RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

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 $392,101,219.

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>INFO. TECH. O/E</td>
<td>20-140</td>
<td>$632,000</td>
<td>$337,000</td>
</tr>
<tr>
<td>EMPLOY. GROUP. HEALTH INS.</td>
<td>23-220</td>
<td>$59,000,000</td>
<td>$55,000,000</td>
</tr>
<tr>
<td>DPW BUILDINGS &amp; STREET O/E</td>
<td>26-291</td>
<td>$1,076,000</td>
<td>$1,976,000</td>
</tr>
<tr>
<td>JC PUBLIC LIBRARY O/E</td>
<td>29-390</td>
<td>$5,000,000</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>ADMINISTRATION O/E</td>
<td>20-100</td>
<td>$65,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>COLLECTIONS O/E</td>
<td>20-145</td>
<td>$50,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>MUNICIPAL COUNCIL O/E</td>
<td>20-123</td>
<td>$50,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>INS. ALL DEPTS.</td>
<td>23-210</td>
<td>$7,000,000</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>REAL ESTATE O/E</td>
<td>20-103</td>
<td>$4,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>JC EMPLOYEE RETIREMENT</td>
<td>36-478</td>
<td>$4,800,000</td>
<td>$5,800,000</td>
</tr>
<tr>
<td>SUMMER WORKS INITIATIVE</td>
<td>GRANT</td>
<td>$0</td>
<td>$190,000</td>
</tr>
<tr>
<td>DISTRACTED DRIVING (NJDHTS)</td>
<td>GRANT</td>
<td>$0</td>
<td>$5,500</td>
</tr>
<tr>
<td>CSBG</td>
<td>GRANT</td>
<td>$233,450</td>
<td>$926,288</td>
</tr>
<tr>
<td>DASH MENTOR</td>
<td>GRANT</td>
<td>$0</td>
<td>$25,000</td>
</tr>
<tr>
<td>WIC</td>
<td>GRANT</td>
<td>$0</td>
<td>$2,000</td>
</tr>
<tr>
<td>MAKE-A-SPASH</td>
<td>GRANT</td>
<td>$0</td>
<td>$12,300</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td>$9,984,638</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: [Signature]

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<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></td>
<td></td>
<td></td>
<td></td>
<td>YUN</td>
<td></td>
<td>✓</td>
<td></td>
<td>SOLOMON</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

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 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 ESTABLISHING THE 2019 OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST TAX RATE

COUNCIL OFFERED AND MOVED adoption of the following resolution:

WHEREAS, a referendum was approved by the residents of the City of Jersey City (City) in November 2016 to establish a Municipal Open Space, Recreation and Historic Preservation Trust Fund (Trust Fund); and

WHEREAS, the referendum approved by the City permits funding for the Trust Fund through an annual tax not to exceed two cents ($0.02) per ($100) dollars of total municipal assessed real property valuation; and

WHEREAS, the referendum was finally adopted via City Ordinance 17-026 on March 22, 2017; and

WHEREAS, for the year 2019, the City determined that the tax rate shall be one-fifth of a cent ($0.002) per ($100) dollars of assessed valuation.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council, of the City of Jersey City that the 2019 Municipal Open Space, Recreation and Historic Preservation Trust Fund tax rate shall be one-fifth of a cent ($0.002) per ($100) dollars of assessed valuation.

APPROVED: ____________________________
Business Administrator

APPROVED: ____________________________
Corporation Counsel

Certification Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

<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></td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></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.

Robert J. 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 ESTABLISHING THE 2019 OPEN SPACE, RECREATION
AND HISTORIC PRESERVATION TRUST TAX RATE

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>John Metro</td>
<td>Budget Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:jmetro@jcnj.org">jmetro@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

To establish the 2019 Municipal Open Space, Recreation and Historic Preservation Trust
Fund tax rate.

The residents of the City of Jersey City (City) approved a referendum in November 2016
to establish a Municipal Open Space, Recreation and Historic Preservation Trust Fund
(Trust Fund) which permits funding for the Trust Fund through an annual tax not to exceed two cents ($0.02) per ($100) dollars of total municipal assessed real property
valuation.

I certify that all the facts presented herein are accurate.

Signature of Department Director    Date
RESOLUTION AUTHORIZING THE PREPARATION AND ISSUANCE OF ESTIMATED TAX BILLS FOR THE THIRD INSTALLMENT OF 2019 PROPERTY TAXES.

Council adoption of the following resolution:

Whereas, the City of Jersey City 2019 Municipal Budget has not been adopted and the County of Hudson is unable to certify the City's current 2019 tax rate; and

Whereas, the Tax Collector will be unable to mail the City's 2019 tax bills on a timely basis; and

Whereas, The Jersey City Tax Collector in consultation with the Jersey City Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3 and they have both signed a certification summarizing the tax levies for the previous year, the tax rates, and the estimated levies for the 2019 calendar year;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson and the State Of New Jersey that:

1. The City of Jersey City Tax Collector is hereby authorized to prepare and issue estimated tax bills for the City for the third installment of 2019 property taxes. The Tax Collector shall proceed and take such actions as are permitted and required by P.L. 1994, c.72 (N.J.S.A 54:4-66.2 and 54:4-66.3).

2. The estimated calendar year tax levy for 2019 is hereby calculated at $530,536.360.00. The maximum amount that the City will utilize in the preparation of the 2019 estimated tax bills is not less than .95 % or greater than 105% of the 2018 calendar year