓       ✓       ✓
BOGGIANO  ✓       ✓       ✓       ✓       ✓       ✓      ✓       ✓       ✓       ✓       ✓       ✓

✓ Indicates Vote

N.V. Not Voting (Abstain)

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

Robert R. Lavarrro, Jr., President of Council

Robert Byrne, 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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR SENIOR CONGREGATE MEAL PREPARATION AND DELIVERY |

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Food &amp; Nutrition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Angela Davis</td>
<td>Director/Director of Food &amp; Nutrition</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5838</td>
<td><a href="mailto:SFlanagan@cnj.org">SFlanagan@cnj.org</a>/ADavis@cnj.org</td>
</tr>
</tbody>
</table>

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

**Resolution Purpose**

This resolution permits the City to use competitive contracting for a new Senior Congregate Meal Site food vendor. This is the first time the City has used the RFP process for this contract.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN
SPECIALIZED LAND USE MATTERS

WHEREAS, the City of Jersey City (City) required the services of special counsel to represent
the City in specialized land use matters; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to
represent the City; 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 is acquiring these services directly and openly as a statutorily permitted
contract pursuant to the provisions of N.J.S.A., 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, John Curley, Esq., possesses the skills and expertise 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 $50,000.00; and

WHEREAS, John Curley, Esq. has completed and submitted a Business Entity Disclosure
Certification which certifies that it has not made any reportable contributions to the political or
candidate committees listed in the Business Entity Disclosure Certification in the previous one
year, and that the contract will prohibit John Curley, Esq. from making any reportable
contributions during the term of this contract; and

WHEREAS, John Curley, Esq. 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 John Curley, Esq. has submitted its Certification of Compliance
with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;
and

WHEREAS, funds in the amount of $10,000.00 are available in Account No. 19-01-201-20-155-
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 award of an agreement with the law firm of John Curley, Esq. to represent the City, in
specialized land use matters is hereby awarded for one year effective April 10, 2019, for a total
contract amount of $50,000.00, 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.;
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN SPECIALIZED LAND USE MATTERS

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. 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 of 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, hereby certify that there are sufficient funds available in Account No.: Account No. 19-01-201-20-155-312 for payment of this resolution. P.O. No. 133178

Elizabeth Castillo, Acting Chief Financial Officer

03/29/2019

APPROVED: J

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required □ Not Required □

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDDLE</td>
<td>✓</td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ridley</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Rolanda R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN SPECIALIZED LAND USE MATTERS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-6545</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td><a href="mailto:pbaker@jcnj.org">pbaker@jcnj.org</a></td>
<td></td>
</tr>
</tbody>
</table>

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) required services of special counsel to represent the City in specialize land use matters.

Cost (Identify all sources and amounts)  

| 19-01-201-20-155-312 | $50,000.00       |

Contract term (include all proposed renewals)

One year

Type of award  
direct/open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  

4/2/19
Outside Counsel Agreement

This Agreement dated the ___ day of __________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, John J. Curley, Esq., 574 Summit Ave Suite 502, Jersey City, NJ 07306 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with

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 $50,000.00.

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
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. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to
N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The 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 Contract 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.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds $40,000 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). The Affirmative Action Agreement is attached hereto as Exhibit “B” and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed $40,000.00.
VIII. 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.

IX. 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.

X. 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.

XI. 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 consent 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

WITNESS:

Brian D. Platt
Business Administrator

By: John Curley, Esq.
Firm: John Curley LLC
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: __________________________

By: __________________________

Title: __________________________

Date: ________
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 (Continued)

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 contracts 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. 10B: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. 10B:31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John J. Curley, Sole Member
Representative's Signature: [Signature]
Name of Company: John J. Curley LLC
Tel. No.: (215) 477-0799 Date: April 1, 2019
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 11/15/2016 for JOHN J. CURLEY LLC.

Previous Registered Agent and Office

JOHN J. CURLEY
HARBORSIDE FINANCIAL CENTER
JERSEY CITY, NJ 07311

New Registered Agent and Office

JOHN J. CURLEY
HARBORSIDE FINANCIAL CENTER
1202 Plaza Ten
JERSEY CITY, NJ 07311

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 15th day of November, 2016

Ford M. Scudder
State Treasurer
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 to 15-APR-2024.

JOHN J. CURLEY, LLC
1202 PLAZA TEN
JERSEY CITY NJ 07311

FORD M. SCUDER
State Treasurer
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

City of Jersey City

The contractor and the [insert name of contractor] (hereinafter "owner") do hereby agree that the provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibit 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 such 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 in any way connected with the alleged violation. The contractor shall, at its own expense, 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 such 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 avoid 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 all 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, or subcontractors for any claim which may arise out of the 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 deemed 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.

[Signature]

[Date]

Representative's Name/Title/Print: John J. Curley
Representative's Signature: 
Name of Company: John J. Curley LLC
Tel. No.: 201.217.9700
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: John J. Curley LLC

Address: 574 Summit Avenue, Suite 502, Jersey City, New Jersey 07306

Telephone No.: (201)217-0700

Contact Name: John J. Curley

Please check applicable category:

[ ] Minority Owned Business (MBE)  [X] Minority & Woman Owned Business (MWBE)

[ ] Woman Owned Business (WBE)  [ ] Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
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 John J. Curley 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 agenda) and that would bar the award of this contract. I further certify that during the term of the contract John J. Curley 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: John J. Curley LLC

Signed

Print Name: John J. Curley

Date: 11/1/15

Subscribed and sworn before me this 11th day of November, 2015.

My Commission expires:

FREDRICA U. BARNES
NOTARY PUBLIC OF NEW JERSEY
Comm. #: 245583
My Commission Expires 9/16/2021

**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-23.8

**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 committees, or political party committees 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).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Pelaz-Asey for Council</th>
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</thead>
<tbody>
<tr>
<td>Lavarno for Councilman</td>
<td>Friends of Richard Boggiano</td>
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<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivero</td>
<td>Solomon for Council 2021</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
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</tbody>
</table>

**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
- [x] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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</thead>
<tbody>
<tr>
<td>John J. Curley</td>
<td>121 Christie Street, Leonia New Jersey 07605</td>
</tr>
</tbody>
</table>

**Part 3 – Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: John J. Curley LLC

Signature of Affiant: [Signature]

Printed Name of Affiant: John J. Curley

Title: Sole Member/Manager

Date: 1/1/2021

Subscribed and sworn before me this 16 day of August, 2021.

(Witnessed or attested by)

[Signature]

My Commission expires:

FREDERICA U. BARNES

HORNY PUBLIC OF NEW JERSEY

Comm. # 2466636

*Commission Expires 8/15/2021*
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: John J. Curley LLC  
Address: 574 Summit Ave., Suite 502,  
City: Jersey City  
State: NJ  
Zip: 07303

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.

John J. Curley  
Sole Member/Manager

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
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<tr>
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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM NETCHERT DINEEN & HILLMAN, ESQS., TO REPRESENT POLICE OFFICER MORTON OTUNDO IN THE MATTER OF JONATHAN SANDERS V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City (City) adopted Resolution no. 18-513 on May 23, 2018, ratifying and authorizing a professional services agreement effective April 2, 2018 with Netchert Dineen & Hillman, Esqs., for a total contract amount not to exceed $50,000.00 to represent Police Officer Morton Otundo in a lawsuit filed by Jonathan Sanders in U.S. District Court on January 26, 2018 alleging false arrest/imprisonment, illegal search and seizure and the use of excessive force; and

WHEREAS, the City awarded the contract to Netchert Dineen & Hillman, Esqs. under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with Netchert Dineen & Hillman, Esqs., for an additional twelve month period effective April 2, 2019; and

WHEREAS, because all the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional $50,000.00 at the same rate of $150.00 per hour including expenses; and

WHEREAS, funds in the amount of $10,000.00 are available in Account No. 19-01-201-23-210-312; and

WHEREAS, Netchert Dineen & Hillman, Esqs., has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a contract with Netchert Dineen & Hillman, Esqs., to represent Police Officer Morton Otundo in the Samy Faragalla litigation is hereby renewed for one year effective APRIL 2, 2019, and the contract amount is increased by an additional $50,000.00 for a total contract amount of $100,000.00, including expenses;

2. The award of this contract shall be subject to the condition that Netchert Dineen & Hillman, Esqs., provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OF FIRM NETSCHERT DINEEN & HILLMAN, ESQS. TO REPRESENT POLICE OFFICER MORTON OTUNDO IN THE MATTER OF JONATHAN SANDERS V. CITY OF JERSEY CITY, ET AL.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution. P.O. No. 25-28-25.

Elizabeth Castillo, Acting Chief Financial Officer

03/27/2019

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required [ ]

Not Required [ ]

APPROVED [ ]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>Boggiano</td>
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✓ indicates Vote

N.V.-Not Voting (Abstain)

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

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OF FIRM NETCHERT DINEEN & HILLMAN, ESQS. TO REPRESENT POLICE OFFICER MORTON OTUNDO IN THE MATTER OF JONATHAN SANDERS V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
</tr>
<tr>
<td>Law</td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

It was necessary to hire outside counsel to represent Police Officer Morton Otundo who was named in a complaint filed in the US District Court by Jonathan Sanders alleging false arrest/imprisonment illegal search and seizure, and excessive force.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Insurance Fund Commission.  One Year
19-01-201-23-210-312
$50,000

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

4/2/19
Outside Counsel Agreement

This Agreement dated the _____ day of ________________, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Netchert Dineen & Hillman, Esqs., located at 280 Baldwin Avenue, Jersey City, New Jersey 07306, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the matter of Jonathan Sanders 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 $50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates
applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.
The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
• Word processing or proofreading
• Maintenance of a calendar or tickler system
• Investigating potential conflicts
• Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
• Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
• Telephone charges
• Facsimile charges
• Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel's prior approval.
K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

Page 13 of 17
This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

**VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

**IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating 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.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably consent 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:

__________________________
By: John R. Dineen
Netchert Dineen & Hillman, Esqs.
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: ________
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 (Continued)

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

Employer 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/eop/eem/contracts.html)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company’s receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/Company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print)  John R. Dineen , Partner
Representative’s Signature

Name of Company: Netchart, Dineen & Hillmann, Esqs.
Tel. No.: 201-784-1046  Date: 3/27/19
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2017 to 15-NOV-2024.

NETCHERT, DINEEN & HILLMAN, ESQ.
280 BALDWIN AVENUE
JERSEY CITY NJ 07305

FORD M. SCUDDER
State Treasurer
Appendix A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

Jersey

The contractor and the [City] of [City] (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12131 et seq.), which prohibit 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, damages, or expenses, of whatever kind or nature, arising out of or for claimed to arise out of the alleged violation. The contractor shall, at its own expense, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from any 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 expeditionily 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

[Signature]

John R. Dineen, Partner

[Signature]

[Company Name]

Date: 3/27/19
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Netchert, Dineen & Hillmann, Esqs.
Address: 280 Baldwin Avenue, Jersey City, NJ 07306
Telephone No.: 201-656-3000
Contact Name: John R. Dineen

Please check applicable category:

_____ Minority Owned Business (MBE)     _____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)     X  Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Natchert, Dineen & Hillmann, Esqs.
Address: 280 Baldwin Avenue, Jersey City, NJ 07306
Telephone No.: 201-656-3000
Contact Name: John R. Dineen

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
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, please feel free to call our Registration Hotline at 1-800-442-2827.

I wish you continued success in your business endeavors.

[Signature]

Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: NETCHERT, DINEEN & HILLMAN
TAXPAYER IDENTIFICATION#: 223-376-363/000
ADDRESS: 290 BALDWIN AVENUE STE 3 JERSEY CITY NJ 07306-1315
EFFECTIVE DATE: 01/01/06
FORM: BRC(05-01)

Trade Name: NETCHERT, DINEEN & HILLMAN, ESQS.
Sequence Number: 106001
Issuance Date: 09/23/04

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 Netchert, Dineen & Hillmann (name of business entity) has not made any reportable contributions in the **one-year period preceding 4/3/19** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Netchert, Dineen & Hillmann (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: Netchert, Dineen & Hillmann, Esqs.

Signed ___________________ Title: Partner

Print Name John R. Dineen Date: 3/27/19

Subscribed and sworn before me this 27-day of March 2019.

My Commission expires:

Noreen McGough, Notary Public

(Print name & title of affiant) (Notary Seal)

NOREEN MCGOUGH
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/5/2021

**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-PAIR 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. 6> (c), (d) and (e).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
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<tr>
<td>Friends of Joyce Watteman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>William J. Nechtch</td>
<td>299 Pavonia Ave, Unit 2-2, Jersey City, NJ</td>
</tr>
<tr>
<td>John R. Dineen</td>
<td>155 Roger's Mill Rd, Harrington Park, NJ</td>
</tr>
</tbody>
</table>

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: Nechtch, Dineen & Hillmann, Esqs.
Signature of Affiant: [Signature]
Printed Name of Affiant: John R. Dineen
Date: 3/27/19

Subscribed and sworn before me this 27 day of March, 2019
(My Commission expires: 8/5/2021)

(Witnessed or attested to)
[Seal]

NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/5/2021
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | Netchert, Dineen & Hillmann, Esqs. |
| Address:     | 280 Baldwin Avenue                  |
| City:        | Jersey City                         |
| State:       | NJ                                  |
| Zip:         | 07306                               |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature:  [Signature]
Printed Name: John R. Dineen
Title: Partner

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
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- Check here if the information is continued on subsequent page(s)
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-2017 to 15-FEB-2024.

ERIC S. PENNINGTON, P.C.
1 GATEWAY CENTER, SUITE 105
NEWARK, NJ 07102

FORD M. SCUDDER
State Treasurer
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRATTI GREENAN LLC TO REPRESENT JOSEPH MENENDEZ AND MARK A. PETRUCELLI 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 violations, 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 and Mark A. Petrucelli in the lawsuit; and

WHEREAS, the law firm of Bratti Greenan, 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 2018, the City of Jersey City (“City”) publicly advertised a Request for Qualifications (RFQ) using the “fair and open process” as described under the Pay-to-Play Law; and

WHEREAS, the law firm of Bratti Greenan, 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, the law firm of Bratti Greenan, 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, funds in the amount of $10,000.00 are available in Account No. 19-01-201-23-210-312; 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 award of an agreement with the law firm of Bratti Greenan, LLC to represent Joseph Menendez and Mark A. Petrucelli, in the Vanessa Gross litigation is hereby ratified for one year effective January 1, 2019, 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.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRATTI GREENAN LLC TO REPRESENT JOSEPH MENENDEZ AND MARK A. PETRUCELLI 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(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution. P.O. No. 13/51

[Signature]
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: ____________________________
Business Administrator

APPROVED AS TO LEGAL FORM: ____________________________
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td>YUN</td>
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<td>SOLONON</td>
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<tr>
<td>PRINZ-AREY</td>
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<td>WATTERMAN</td>
<td>✓</td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OF FIRM OF BRATTI GREENAN LLC TO REPRESENT JOSEPH MENENDEZ AND MARK A. PETRUELLI IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.

It was necessary to hire outside counsel to represent Joseph Menendez and Mark A. Petrucci who were named in a complaint filed in Superior Court by Vanessa Gross alleging New Jersey Conscientious Employee Protection Act violation, gender discrimination, and discrimination based on military status and hostile work environment.

Cost (Identify all sources and amounts)  
$75,000  
Insurance Fund Commission.  
19-01-201-23-210-312  

Contract term (include all proposed renewals)  
One Year  

Type of award  
Fair/Open  

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 Bratti Greenan LLC 1010 Broad Street, Suite 104, Shrewsbury, New Jersey 07702 ("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 confer jurisdiction 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

Bratti Greenan, LLC

WITNESS:

By:
Firm:
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated [date], 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: ________
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Owner (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 prohibit 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, damages, or expenses of whatever kind or nature arising out of or asserted to arise out of the alleged violation. The contractor shall, on its own expense, defend and pay any and all charges, costs and 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 any 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 claims 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 him under any other provisions of the Agreement or otherwise at law.

Representative's Name: Dominic Bratt, Managing Member
Representative's Signature: [Signature]
Name of Company: Bratt Greenan, LLC
Tel. No.: 732-858-2711
Date: 3/3/19
EXHIBIT A (Continued)

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 conformance 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.A.S. 10:5:31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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.A.S. 10:5:31 and N.J.A.C. 17:27.

Representative's Name/Title ( Proudly)
Dominick Bratt, Managing Member
Representative's Signature
[Signature]
Name of Company
Bratt Greenan LLC
Tel. No. 732-853-7111 Date: 3/28/19
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Braiti Greene LLC
Address: 1040 Broad St, Ste 104, Shrewsbury, NJ
Telephone No.: 732-852-2711
Contact Name: Donna Buschio

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Breit Greenan LLC
Address: 1040 Broad St, Ste 104, Somersby, NJ
Telephone No.: 732-852-2711
Contact Name: Donna Busichio

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 Bratt Greenan LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding September 23, 2008** (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 Bratt Greenan 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: Bratt Greenan LLC

Signed: [Signature] Title: Managing Member

Print Name: Dominick Bratt Date: 3/28/2019

Subscribed and sworn before me this 28th day of March, 2019.

My Commission expires: June 23, 2023

(People of the State of New Jersey)

Dominick Bratt, Managing Member

(Affiant)

Notary Public, State of New Jersey

**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 committees, 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(b), (c) and (e).

<table>
<thead>
<tr>
<th>Steven Pulup 2021</th>
<th>Mira Prioz-Acey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavaro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dominick Boetti</td>
<td>12 Aberdeen Rd, Scotch Plains, NJ 07076</td>
</tr>
<tr>
<td>Amanda G. Gajan</td>
<td>41 Stonehenge Dr, Lincoln, NJ 07038</td>
</tr>
</tbody>
</table>

Part III – 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: Boetti, Gajan, Inc.
Signature of Affiant: [Signature]
Title: Manager / Member
Printed Name of Affiant: Dominick Boetti
Date: March 25, 2019

Subscribed and sworn before me this 25th day of March, 2019.

(Witnessed or sworn by) Donna Buschke, Notary Public
State of NJ
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Bratti Brennan LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1940 Broad St., Suite 204</td>
</tr>
<tr>
<td>City:</td>
<td>Shrewsbury</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07702</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

[Signature] Bratti
Printed Name Dominick Bratti
Title Managing Member

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO ONE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[ ] Check here if the information is continued on subsequent page(s)
Taxpayer Identification# 824-373-117/000

Dear Business Representative;

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-8292.

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

TAXPAYER NAME:  BRATTI GREENAN LLC
TRADE NAME:  
ADDRESS:  12 ABERDEEN ROAD
          SCOTCH PLAINS NJ 07076
EFFECTIVE DATE:  02/13/18
SEQUENCE NUMBER:  2207791
ISSUANCE DATE:  02/13/18

DEPARTMENT OF TREASURY,
DIVISION OF REVENUE
702 STATE STREET
TRENTON, N J 08646-0292

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
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-2018 to 15-JUL-2025

BRATTI GREENAN, LLC
1040 BROAD STREET, STE 104
SHREWSBURY    NJ 07702

ELIZABETH MAHER MUOIO
State Treasurer
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-339
Agenda No. 10.2.14
Approved: APR 10 2019

TITLE:

RESOLUTION COMMEMORATING THE LIFE AND TIMES OF
SGT. MARCELLUS S. BROWN, SR.

WHEREAS, Sgt. Marcellus S. Brown, Sr. was born in Cowpens, South Carolina on March 18, 1919. He was one of James and Ora Brown's 8 children, sharing his childhood with siblings Edna Gaffney, Jessie Mae Brown, Boyce Brown, Alonia Alston, Juanita Nicholson and Elise Fitzpatrick (twins), and Wanda Reid Brown; and,

WHEREAS, Sgt. Marcellus S. Brown, Sr. was remembered as an unusually industrious youngster and by Marcellus' 12th birthday it was clear that he had dreams of leaving Cowpens for the big cities in the North far away from the tobacco and cotton and the Jim Crow South; and

WHEREAS, Shortly after he moved north to Washington DC, the United States entered World War II. Marcellus willingly volunteered for duty with the 92nd Infantry Division, following in the footsteps of an uncle who had served with the 92nd Division in the Spanish American War; and,

WHEREAS, The 92nd Infantry division was organized in October 1917, after the U.S. entry in World War I, at Camp Funston, Kansas, with African American soldiers from all states. In 1918, the American buffalo was selected as the divisional insignia due to the "Buffalo Soldiers" nickname given to African American cavalrymen by Native Americans in the 19th century. The regiment was still based in Fort Huachuca, Arizona when Sgt. Marcellus Brown joined the Division. In the segregated armed forces, all black combat units were rare. The 92nd was the only African American division to see combat during WW II, as part of US Fifth Army; and,

WHEREAS, Sgt Marcellus S. Brown, Sr. was a squad leader when his unit was sent to battle in Italy from 1944 to 1945. During the Battle for control of Massa, Italy, Sgt Brown's squad encountered a German emplacement that impeded Sgt. Brown's unit as it advanced toward the town of Massa. Sgt. Brown was wounded by a German machine gun round. Despite losing several members of his squad and ignoring his wounds, Sgt Brown led his squad up an embankment where they overpowered the German soldiers. For his bravery and service, Sgt. Brown was awarded the Purple Heart, the American Theater Service Medal and the Combat Infantry Badge among other honors; and,

WHEREAS, Sgt. Marcellus S. Brown, Sr. moved to Jersey City in 1962 and became a master butcher in New York City. One of the first African Americans to join his trade union, Sgt. Brown helped others who were interested in his trade and a number of young men were able to advance because of Sgt. Brown's efforts; and,

WHEREAS, Sr. Marcellus S Brown, Sr. married the former Joyce Mitchell, the love of his life and until her passing in 2011 shared 50 wonderful years together. He is survived by the couples four children: Marcellus Brown, Jr., Loreta O. Johnson, Alice M. Fresno (Alexander C. Frazier) and Boyce M. Brown (Sharifa Brown). Sgt. Brown is also survived by 10 grandchildren, 6 great-grandchildren, nieces, nephews and other family and friends; and,

WHEREAS, Sgt. Marcellus S. Brown, Sr. passed away on March 22, 2019 in Jersey City, NJ. just four days after he celebrated his 100th birthday. Sgt. Marcellus S. Brown Sr. was one of the last of the Buffalo Soldiers still living today.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council hereby commemorate Sgt. Marcellus S. Brown, Sr.'s service to our country and his inspirational life. May the memory of his life serve as a comfort to his family and friends as they mourn his passing.

APPROVED:

APPROVED:

CERTIFICATION

APPROVED AS TO LEGAL FORM

APPROVED: 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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✓ Indicates Vote

N.V.—Not Voting (Abstain)

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

[Signatures]

Robert R. Lavarr, Jr., President of Council

[Signature]

Robert Byrnes, City Clerk
RESOLUTION CELEBRATING BISHOP-DESIGNATE
DR. JOSHUA RODRIGUEZ

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

WHEREAS, Dr. Joshua Rodriguez and his wife Paula are the Senior Pastors of The Cityline Church, one of the fastest growing bilingual led ministries in the Northeast; and,

WHEREAS, in 1996 after 10 years on Wall Street, Dr. Joshua Rodriguez was called to enter ministry full time so he could dedicate his life to improving the quality of life for people globally; and,

WHEREAS, as part of his ministry Dr. Joshua Rodriguez was the first Hispanic Police Chaplin in Jersey City, served as a member of the Governor’s Hispanic Advisory Council for Policy Development, the Financial Literacy Task Force, and the statewide Latino Task force; and,

WHEREAS, Dr. Joshua Rodriguez is also the Vice President of The National Latino Evangelical Coalition, NALEC, an advocacy group that focuses on improving the quality of life of all people by addressing national and global issues; and

WHEREAS, Dr. Joshua Rodriguez holds a Bachelor of Science in Organizational Management and a Doctoral degree in Global Leadership from Nyack College, graduated with honors from the Alliance Theological Seminary with a Masters of Divinity degree and was awarded their Alumnus of the Year Award in 2009 for his leadership and outstanding ministry, and is on the Omicron Psi National Honor Society; and

WHEREAS, Dr. Joshua Rodriguez and his wife Paula have inspired and empowered thousands of people from around the world including their dedicated congregation here in Jersey City at The Cityline Church.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby celebrate with The Cityline Church congregation at the Consecration Service of Bishop-Designate Dr. Joshua Rodriguez on Tuesday, April 2nd 2019; and,

BE IT FURTHER RESOLVED that all the Members of the Jersey City Municipal Council wish Dr. Joshua Rodriguez continued success in his Ministry to his flock and to all the people whom he is blessed to encounter.

APPROVED:

Business Administrator
Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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N.V.-Not Voting (Abstain)

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

Rolando H. Lavaro, Jr., President of Council

Robert Syme, City Clerk
RESOLUTION ACCEPTING THE TAX ASSESSOR'S RECOMMENDATION ON AN APPEAL TO EXCLUDE CERTAIN PROPERTY IN THE WEST SIDE AVENUE SPECIAL IMPROVEMENT DISTRICT

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, COB Gas Services, Inc. is the owner in fee title to the premises known as Block 18520 Lot 27 as shown on the official tax map of the City of Jersey City and further described as 2379 Kennedy Blvd., Jersey City; and

WHEREAS, on December 24, 2018 under City Ordinance 18-131, the City of Jersey City has created the West Side Avenue Improvement District to improve and revitalize the West Side Avenue shopping district and its environs; and

WHEREAS, the West Side Avenue Special Improvement District covers properties along West Side Avenue from Stegman Parkway to Fayette Avenue and from Kennedy Blvd., to Route 440 along Communipaw Avenue; and

WHEREAS, COB Gas Services, Inc has appealed the inclusion of its property pursuant to Section 69-72 on December 24, 2018; and

WHEREAS, the Tax Assessor of the City of Jersey City has held an informal hearing on the appeal that the subject property be excluded from the Special Improvement District; and

WHEREAS, on March 11, 2019, the Tax Assessor has sent a recommendation to the members of the Municipal Council; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City hereby accepts the Tax Assessor's recommendation denying the appeal filed by COB Gas Services, Incorporated.

APPROVED: / /_ Business Administrator
APPROVED: / /_ Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

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Initiator

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<tr>
<th>Department/Division</th>
<th>Office of the City Assessor</th>
<th>Office of the City Assessor</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Ed Toloza</td>
<td>Assessor</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Pxt.4707</td>
<td><a href="mailto:Edward@icnj.org">Edward@icnj.org</a></td>
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</table>

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

Resolution Purpose

The attached Resolution requests the Municipal Council to accept the recommendation of the Tax Assessor regarding an appeal filed to exclude certain property in the West Side Avenue Special Improvement District.

I certify that all the facts presented herein are accurate.

Signature of Department Director | Date

[Signature] | 9/6/19
Background

The owner of COB Gas Services, Inc., a gas service station located at 2379 John F. Kennedy Boulevard, is appealing the inclusion of his property in the newly established West Side Avenue Special Improvement District.

In 2013, the City of Jersey City commissioned JGSCGROUP, a marketing group that provides marketing studies for the private and public sector, to conduct an market analysis and make recommendations on how to improve and revitalize the West Side Avenue neighborhood shopping district. JGSCGROUP recommended, among other things, that the City of Jersey City create a Special Improvement District to improve and revitalize the West Side Avenue neighborhood shopping district.

On December 24, 2018, the Jersey City Municipal Council passed Ordinance 18-131 creating the West Side Avenue Special Improvement District (“District”). The District’s boundaries cover, along West Side Avenue, from the south, Stegman Parkway to the north, at Fayette Avenue and intersecting sections of Communipaw Avenue, from the East, Route 440 and Communipaw Avenue and to the West, Communipaw Avenue and Kennedy Boulevard.

COB Gas Services, Inc.’s appeal followed.

Ordinance 18-131, section 69-72, states in part, “Any owner of property included within the Special Improvement District and subject to the assessing and taxing provisions of this Article may appeal to the Tax Assessor of the City of Jersey City requesting to be excluded from the District and from any assessment and taxing provisions of this Article.”
The Owner has requested an informal hearing, arguing that his property should not be included in the District.

On February 27, 2019, pursuant to Ordinance 18-131, section 69-72, the City Assessor held an informal hearing. The subject property under appeal is identified as Block 18302 Lot 27 on the tax map of the City of Jersey City, also known as 2379 Kennedy Boulevard, Jersey City, New Jersey. It is located on the most eastern tip of the District’s boundaries, the corner Communipaw Avenue and Kennedy Boulevard. It has entrances on both Kennedy Boulevard and Communipaw Avenue. The property is an Exxon gas service station owned by COB Gas Services, Inc. There were two witnesses who testified that subject property should be excluded from the Special Improvement District.

Witnesses for COB Gas Services, Inc., include in addition to the counsel, Robert Beckelman, Esq., were Brian Balahadia, a principal of COB Gas Services, Inc., and David Tobias, a Sales Associate connected with Liberty Realty.

Owner’s arguments

During the hearing, the owner argued that his property should not be included in the District because the address of the property fronts on 2379 Kennedy Boulevard, not along Communipaw Ave; the property is one half mile from West Side Avenue; most customers being serviced by the station are out of towners; Gas pumps were intended to service Kennedy Boulevard vehicular traffic; the property will not benefit from Special Improvement District; the City mistakenly used Kennedy Boulevard and Communipaw Avenue to calculate the linear footage; and only retail owners will benefit from Special Improvement District.

Recommendation

I find the arguments presented by the owner to be unpersuasive. With regard to the argument that the property has a Kennedy Boulevard address, the assessment on the subject property centers only along Kennedy Boulevard and it does not include linear front footage on Communipaw Avenue.

With regard to the balance of his arguments, the owner has not provided any evidence that only retail businesses will benefit from the improvement
An improvement district creates a pool of resources that no single business can duplicate to increase the economic activity in the district.

The purposes of the Ordinance that established the West Side Special Improvement District is to promote economic growth and employment, foster and encourage self-help programs and self-help financing, have the District management implement and manage programs and carry out local needs, goals and objectives. The special improvement districts provide the mechanism for the neighborhood businesses to organize as a single entity to improve the economic, physical and social well-being of the district. It is a collective, organized response to problems besetting the business community and provide opportunities to mitigate such issues.

New Jersey has witnessed the growth of improvement districts estimated in 67 municipalities in 19 counties. Jersey City has formed five (6) improvement districts throughout the City: Central Avenue SID, Exchange Place SID, Historic Downtown SID, Jackson Hill SID, Journal Square SID, and McGinley Square SID. The districts have been successful in carrying out their goals and objectives.

For the reasons stated herein, the Tax Assessor recommends that the owner’s appeal be denied.
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-342
Agenda No. 10.2.2
Approved: APR 10 2019

TITLE:

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NATIONAL LEAGUE OF CITIES (NLC)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the National League of Cities ("NLC") has selected eight cities across the United States to join their Leadership in Community Resilience Program; and

WHEREAS, the City of Jersey City ("the City") was selected as one of those eight cities for the NLC’s 2019 Policy and Exchange grant; and

WHEREAS, the City will receive a grant in the amount of $10,000.00; and

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

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 the agreement attached hereto in connection with the NLC Leadership in Community Resilience Program;

2. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations that pertain to the grant; and;

3. the Office of Management and Budget is authorized to set up an account for the Leadership in Community Resilience Grant in the amount of $10,000.00.

APPROVED:  

APPROVED AS TO LEGAL FORM  

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ ✓ ✓ PRINZ-AREY ✓ ✓ ✓ BOGGIANO ✓ ✓ ✓

✓ Indicates Vote

N.V. = Not Voting (Abstain)

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

Rosenberg L. Lavravo, 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

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NATIONAL LEAGUE OF CITIES (NLC)

Project Manager

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<th>Department/Division</th>
<th>Health &amp; Human Services</th>
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<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
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<tr>
<td>Phone/email</td>
<td>(201) 547 6569</td>
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<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a></td>
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Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution accepts a grant from the National League of Cities (NLC) for urban community resiliency.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

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Type of award Grant awards

If “Other Exception”, enter type

Additional Information

Jersey City is one of only 8 municipalities across the country to receive this award. There is no requirement for matching funds.

I certify that all the facts presented herein are accurate.

Signature of Department/Director  Date

4/3/19
I am delighted to inform you that the City of Jersey City has been selected by the National League of Cities (NLC) to join the Leadership in Community Resilience program.

Resilience has increasingly been embraced as a comprehensive, pro-active framework to reduce risk and improve operations within the private sector and at all levels of government. The purpose of this program is to develop and advance the emerging city-level models for pursuing resilience objectives.

As one of eight cities in the 2019 program cohort, NLC is excited to work with your local elected officials, city staff and community partners. The program includes four main components:

- **A Policy and Practice Exchange:** Each month, NLC staff will spend time with you individually to discuss and plan your project. NLC will also host monthly webinars which will allow you to discuss your goals and solicit feedback from the other participants in the group; gain knowledge and expertise in urban resilience issues. These calls and webinars will help NLC staff connect you with your peers, outside expertise and national partners who may be able to provide additional services on a pro-bono basis.

- **A grant in the amount of $10,000 to support one or more local or mayoral-level resilience events.** These will be designed to catalyze action, raise awareness, or engage the public as you move through your resilience planning process. Depending on your project focus and needs, the funding may be used towards supporting public engagement processes, staff training, or project implementation. NLC staff will be available to help you formulate the scope of the event(s), travel to your city to participate, document results, and promote the outcomes to local media (if relevant).

- **An invitation for the mayor and one city staffer to attend a resilience summit, (date/location TBD) hosted in partnership with the Urban Land Institute and U.S. Green Building Council**

- **New research, leadership training, and education materials:** The lessons learned and case studies from this program will be collected to share with other cities across the country. At the conclusion of the program, lessons from project case studies will be curated into a written report as well as workshop curricula for in-person conferences.

---

1 This program is supported by the National Fish and Wildlife Foundation.
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

By accepting this grant, both NLC and the City of Jersey City agree to the roles and responsibilities enumerated on the following page.

Sincerely,

Cooper Martin
Program Director, Sustainability
National League of Cities
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

Participant Agreement Form — Roles and Responsibilities

NLC will:

- Engage each of the eight cohort cities on topics that address the learning goals for this project.
- Host and facilitate regular webinars for the entire group as well as individualized calls for participants in the project.
- Respond to emerging questions from city leaders and connect them to resources and national experts, as needed.
- Using information obtained from previous cohorts, summarize insights and lessons learned and develop recommendations for future work for municipalities to improve resilience.
- Provide $10,000 in grant funding to support one or more local resilience-leadership events, help identify and confirm potential speakers and participants as necessary, and send at least one NLC staff to support or facilitate the event.
- Provide an invitation to an elected official to attend a resilience summit, hosted in partnership with the Urban Land Institute and U.S. Green Building Council.

The cohort cities will:

- Designate a lead point person responsible for corresponding with NLC staff throughout the technical assistance period; and act as a peer resource to additional cities interested in community resilience topics.
- Share information, as requested by NLC, on topics that address the learning goals for this project.
- Participate fully in monthly webinars and individual calls. NLC staff will be available for more communication if desired.
- Use $10,000 in grant funding provided by the NLC to host one or more local resilience events that substantively contribute to your local climate preparedness or adaptation goals. Suggested uses include, but are not limited to:
  - Cross-departmental resilience workshops for senior city staff
  - Public engagement forums to promote awareness and foster whole-community resilience with historically underrepresented communities
  - Regional resilience workshops to coordinate planning or implementation efforts among multiple municipalities
- Provide a short, monthly report on the progress of the project.
- Provide a summary report upon conclusion of the grant on the outcomes of the program, its effectiveness, as well as lessons learned and recommendations that will aid future work in this area.
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

Participant Agreement Form – Endorsement and Points of Contact

By signing below, the City of Jersey City agrees to the above participation expectations for the Leadership in Community Resilience project.

**Mayor, City Manager, or other Senior Executive’s name:**

Signed:

Email address:
Phone number:

**Lead point of contact:**

Signed:

Email address:
Phone number:

If applicable, please list the contact information of other city staff or community partners who will participate in the project on behalf of the city by means of attending monthly conference calls and other peer-learning activities.

Additional contact:
Email address:
Phone number:

Additional contact:
Email address:
Phone number:
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

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- **New research, leadership training, and education materials:** The lessons learned and case studies from this program will be collected to share with other cities across the country. At the conclusion of the program, lessons from project case studies will be curated into a written report as well as workshop curricula for in-person conferences.

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- Designate a lead point person responsible for corresponding with NLC staff throughout the technical assistance period; and act as a peer resource to additional cities interested in community resilience topics.
- Share information, as requested by NLC, on topics that address the learning goals for this project.
- Participate fully in monthly webinars and individual calls. NLC staff will be available for more communication if desired.
- Use $10,000 in grant funding provided by the NLC to host one or more local resilience events that substantively contribute to your local climate preparedness or adaptation goals. Suggested uses include, but are not limited to:
  - Cross-departmental resilience workshops for senior city staff
  - Public engagement forums to promote awareness and foster whole-community resilience with historically underrepresented communities
  - Regional resilience workshops to coordinate planning or implementation efforts among multiple municipalities
- Provide a short, monthly report on the progress of the project.
- Provide a summary report upon conclusion of the grant on the outcomes of the program, its effectiveness, as well as lessons learned and recommendations that will aid future work in this area.
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

Participant Agreement Form – Endorsement and Points of Contact

By signing below, the City of Jersey City agrees to the above participation expectations for the Leadership in Community Resilience project.

Mayor, City Manager, or other Senior Executive’s name:

Signed:

Email address:
Phone number:

Lead point of contact:

Signed:

Email address:
Phone number:

If applicable, please list the contact information of other city staff or community partners who will participate in the project on behalf of the city by means of attending monthly conference calls and other peer-learning activities.

Additional contact:
Email address:
Phone number:

Additional contact:
Email address:
Phone number:
I am delighted to inform you that the City of Jersey City has been selected by the National League of Cities (NLC) to join the Leadership in Community Resilience program. I

Resilience has increasingly been embraced as a comprehensive, pro-active framework to reduce risk and improve operations within the private sector and at all levels of government. The purpose of this program is to develop and advance the emerging city-level models for pursuing resilience objectives.

As one of eight cities in the 2019 program cohort, NLC is excited to work with your local elected officials, city staff and community partners. The program includes four main components:

- **A Policy and Practice Exchange**: Each month, NLC staff will spend time with you individually to discuss and plan your project. NLC will also host monthly webinars which will allow you to discuss your goals and solicit feedback from the other participants in the group; gain knowledge and expertise in urban resilience issues. These calls and webinars will help NLC staff connect you with your peers, outside expertise and national partners who may be able to provide additional services on a pro-bono basis.

- **A grant in the amount of $10,000** to support one or more local or mayoral-level resilience events. These will be designed to catalyze action, raise awareness, or engage the public as you move through your resilience planning process. Depending on your project focus and needs, the funding may be used towards supporting public engagement processes, staff training, or project implementation. NLC staff will be available to help you formulate the scope of the event(s), travel to your city to participate, document results, and promote the outcomes to local media (if relevant).

- **An invitation for the mayor and one city staffer to attend a resilience summit, (date/location TBD) hosted in partnership with the Urban Land Institute and U.S. Green Building Council**

- **New research, leadership training, and education materials**: The lessons learned and case studies from this program will be collected to share with other cities across the country. At the conclusion of the program, lessons from project case studies will be curated into a written report as well as workshop curricula for in-person conferences.

---

1 This program is supported by the National Fish and Wildlife Foundation.
Leadership in Community Resilience:
A Policy and Practice Exchange Grant
Timeframe: February 2019 through Dec 2019

By accepting this grant, both NLC and the City of Jersey City agree to the roles and responsibilities enumerated on the following page.

Sincerely,

Cooper Martin
Program Director, Sustainability
National League of Cities
Leadership in Community Resilience:  
A Policy and Practice Exchange Grant  
Timeframe: February 2019 through Dec 2019

Participant Agreement Form – Roles and Responsibilities

NLC will:

- Engage each of the eight cohort cities on topics that address the learning goals for this project.
- Host and facilitate regular webinars for the entire group as well as individualized calls for participants in the project.
- Respond to emerging questions from city leaders and connect them to resources and national experts, as needed.
- Using information obtained from previous cohorts, summarize insights and lessons learned and develop recommendations for future work for municipalities to improve resilience.
- Provide $10,000 in grant funding to support one or more local resilience leadership events, help identify and confirm potential speakers and participants as necessary, and send at least one NLC staff to support or facilitate the event.
- Provide an invitation to an elected official to attend a resilience summit, hosted in partnership with the Urban Land Institute and U.S. Green Building Council.

The cohort cities will:

- Designate a lead point person responsible for corresponding with NLC staff throughout the technical assistance period; and act as a peer resource to additional cities interested in community resilience topics.
- Share information, as requested by NLC, on topics that address the learning goals for this project.
- Participate fully in monthly webinars and individual calls. NLC staff will be available for more communication if desired.
- Use $10,000 in grant funding provided by the NLC to host one or more local resilience events that substantively contribute to your local climate preparedness or adaptation goals. Suggested uses include, but are not limited to:
  - Cross-departmental resilience workshops for senior city staff
  - Public engagement forums to promote awareness and foster whole-community resilience with historically underrepresented communities
  - Regional resilience workshops to coordinate planning or implementation efforts among multiple municipalities
- Provide a short, monthly report on the progress of the project.
- Provide a summary report upon conclusion of the grant on the outcomes of the program, its effectiveness, as well as lessons learned and recommendations that will aid future work in this area.
Participant Agreement Form – Endorsement and Points of Contact

By signing below, the City of Jersey City agrees to the above participation expectations for the Leadership in Community Resilience project.

Mayor, City Manager, or other Senior Executive’s name:

Signed:

Email address:
Phone number:

Lead point of contact:

Signed:

Email address:
Phone number:

If applicable, please list the contact information of other city staff or community partners who will participate in the project on behalf of the city by means of attending monthly conference calls and other peer-learning activities.

Additional contact:
Email address:
Phone number:

Additional contact:
Email address:
Phone number:
RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on November 12, 2014, awarded a three (3) year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of January 1, 2015; and

WHEREAS, the contract provides the City with options to renew it for two (2) additional one (1) year terms; and

WHEREAS, Resolution 18-501, approved on May 23, 2018, renewed the contract for an additional one year effective January 1, 2018; and

WHEREAS, the City desires to exercise its second and final option and renew the contract for an additional one (1) year term effective January 1, 2019; and

WHEREAS, this contract is concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City.

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 contract award to the Jersey City Medical Center to provide BLS ambulance services is ratified;

2) The term of the contract is one (1) year effective as of January 1, 2019 and the contract is at no cost to the City;

3) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the renewal contract attached hereto;

4) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

5) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

6) The award of this contract shall be subject to the condition that the Jersey City Medical Center provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

WITHEADN

Record of Council Vote On Resolution Res. 19-343

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<th>Nay</th>
<th>N.V.</th>
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<th>Aye</th>
<th>Nay</th>
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<th>N.V.</th>
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✓ Indicates Vote

Record of Council Vote

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

Rolando R. Lavano, 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

<table>
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<th>RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES</th>
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Project Manager

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<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
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<td>Phone/email</td>
<td>547-5147</td>
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</table>

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

Contract Purpose

The City has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors. The City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on Nov. 12, 2014, awarded a 3 year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of Jan. 1, 2015. The contract provides the City with options to renew it for two additional one year terms. Resolution 18-501, approved on May 23, 2018, renewed the contract for one year effective as of Jan. 1, 2018. The City desires to exercise its second and final option and renew the contract for an additional one year term effective Jan. 1, 2019. This contract is a concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| No Cost to the City (Concession Contract) | One year effective Jan. 1, 2019 |

Type of award

| Competitive Contracting |

If “Other Exception”, enter type

|  |

Additional Information

|  |

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
RENEWAL AGREEMENT TO PROVIDE BASIC LIFE SUPPORT AMBULANCE SERVICES

This Renewal Agreement is made this ______ day of ____________, 2019 between the City of Jersey City ("City") and the Jersey City Medical Center ("JCMC" or "Contractor")

WHEREAS, the City of Jersey City (City) has a need to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and Resolution 14.715, approved on November 12, 2014, awarded a three (3) year contract to the Jersey City Medical Center to provide BLS ambulance services effective as of January 1, 2015; and

WHEREAS, the contract provided the City with options to renew the contract for two (2) additional one (1) year terms; and

WHEREAS, Resolution18-501, approved on May 23, 2018, renewed the contract for an additional one year effective January 1, 2018; and

WHEREAS, the City desires to exercise its second and final option and renew the contract for an additional one (1) year term; and

WHEREAS, this contract is concession contract and the Jersey City Medical Center provides BLS ambulance services at no cost to the City; and

WHEREAS it is necessary to ratify this Renewal Agreement effective as of January 1, 2019.

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

1. The contract to provide BLS ambulance services is renewed effective as of January 1, 2019.

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Agreement dated January 1, 2015, which is attached hereto as Exhibit “A” and incorporated herein by reference, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and the Jersey City Medical Center have executed this Renewal Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

JERSEY CITY MEDICAL CENTER

RR
4-4-19
AGREEMENT

AGREEMENT made as of the 1st day of January 2015 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and the JERSEY CITY MEDICAL CENTER, located at 355 Grand St., Jersey City, New Jersey 07302 (“JCMC” or “Contractor”).

WHEREAS, the City has a need to provide Basic Life Support Emergency Ambulance Services (“BLS Services”) to residents, commuters and visitors of Jersey City; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(3)(f) authorizes the use of competitive contracting for the procurement of emergency medical services; and

WHEREAS, Resolution No. 13-663 approved on September 25, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for providing BLS Services in Jersey City; and

WHEREAS, on June 26, 2014 the City publicly advertised a request for proposals, and on July 30, 2014 received proposals from McCabe Ambulance Service, Inc. and from the Jersey City Medical Center; and

WHEREAS, a committee appointed pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report recommending that the City award the BLS Services contract to the JCMC; and

WHEREAS, Resolution 14-715 approved on November 12, 2014 authorized this Agreement between the City and the Contractor;

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

1
ARTICLE I
Purpose of Agreement

1. The purpose of this Agreement is for Contractor to provide BLS Services to residents, commuters, and visitors of Jersey City.

ARTICLE II
Scope of Services

2. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) dated June 26, 2014, the Addenda issued by the City on July 9, 2014 and July 14, 2014 ("Addenda"), and the Contractor's Proposal received by the City on July 30, 2014 ("Contractor's Proposal"), which are attached hereto and incorporated herein by reference ("RFP Contract Documents"). The contract consists of this Agreement and the RFP Contract Documents. This Agreement and the RFP 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 RFP Contract Documents, the provisions of this Agreement shall govern over the provisions of the RFP Contract Documents, and the provisions of the Addenda shall govern over the RFP, and the RFP shall govern over the Contractor's Proposal.

3. The contract term is for three (3) years effective as of January 1, 2015, and the City shall have the option to renew the contract for two (2) additional one (1) year terms.

4. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

5. In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be responsible for determining the means and methods of performing the services described in the Scope of Services.
ARTICLE IV
Compliance

6. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care required as per:

a. The City’s RFP dated June 26, 2014;

b. The Contractor’s proposal received July 30, 2014;

c. Local, state or federal laws, regulations or codes, including but not limited to, all Medicare and Medicaid laws and/or regulations concerning transport of patients to the Closest Appropriate Facility; and

d. Reasonable and customary professional practices and standards with regard to the provision of BLS Services and the emergency transport of patients, including, but not limited to:

i. Contractor shall take patients to the Closest Appropriate Facility, as defined herein, taking into consideration the patient condition, patient preference and distance to the hospital.

ii. The following definitions shall apply:

1. “Appropriate Facility” shall mean: an institution that is generally equipped to provide the needed hospital care for the illness or injury involved, a physician or a physician specialist is available to provide the necessary care required to treat the patient’s condition, and a bed is available for the patient. See 42 C.F.R. § 410.40(e) and Medicare Benefits Policy Manual, Ch. 10-Ambulance Services § 10.3.6; and

2. “Closest” shall mean: the hospital that is geographically nearest to the location where the ambulance physically picks up a patient as determined by GPS.

iii. The Contractor must utilize the most current regulations, codes, policies, best practices and protocols regarding transporting patients with special service needs, such as trauma, stroke or myocardial infarction, including, but not limited to, the New Jersey Administrative Code and the most current edition of the NJEMS Field Guide, made available by the New Jersey Department of Health and Senior Service Office of Emergency Medical Services.

iv. In the case of sexual assault, transport shall be to the Closest
Appropriate Hospital in accordance with the most current edition of the New Jersey Attorney General Standards for providing Services to Victims of Sexual Assault.

v. If the patient expresses a preference for a particular hospital, Contractor may transport the patient to said hospital even if not the Closest, as permitted under local, state or federal laws or regulations.

**ARTICLE V**

**Reports, Monitoring and Audit**

7. Contractor shall comply with all reporting requirements set forth in the RFP, Section 3.4.2., “Records and Reports”. During the term of this Agreement, to the extent permitted under applicable law, Contractor shall prepare reports of the following information on a monthly basis, provide such information to the public upon request, and make reasonable and good-faith efforts to provide such information on the Contractor’s website on a quarterly basis:

a. General pick-up location

b. General diagnosis at scene

c. Drop-off location

d. Payor Source (Medicaid, Medicare, or Other, as reported by the patient, if available). If Payor Source is unavailable, Contractor shall note the reason for same.

8. As per RFP, Section 3.4.3, Contractor shall reply to all complaints of service received within one (1) week.

9. The City shall have the right to conduct periodic and/or unscheduled program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. During an audit, upon request by the City, Contractor shall identify each transport that was not to the Closest Appropriate Facility and the reason for such transport, including objective documentation supporting the decision not to transport to the Closest Appropriate Facility.

10. The Contractor agrees to cooperate fully with the City in the monitoring of this Agreement.

11. The provisions of Article V, Section 7, shall take effect on July 1, 2015.
ARTICLE VI
Compensation and Payment

12. In consideration for the award of this concession, as indicated in Contractor’s proposal received July 30, 2014, the Contractor shall perform this contract at no cost to the City during the term of this contract and for any term extensions. The Contractor will be responsible for all expenses incurred in providing BLS Services.

ARTICLE VII
Insurance

13. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

   a. Comprehensive General Liability in the minimum amount of $2,000,000 per occurrence. Insurance certificate must name the City as an additional insured.

   b. Automobile Liability in the amount of $2,000,000. Insurance certificate must name the City as an additional insured.

   c. Medical Malpractice-Professional Liability in the minimum amount of $2,000,000 per occurrence.

   d. Workmen’s Compensation Insurance in the statutory amount and Employer’s Liability in the minimum amount of $1,000,000.

14. Contractor agrees to procure and maintain insurance of the kinds and in the amounts provided above with 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.

15. Before commencing the work, Contractor shall furnish the City certificates of each insurance.

16. The insurance policies described in this Article shall be kept in force for the term of the contract, including any extensions thereto.
ARTICLE VII
Termination

17. Failure to follow the specifications set forth herein, as may be amended through agreement of both parties, may constitute a breach of the contract. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, the Contractor may cancel the contract by providing 90 days written notice to the City. The City reserves the right to cancel the contract for cause or for convenience by providing 90 days written notice to the Contractor.

ARTICLE IX
Arbitration

18. Any disputes or claims arising out of this Agreement or breach thereof shall be decided upon by a mutually-agreed single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for this award.

19. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE X
Indemnity

20. The Contractor shall indemnify and hold harmless the City, its agents, servants, and/or employees from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE XI
Entire Agreement

21. This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on
either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

22. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XII
Assignment

23. Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XIII
Notice

24. All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert J. Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

Joseph F. Scott
President and CEO
Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302

With a copy to:

Jeremy Farrell
Corporation Counsel
City Hall
280 Grove Street
Jersey City, NJ 07302

John P. Lacey, Esq.
Connell Foley LLP
85 Livingston Avenue
Roseland, NJ 07068

David A. Mebane, Esq.
Senior Vice President and General Counsel
Barnabas Health
95 Old Short Hills road
West Orange, NJ 07052
ARTICLE XIV
Compliance with Affirmative Action Plan

25. a. If the Agreement exceeds $36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

b. This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

   i. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit 7B0 and is incorporated herein by reference.

   ii. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $36,000.00).

ARTICLE XV
New Jersey Business Registration Requirements

26. 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, or before the end of the contract term, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

   For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

   A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e, or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest: 

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Robert J. Kakoleski, Business Administrator

Attest: 

JERSEY CITY MEDICAL CENTER

By: [Signature]

10
RESOLUTION APPOINTING CONSTANCE S. LUDDEN AS TAX COLLECTOR OF THE CITY OF JERSEY CITY

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:9-141 authorizes the appointment of a municipal tax collector, whose term shall begin on January 22, 2019, and

WHEREAS, the Council considers Constance S. Ludden well qualified to fill the office of Municipal Tax Collector.

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

1. Constance S. Ludden is appointed Tax Collector of the City of Jersey City pursuant to N.J.S.A. 40A:9-141; and

2. Her term shall commence on January 22, 2019 and end on December 31, 2021 by which Constance S. Ludden will fulfill the remainder of her predecessor’s term which expires on December 31, 2021

APPROVED:__________________________

APPROVED AS TO LEGAL FORM

Business Administrator

CORPORATE SEAL

APPROVED:__________________________

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASS:

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<th>N.V.</th>
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N.V.-Not Voting (Abstain)

Indicates Vote

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

Rolando R. Laviano, Jr., President of Council

Robert Byrne, City Clerk
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**Full Title of Ordinance/Resolution**

| RESOLUTION APPOINTING CONSTANCE S. LUDDEN AS TAX COLLECTOR OF THE CITY OF JERSEY CITY |

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**Initiator**

<table>
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<tr>
<th>Department/Division</th>
<th>Mayor's Office</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Steven M. Fulop</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

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

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**Resolution Purpose**

The purpose of this resolution is to appoint Constance S. Ludden as Tax Collector.

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I certify that all the facts presented herein are accurate.

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Signature of Department Director  
Date
February 7, 2019

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

Re: Appointment of Tax Collector

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 Constance S. Ludden, beginning January 22, 2019 and expiring December 31, 2019 as Tax Collector of the City 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

SMF/igp
cc: Robert Byrne, City Clerk
Objective: To utilize my financial background and experience in the field of Municipal Tax Collection and Finance to maximum potential.

Experience:

September 2015-Present Tax & Utility Collector, Borough of Highland Park, Middlesex County

All duties associated with the position of Tax Collector. All functions of Water & Sewer Utility including but not limited to loading/unloading meter reading guns, calculation and mailing of bills, scheduling of meter readers and enforcement of delinquencies.

January 2010 – Present Municipal Tax Collection Consultant

Assistance provided to various agencies in the field of tax collection. I provided phone support, on-site hands-on assistance and/or direction via e-mail. Advice given to assist municipalities in more efficient ways to perform tasks that will boost the rate of collection and improve the overall financial position of said municipality. Additional assistance given in all areas of tax collection depending on the results of the analysis; including serving as statutory officer. Specialization offered in the area of on-line, electronic tax sale, having successfully held 4 electronic tax sales.

March 2014 – June 2016 Consultant Tax & Utility, Borough of North Plainfield, Somerset County

Analysis and action to balance and bill 2014 Utility charges that were calculated $950,000.00 under anticipation. Corrected and updated mis-matched accounts and reconciliation of charges. Preparation and performance of electronic/on-line tax sale. Re-structuring and re-organization of all files and personnel in the office. Continuing support given in the area of tax collection & sewer department complete with phone & e-mail availability.
Experience:

June 2012 - December 2013  Tax/Utility Collector/Tax Search Officer, Borough of Red Bank, Monmouth County

Duties included all phases of tax and utility collection, including re-alignment of office structure and employee responsibilities. Archived records from 1970's to current year, complete with labeling and submission to DARM for destruction. Full analysis of deductions and corrections as needed through the realignment of Tax Assessor’s records. Analysis of utility accounts billed for other jurisdictions and corrections made to ensure proper billing. Streamlined utility readings and procedures for final readings. Reviewed and corrected account numbers, billing procedures and increased revenue collections for utilities. Performed the first on-line electronic tax sale in the State of New Jersey, selling 100% and increased premium receipts by 50%.

January 2007 - January 2010  Collector of Revenue/Deputy Tax Collector/Tax Search Officer  Township of Edison, Middlesex County

Duties of Collector of Revenue focused on compliance of all Departments regarding 48 hour depository regulation, streamlining of receipt processing through central cashiering system and complete revamp of License and Permits division as well as the installation, maintenance and accounting of Edison Light Transit system. Duties of Deputy Tax Collector included all functions of the tax process in a State Fiscal Year municipality, including switching from State Fiscal Year to Transition Year and back to Calendar Year budget cycle. Wholly responsible for the development and implementation of on-line credit/debit, tax and utility payment system through JP Morgan Chase, as well as the accounting, reporting and posting functions. Complete conversion of Tax & Utility collections from Vital Computer Services to Edmunds. Increased percentage of collection to highest in past 20 years to over 99%. (Tax Collector maintained license and limited on-site hours) Supervision of 8 employees.

November 2003 – November 2006  Tax Collector/Tax Search Officer  City of Plainfield, Union County

Duties included all functions associated with the tax collection process in a State Fiscal Year municipality. Integration of PMUA (Plainfield Municipal Utilities Authority) delinquencies, from different software vendor, enabled complete tax sale of all delinquencies. Assisted in the preparation and sale of non-performing City owned properties via open public auction process. Reduced number of municipal liens, through assignment, foreclosure and strict enforcement, from 125 to 10. Established and maintained lien records and accounting procedures associated with Jones Act assignments. Supervision of 8 employees.
Licenses:
Notary Public of New Jersey (1993)
Certified Tax Collector (1984) #T-831
Real Estate Salesperson (1983)

Education:
Readington Township Elementary/Hunterdon Central High School
Thomas Edison State College (45 credits)
Rutgers University Courses in Tax Collection & Finance

References:
Anthony Cancro, Business Administrator
Township of Plainsboro (formerly of Edison Twp.)
641 Plainsboro Rd., Plainsboro, NJ 08536
(609) 799-0909 anthony.cancro@springfield-nj.us

Patrick DeBlasio, CFO
Borough of North Plainfield
263 Somerset St., North Plainfield, NJ 07060
(732) 979-3702 pdeblasio@npmail.org

Joseph Faccone, RMA Managing Partner
Samuel Klein & Company
1 Newark Center, Newark, NJ 07102
(973) 624-6100

Daphne Crum, Project Coordinator
Realauction.com
861 SW 78th Ave., Suite 102, Plantation, Fl. 33324
(954) 734-7400 dcrum@realauction.com
Resolution of the City of Jersey City, N.J.

Res. 19-345

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR HOME DELIVERED MEAL ("MEALS ON WHEELS") PREPARATION AND DELIVERY

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City ("the City") desires to award a contract to a vendor to prepare and deliver frozen meals to the Department of Health & Human Services for the Home-Delivered Meals ("Meals on Wheels") Program; and

WHEREAS, the Home-Delivered Meals Program is administered by the City's Department of Health & Human Services, Division of Food & Nutrition; and

WHEREAS, the City intends to procure one or more vendors for preparation and delivery of frozen meals for the Home-Delivered Meals Program; and

WHEREAS, N.J.S.A. 40A:11-4.1(g) authorizes the City to use competitive contracting to award a contract to a vendor or vendors who can provide the above described services; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to purchase meals and meal delivery for the Home-Delivered Meals Program administered by the Division of Food and Nutrition.

APPROVED:  

APPROVED:  

APPROVED:  

Certification Required  
Not Required  

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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.

Robert 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 USE OF COMPETETIVE CONTRACTING TO AWARD A CONTRACT FOR HOME DELIVERED MEAL (“MEALS ON WHEELS”) PREPARATION AND DELIVERY |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Food &amp; Nutrition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Angela Davis</td>
<td>Director/Director of Food &amp; Nutrition</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5838</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/ADavis@jcnj.org</td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This resolution permits the City to use competitive contracting for a new Meals on Wheels food vendor. This is the first time the City has used the RFP process for this contract.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SUSTAINABLE JERSEY TO DEVELOP AND IMPLEMENT A LEAD REDUCTION PLAN FOR JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("the City")’s Department of Health & Human Services, through the Division of Environmental Health, is responsible for eliminating lead poisoning, and identifying and addressing lead hazards in Jersey City; and

WHEREAS, the City’s lead prevention work is funded through the State of New Jersey Department of Health’s Childhood Lead Poisoning Prevention Program (CLPPP); and,

WHEREAS, the City’s Bureau of Healthy Homes, which is responsible for lead testing and mitigation, is in need of a long-term strategic plan for eliminating lead hazards in Jersey City, and has sought assistance in developing this plan; and,

WHEREAS, the New Jersey Department of Health suggested using One Hundred Fifty Thousand dollars ($150,000.00) from the funds issued to the City pursuant to the Childhood Lead Program childhood lead grant award to award a contract to Sustainable Jersey for the development of a childhood lead action module for the statewide Sustainable Jersey municipal certification program; and

WHEREAS, the New Jersey Department of Health suggested using Thirty Thousand dollars ($30,000.00) from the funds issued to the City pursuant to the Childhood Lead Program childhood lead grant award towards a pilot program with the College and Sustainable Jersey to test, vet, and demonstrate the new strategies that emerge from the related NJDOH/JC funded project to increase rates of lead screening and develop a local recognition program entitled “A Recognition and Support Program to Increase Lead Screening,”; and

WHEREAS, Sustainable Jersey is a 501c3 non-profit corporation that is administrated and staffed by The College of New Jersey (the “Contractor”) with offices located at The Sustainability Institute at The College of New Jersey, Forcina Hall 384, 2000 Pennington Road, Ewing, New Jersey 08628; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, “any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if […] (2) it is to be made or entered into with the United States of America, the State of New Jersey, county, or municipality, or any board, body, officer, agency, or authority thereof, or any other state or subdivision thereof”; and

WHEREAS, the City agrees to enter into a contract with Contractor wherein Contractor, through Sustainable Jersey, will recruit and manage a Lead Advisory Committee, research best practices, manage the action development and review process, plan and implement an outreach and education campaign, and develop marketing collateral to support the program; and
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SUSTAINABLE JERSEY TO DEVELOP AND IMPLEMENT A LEAD REDUCTION PLAN FOR JERSEY CITY

WHEREAS, funds are available for this contract in the account:

<table>
<thead>
<tr>
<th>Grant Account</th>
<th>PO#</th>
<th>Total Contract</th>
<th>Temporary Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-811-314</td>
<td>133242</td>
<td>$180,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

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

1. The term of the Agreement shall be effective for the date of April 15, 2019 through October 15, 2020.

2. The City is authorized to pay The College of New Jersey $150,000 for the development and implementation of a strategic plan for lead poisoning prevention and lead hazard reduction in Jersey City.

3. The City is authorized to pay The College of New Jersey $30,000 for the development and implementation of a pilot program to test, vet, and demonstrate the new strategies that emerge from the related NJDOH/JC funded project to increase rates of lead screening and develop a local recognition program entitled “A Recognition and Support Program to Increase Lead Screening.”

4. Subject to such modification as deemed necessary or appropriate by Corporate Counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the items and conditions of the City’s Work Specifications document;

5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

6. This Agreement shall be subject to the condition that Contractor provide satisfactory evidence if compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.;

7. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the Rutgers Business School (the contractor) shall be made on a quarterly basis in accordance with the provisions if the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SUSTAINABLE JERSEY TO DEVELOP AND IMPLEMENT A LEAD REDUCTION PLAN FOR JERSEY CITY

8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the Contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this resolution.

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APPROVED: ____________________________
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>PRINZ-AREY</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<tr>
<td>BOGIANO</td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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</table>

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

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

[Signatures]
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SUSTAINABLE JERSEY TO DEVELOP AND IMPLEMENT A LEAD REDUCTION PLAN FOR JERSEY CITY

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<th>Project Manager</th>
<th>Health &amp; Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-6560</td>
</tr>
</tbody>
</table>

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

To authorize the City to pay The College of New Jersey $150,000 for the development and implementation of a strategic plan for lead poisoning prevention and lead hazard reduction in Jersey City.

Cost (Identify all sources and amounts) | Contract term (include all proposed renewals)
----------------------------------------|----------------------------------------
$180,000                                 | April, 2019 through October, 2019

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
AGREEMENT

AGREEMENT made this ___ day of ______, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (the "City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and THE COLLEGE OF NEW JERSEY (the "College"), Forcina Hall 384, 2000 Pennington Road, Ewing, New Jersey 08628.

WHEREAS, Resolution Res. _______, approved on April 10, 2019, authorized the City to enter into an agreement with the College using $150,000 of funds issued to the City pursuant to the childhood lead grant award to employ the services of the College and Sustainable Jersey for the development of a childhood lead action module for the statewide Sustainable Jersey municipal certification program; and

WHEREAS, Resolution Res. ________, authorized the City to use $30,000 of funds issued to the City pursuant to the childhood lead grant award towards a pilot program with the College and Sustainable Jersey to test, vet, and demonstrate the new strategies that emerge from the related NJDOH/JC funded project to increase rates of lead screening and develop a local recognition program entitled “A Recognition and Support Program to Increase Lead Screening.”; and

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 the development of a childhood lead action module for the statewide Sustainable Jersey municipal certification program and to implement a pilot program to test, vet, and demonstrate the new strategies that emerge from the related NJDOH/JC funded project to increase rates of lead screening and develop a local recognition program entitled “A Recognition and Support Program to Increase Lead Screening.”

ARTICLE II
Scope of Services

1. Contractor, through Sustainable Jersey, shall perform for the City all the services as described in the proposal attached as Exhibit “A” and the pilot program proposal attached as Exhibit “B” (collectively the “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.

2. The contract term is from April 15, 2019 through October 15, 2020.

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**

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed $4,395,358.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Division. 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. Contractor shall purchase and maintain the following insurance during the terms of this Contract:
a. Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

b. Professional liability insurance in the amount of $2,000,000 per occurrence and in aggregate.

c. Automobile liability insurance of not less than $1,000,000 bodily injury and/or property damage per occurrence.

d. Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.

e. Umbrella liability policy of not less than $3,000,000 per occurrence.

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
Disputes

1. The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.

b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only
for a period commencing 48 hours prior to the receipt of the City of notice thereof.

c) Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

d) If the Contractor does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.

e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

**ARTICLE VII**  
**Termination**

This Agreement may be terminated by the parties upon thirty (30) days' notice in writing.

**ARTICLE VIII**  
**Indemnity**

1. 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, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.
ARTICLE IX
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 X
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 XI
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian J. Platt  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

ARTICLE XII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit B and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

ARTICLE XIII
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 XV
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.

ARTICLE XVI
Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of this Agreement after the expenditure of funds encumbered in the 2019 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year budget.
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 J. Platt, Business Administrator

Attest: THE COLLEGE OF NEW JERSEY

JMcK
4-4-19
EXHIBIT A
Straw Proposal: A Recognition and Support Program to Increase Lead Screening
New Jersey Department of Health/Sustainable Jersey
1-16-19 revised 1-28-19

Sustainable Jersey (SJ) and the New Jersey Department of Health (NJDOH) propose to collaborate to design and implement a program with the objective of increasing the rate of screening for elevated levels of lead in children.

The program will have the following basic elements:

- A recognition program for local boards of health (and/or municipalities) based on rates of screening for blood levels in children, administered by NJDOH, and also linked to the Sustainable Jersey Certification Program;
- A suite of tools and resources to support the implementation of education and outreach campaigns by municipal and school green teams, and local boards of health in their communities, in an effort to increase the percent of the target population screened for lead;
- An education and training program that helps local health boards, green teams, and other local leaders initiate and run community education and outreach campaigns to increase rates of lead screening; and
- An assessment of how existing SJ actions can be improved and potential new action and associated resources can be added to support local action to prevent, identify, and address lead poisoning in children.

About Sustainable Jersey
Implemented by the Sustainability Institute at The College of New Jersey, The Sustainable Jersey Certification Program encompasses a suite of prescribed “actions,” highly vetted and well resourced, that municipalities and schools can implement and document to achieve certification. Sustainable Jersey actions are the policies, programs, plans, and ordinances that local governments can implement to achieve collective goals. The program supports an active collaborative of stakeholders and experts to keep the actions updated and generate and coordinate resources to support local progress. Currently 80% of all municipalities in New Jersey and 50% of the state’s school districts are formally working within our certification program. In 2017 alone, participants implemented and submitted documentary evidence for 5,631 discrete actions as part of their efforts to become certified.

Project Tasks
Sustainable Jersey and NJDOH will collaborate to convene a stakeholder and expert committee to guide the development of the best practices and toolkit. The project will comprise the following specific steps:
Step 1: Establish Program Framework

NJDOH and SJ staff will frame out a detailed scope for the NJDOH Lead Screening Recognition Program (official public name and branding TBD), and overall program. This will include mutually agreed upon goals for the overall project, an implementation timeline, and a detailed set of tasks with target completion dates. Once complete, NJDOH and SJ will publicly announce the program.

Step 2: Assemble Sustainable Jersey Lead Advisory Committee

Working closely with NJDOH, Sustainable Jersey will recruit stakeholders and topical experts to provide guidance and support in the review of existing tools and development of new resources. The specific charge of the Committee (official name TBD) will be to:

- Support the shaping of technical content, branding, and outreach and education strategy for the Lead Screening Recognition Program;

- Conduct research and review of existing best management practices and strategies for local governments (municipalities, boards of health, and schools) to advance rates of lead screening and local programs to reduce exposure; and

- Advise SJ on the formation of new Sustainable Jersey actions linked to lead screening generally, and the new recognition program specifically; which will include an analysis of potential upgrades to existing related Sustainable Jersey certification actions.

Step 3: Design NJDOH Lead Screening Recognition Program

Working closely with NJDOH, and with initial input from the Lead Advisory Committee, SJ will develop a full draft of the technical content and supporting public resources for the NJDOH Lead Screening Recognition Program. All drafts will be provided to NJDOH who will take the lead in revising and finalizing the program and documents with ongoing support from SJ, and review by the Advisory Committee as desired.

Step 4: Create New Program Materials and Sustainable Jersey Certification Actions

Working with NJDOH and the Advisory Committee, SJ will develop one or more new certification actions (or a broader tiered, multi-point action) that directly link to the NJDOH Lead Screening Recognition. The new actions will be moved through the Sustainable Jersey review process and published on the Sustainable Jersey website. Concurrently, new program materials will be developed that provide guidance to local governments on how to implement effective campaigns to increase rates of lead screening. This polished electronic and printed versions that will be widely distributed and provide resources and step by step guidance.
Step 5: Public Release

Launch a coordinated public release of the Lead Screening Recognition Program and the new Sustainable Jersey certification actions.

Step 6: Outreach and Education

SJ and NJDOH will host a series of outreach and training events to promote the new recognition program and actions. This will include:

- A public announcement with associated communications of the launch of the program;
- Targeted outreach (specifics TBD) about the new program and actions to municipalities, boards of health, and other key actors;
- Participation at conferences by Sustainable Jersey and NJDOH to promote the program, such as the NJ League of Municipalities Conference and the Building a Culture of Health Conference;
- Speaking engagements at stakeholder and partner meetings across the state to promote the program;
- A series of educational sessions including at least 1 webinar that will be recorded and made available on the SJ and/or NJDOH websites, and one or more workshops or other in-person sessions; and
- Spotlight of the program at the NJ Sustainability Summit in June 2020.

Cost

The primary cost incurred by Sustainable Jersey will be the staff time dedicated to recruitment and management of the Lead Advisory Committee, research on best practices, managing the action development and review process, and the planning and implementation of an outreach and education campaign. Our projected costs total upwards of $150,000.
EXHIBIT B
Piloting New Strategies for Reducing Lead Exposure in Jersey City and Surrounding Communities

4-3-19

Sustainable Jersey (SJ), the New Jersey Department of Health (NJDOH), and Jersey City, NJ propose to collaborate to implement a pilot project in Jersey City and surrounding communities to increase rates of lead screening in children and lower human lead exposure. The purpose of the pilot is to test, vet, and demonstrate the new strategies that emerge from the related NJDOH/JC funded project to increase rates of lead screening and develop a local recognition program entitled “A Recognition and Support Program to Increase Lead Screening.”

**Background**

Jersey City, The New Jersey Department of Health, and Sustainable Jersey are collaborating on an effort to develop a recognition program for local boards of health (and/or municipalities) based on rates of screening for blood levels in children. The project will also:

1. develop a suite of tools and resources to support the implementation of education and outreach campaigns by municipal and school green teams, and local boards of health in their communities;

2. implement an education and training program that helps local health boards, departments of health, green teams, and other local leaders initiate and run community education and outreach campaigns to increase rates of lead screening; and

3. identifies potential new actions and associated resources that can be deployed to support local action to prevent, identify, and address lead poisoning in children and adults.

The project will convene an expert and stakeholder committee to guide the process of identifying and developing new strategies and best practices.

**Pilot Project**

Jersey City and Sustainable Jersey will conduct a pilot program to test the new strategies and best practices. The pilot will have a direct benefit for Jersey City and surrounding communities, and will provide important vetting and testing of the strategies that will benefit the State of New Jersey as a whole.

The specific strategies to be implemented and tested will be identified by the expert and
stakeholder committee in collaboration with NJDOH, Sustainable Jersey, and Jersey City.

The strategies could include, but not be limited to, any of the following:

- Professional development for health professionals on effective lead screening and strategies to reduce lead exposure;

- Understanding the role of cultural competency for health professionals to understand sources of lead exposure, and methods to increase lead screening, that are effective in different communities;

- Holding events such as conferences and workshops, and doing direct outreach, to expose local practitioners to new strategies and best practices;

- Engaging with Sustainable Jersey Green Teams as a means to connect with new stakeholders and segments of communities; and

- Deploying strategies that clarify different productive and complimentary roles between departments of health, health officers, local boards of health, and green teams.

Cost

The program as described, which primarily funds Sustainable Jersey staff time and associated direct expenses such as travel and development and production of marketing material, will cost $30,000.
RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL
ON MONDAY, APRIL 22, 2019 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL LAND
USE SETTLEMENT NEGOTIATIONS AND PENDING LITIGATION

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City is the governing body of the
municipality; and

WHEREAS, meetings of municipal governing bodies are governed by the provisions of the
Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

WHEREAS, the Act requires that all meetings of governing bodies shall be open to the public,
although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

WHEREAS, N.J.S.A. 10:4-12(b) (8) authorizes the governing body to hold a closed session to
discuss pending or anticipated personnel issues; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which
shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss the following matters:

- Confidential land use settlement negotiations and pending litigation.

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

1. A closed session of the Municipal Council will be held on Monday, April 22, 2019, to
discuss settlement negotiations on a pending land use matter. The meeting will take
place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove
Street, Jersey City at 4:30 P.M. to 5:30 P.M.; and

2. The minutes of this closed session shall be released to the public when the
Corporation Counsel deems that the legal interests of the City of Jersey City will not
be impaired by such release.

Approved 4-10-19

N.V.-Not Voting (Abstain)

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

[Signatures]

Roberto R. Lavaro, Jr., President of Council

Robby Byrne, City Clerk
RESOLUTION FACT SHEET

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

Full Title of Resolution

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, APRIL 22, 2019 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL LAND USE SETTLEMENT NEGOTIATIONS AND PENDING LITIGATION

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law Department</th>
<th>Corporation Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter J. Baker</td>
<td><a href="mailto:PBaker@jcni.org">PBaker@jcni.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5180</td>
<td></td>
</tr>
</tbody>
</table>

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 a closed session of the Municipal Council on Monday, April 22, 2019 to discuss confidential land use settlement negotiations and pending litigation.

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date: 9/5/19
RESOLUTION RESCINDING RESOLUTION 19-303 AND AWARDED A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

WHEREAS, the City of Jersey City (City) required the services of an attorney to represent the City in the connection with the United States Department of Housing and Urban Development's (HUD) audit of the City's Community Development Block Grant (CDBG) HUD entitlement program; and

WHEREAS, Resolution 17-077, approved on January 25, 2017, awarded a six month contract in the amount of $50,000.00 to Otto J. Hetzel, Esq., 5015 Allan Road, Bethesda, MD 201816, to provide legal services to the City in connection with the HUD audit; and

WHEREAS, the City continues to need the legal services of Otto J. Hetzel, Esq. in connection with the HUD audit; and

WHEREAS, Resolution 19-303, approved on March 27, 2019, awarded a twelve month contract to Otto J. Hetzel, Esq., but did not encumber funds as required by N.J.S.A. 40A:4-57 and is therefore void; and

WHEREAS, the City must rescind Resolution 19-303 and re-award the contract; 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 Director of the Division of Community Development, has determined and certified in writing the value of the contract will exceed $17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Otto J. Hetzel, Esq. has completed and submitted a Business Entity Disclosure Certification which certified that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Otto J. Hetzel, Esq. from making any reportable contributions during the term of the contract; and

WHEREAS, Otto J. Hetzel, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Otto J. Hetzel, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the total contract amount shall not exceed the sum of $50,000.00; and

WHEREAS, the term of the contract shall be twelve (12) months effective March 27, 2019; and
RESOLUTION RESCINDING RESOLUTION 19-303 AND AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

WHEREAS, funds in the amount of $50,000.00 are available in Account No. 01-201-20-170-312; 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. Resolution 19-303 is rescinded;

2. A 12 month contract effective April 10, 2019, with the law firm of Otto J. Hetzel, Esq. is hereby awarded for a total contract amount not to exceed $50,000, including expenses, which is based on the following fee schedule:

   Partner/Principal: $400 per hour from March 27, 2019 until the end of the contract

   Senior Manager: $200 per hour from March 27, 2019 until the end of the contract

   Experts: $495 per hour from March 27, 2019 until the end of the contract

   Professional Staff: Variable but not to exceed $250 per hour

3. This contract is awarded without competitive contracting as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. The award of this contract is subject to the condition that Otto J. Hetzel, Esq. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary;

6. 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;

7. 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; and

8. Pursuant to N.J.A.C. 5:34-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.
RESOLUTION RESCINDING RESOLUTION 19-303 AND AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

I, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds in the amount of $20,263.00 are available in Account no. 01-201-20-170-312 (P.D. # 133243).

RR/ku/mma
04/01/19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.19

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<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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✓ 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 RESCINDING RESOLUTION 19-303 AND AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM |

Project Manager

<table>
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<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC</td>
<td>Carmen Gandulla</td>
<td>(201) 547-3304</td>
</tr>
<tr>
<td>Division of Community Development</td>
<td></td>
<td><a href="mailto:Cgandulla@jcni.org">Cgandulla@jcni.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The services of a licensed Attorney are needed in connection with a pending Audit by the Office of the Inspector General into the City's CDBG HUD Entitlement Program.

Professional services are not to exceed amount of $50,000 which is based on the following fee schedule:

- Partner/Principal: $400 per hour
- Senior Manager: $200 per hour
- Experts: $495 per hour
- Professional Staff: Variable but not to exceed $250 per hour

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| HEDC Director’s Office | A/C# 01-201-20-170-312 | $50,000 | The Contract term shall be twelve (12) months commencing on the date the Contract is executed by City Officials |

Type of award  Contract Award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Division Director ____________________________ Date 4/4/19

Signature of Department Director ____________________________ Date 4/4/19
Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Director Carmen Gandullia, Division of Community Development
Date: April 4, 2019
Subject: Resolution Rescinding Resolution 19-203 and Awarding a Professional Services Agreement with Otto J. Hetzel, Esq. to Provide the City of Jersey City with Legal Services in Connection with the HUD Audit of the City of Jersey City's CDBG HUD Entitlement Program.

Synopsis: This memorandum details the scope of work to be performed by Otto Hetzel, Esq. in connection with the City of Jersey City Division of Community Development CDBG HUD Entitlement Program.

Background: The services of a licensed attorney are needed in connection with a pending Audit by the Office of the Inspector General into the City's CDBG HUD Entitlement Program. These services are based upon a fee schedule and are not to exceed a maximum amount of $50,000.00. These services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A 19:44A-20.5 (Pay-to-Play Law).

Resolution 19-303 was approved on March 27, 2019 awarding a twelve-month contract to Otto J. Hetzel, Esq., but did not encumber funds as required by N.J.S.A 40A:4-57 and is therefore void.
The City wishes to issue a contract award to Otto J. Hetzel, Esq. for term of twelve months commencing on the date of the Contract is to be executed by City Officials. The City must rescind Resolution 19-303 in order to re-award the contract.

The Fee Schedule on which the maximum contract amount of $50,000.00 is based is as follows:

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<th>Amount</th>
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<tr>
<td>Partner/Principal</td>
<td>$400 per hour</td>
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<td>Senior Manager</td>
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<tr>
<td>Experts</td>
<td>$495 per hour</td>
</tr>
<tr>
<td>Professional Staff</td>
<td>Variable but not to exceed $250 per hour</td>
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</table>
CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BY AND BETWEEN THE

CITY OF JERSEY CITY, NEW JERSEY

AND

OTTO J. HETZEL, ESQUIRE

THIS AGREEMENT is by and between the City of Jersey City, New Jersey, hereinafter referred to as the "City," and Otto J. Hetzel, Esquire, hereinafter referred to as the "Contractor."

This contract, effective April __, 2019, sets forth the terms and conditions of Contractor’s engagement for provision of professional legal services in advising the City with respect to issues that have arisen concerning the administration of its community development programs, and especially the actions which should be undertaken to address the matter raised in an Audit Report issued by the Office of Inspector General (OIG) of the United States Department of Housing and Urban Development (HUD) (2016-NY-1007), completed March 30, 2016, regarding the City’s administration of its Community Development Block Grant program (CDBG), specifically Audit Finding 1A.

WITNESSETH THAT:

WHEREAS, the City of Jersey City is an Entitlement Community receiving funds over a number of years from HUD’s CDBG program, concerning which the HUD OIG has alleged in an audit of the City’s CDBG program (2016-NY-1007), completed March 30, 2016, that the City did not properly administer its CDBG program in accordance with HUD rules and requirements; and

WHEREAS, in its audit report the HUD OIG alleged the City inappropriately used nearly $16,206,508 million of its CDBG funds for ineligible activities and that the City should be required by the Director of the HUD Newark, N.J. Office of Community Planning and Development (CPD) to repay certain of these funds, unless adequate support is shown;

WHEREAS, the City is desirous of obtaining professional legal services to review its administration of its CDBG and other community development programs, advise the City in addressing the issues raised by HUD and its OIG, especially regarding the City’s allegedly improper use of federal funds, and the actions necessary to respond effectively to the various HUD allegations, including advising the City of its legal position and procedural rights under
these programs, in order to resolve the HUD allegations; and

WHEREAS, the City has determined to procure the professional legal services of Contractor to provide legal representation concerning the matters in dispute with HUD,

NOW, THEREFORE, the parties to the contract do mutually agree as follows:

A. SCOPE OF SERVICES

1. This contract is for the professional legal services of Contractor to clear Audit Finding 1A, to evaluate the HUD OIG 2016 Audit Report on this program, and to recommend and prepare the work necessary for the City to respond effectively to HUD on the issues raised by the Audit Finding 1A and the significant amount of funds HUD has claimed may need to be repaid from City non-federal funds.

2. Contractor will review the relevant existing documentation and correspondence regarding the City’s administration of its HUD CDBG programs, evaluate the matters raised by the HUD OIG and the Newark, N.J. HUD CPD office regarding the audit, and research, assist in preparation of written responses to HUD and advise the City on potential legal and administrative actions the City may take with respect to these matters.

3. Contractor will provide the City with periodic memoranda analyzing the issues relating to the current dispute with HUD and potential actions the City should consider in responding effectively to the matters raised by the HUD OIG audit, and regarding other community development programs of the City, and help ensure the City’s future administration of these federal community development funds comply with applicable federal rules and requirements.

4. Contractor will represent the City with respect to the issues raised by Audit Finding 1A, as appropriate, including assistance in preparation of City responses to HUD on the issues raised, as well as advice and assistance in resolving the OIG audit findings and any monitoring or other findings that may arise. Additional issues often arise in the process of such monitoring actions by HUD and in resolution of issues, and these matters will be included in the professional legal services provided, as required.

5. The term of this contract is 12 months effective as of April ___. 2019.

B. SCHEDULE OF PERSONNEL AND COMPENSATION

1. SCHEDULE OF CONTRACTOR PERSONNEL AND HOURLY FEES

Otto J. Hetzel, Esq. and William Eargle, CPA will provide professional services for this contract, with other professionals as necessary and appropriate. Specifically, Mr. Hetzel is hereby authorized to retain the services of Robert Freilich. Otto Hetzel is a former Associate General Counsel of HUD, with significant expertise in handling compliance for
local jurisdictions with HUD requirements. Mr. Hetzel’s hourly fee is $400 per hour. William Eargle is a former Deputy Assistant Secretary for HUD’s Community Planning and Development Program (CPD) and Comptroller of CPD. Mr. Eargle’s hourly fee is $200 per hour. Dr. Robert H. Freilich is currently Principal in the firm of Freilich & Popowitz LLP and is considered one of the nation’s leading planning, real estate transaction, development and land use consultants. He has served as an expert witness on behalf of municipalities seeking to challenge a HUD audit on numerous occasions. Mr. Freilich’s hourly fee is $____495_____. If appropriate in his judgment, and with prior approval by the City, Contractor may utilize the assistance of other legal counsel or consultants with relevant expertise. Their rates will be similar to the above rates or in some cases lower, depending upon the level of expertise and experience of the person involved, or a paralegal may be used for particular tasks to reduce costs.

2. IMPORTANCE OF ATTORNEY SUPERVISION OF PROFESSIONALS

Any expert professionals who are retained under this contract will operate under the direct supervision of Mr. Hetzel. This ensures that all communications with the City and work performed under this contract will come under the attorney-client privilege and work product protections from disclosure.

3. REIMBURSABLE EXPENSES

a. Travel, including air or train fare, transportation to and from airports or stations, automobile travel, local travel, including car rental fees, taxi fares, auto mileage at applicable IRS rates per mile, parking, lodgings, local telephone and meals, with advance notice to and approval of the City. Reasonable travel time will be billable.
b. Courier, Federal Express, and postage.
c. Photocopying costs @ $.20 per page.
d. Long-distance telephone charges.
e. Fax charges, if long-distance charges.
f. Supplies for presentation materials, etc.
g. Other costs as required, with the prior approval of the City.

4. CONTRACT AMOUNT

Contractor will submit its hourly fees and expenses in periodic invoices to the City for payment. The City will pay those amounts invoiced by Contractor for its services and expenses under the Scope of Services above in this Contract; the amount to be paid Contractor under this contract is not to exceed $50,000 with any additional amounts subject to further written agreement of the Parties.
C. TERMINATION

This contract may be terminated by either party with 30 days written notice to the other party at the addresses listed below. Contractor will be paid for any services and expenses incurred prior to the receipt of such notice of termination.

D. INDEMNIFICATION

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, and hold harmless City and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent same are caused in whole or in part by any gross negligent act, error, or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

E. INSURANCE

Contractor shall, at its expense, secure and maintain throughout the term of this Agreement Professional Liability Insurance, with minimum limits of liability of $1,000,000 combined single limit coverage against loss or damages because of wrongful or negligent acts or omissions by the named insured.

F. ASSIGNMENT

Unless otherwise agreed to in writing by the City, the City will recognize no assignment of this Agreement by Contractor. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement.

G. INDEPENDENT CONTRACTOR

Contractor understands and acknowledges that Contractor is an independent contractor, not an employee, partner, agent, or principal of City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. Contractor has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Contractor uses in performing services under this Agreement. Contractor shall provide the required services in Contractor's own manner and method, except as this Agreement specifies. Contractor shall treat a provision in this Agreement that may appear either to give City the right to direct Contractor as to the details of doing the work, or to exercise a measure of control over the work, as giving Contractor direction only as to the work's end result.
H. RECORD RETENTION AND INSPECTION

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

I. ADDRESSES OF PARTIES FOR COMMUNICATIONS UNDER THIS CONTRACT

For purposes of any notices or communications under this contract:

1. The Contractor's correspondence address is:

   5015 Allan Road
   Bethesda, MD 20816

2. The City's address is:

   280 Grove Street
   Jersey City, NJ 07302

J. Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor=s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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 Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit ?B@ and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00.)
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.

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 WITNESSETH WHEREOF, the City and the Contractor have executed this Agreement as of the date above inserted and this contract shall be effective on such date, and the parties intend to be legally bound hereby.
OTTO J. HETZEL, ESQUIRE

THE CITY OF JERSEY CITY, NEW JERSEY

BY: ____________________________

Otto J. Hetzel, Attorney at Law
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2015 to 15-APR-2025.

OTTO J. HETZEL, ESQ.
1100 CONNECTICUT AVE., NW
WASHINGTON DC 20036

ELIZABETH MAHER MUGIO
Acting State Treasurer
Taxpayer Identification #: 522-087-695/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-0292.

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

TAXPAYER NAME:
HETZEL, OTTO J

TRADE NAME:
OTTO J HETZEL ESQ

ADDRESS:
1100 CONNECTICUT AVE NW STE 10
WASHINGTON, DC 20035

SEQUENCE NUMBER:
2084211

ISSUANCE DATE:
11/01/16

EFFECTIVE DATE:
11/01/16

James J. Fruscione
Director
New Jersey Division of Revenue
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)       X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
**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 official as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mia Perez-Arey for Council</th>
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<tr>
<td>Lavaro for Councilman</td>
<td>Friends of Richard Boglino</td>
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<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
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<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council 2021</td>
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<tr>
<td>Ridley for Council</td>
<td>Friends of Jeremiah Robinson</td>
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</tbody>
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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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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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: [ ]
Signature of Affiant: [ ]
Printed Name of Affiant: [ ]
Date: [ ]

Subscribed and sworn before me this day of [ ]
My Commission expires: June 15th, 2021

NIGEL WILLIAMS
Notary Public
Montgomery County
Maryland
My Commission Expires June 15, 2021
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 of City Council award] (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: Oho J. Hetzl

Signed: Oho J. Hetzl

Title: Principal

Print Name: Oho J. Hetzl

Date: 4/3/19

Subscribed and sworn before me this 4th day of April, 2019.

My Commission expires: [Notary Public]

**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.**

NIGEL WILLIAMS
Notary Public
Montgomery County
Maryland
My Commission Expires June 15, 2021

SIGNATURE
WITNESSED BY:

NIGEL WILLIAMS
(PNC Bank)
4/4/19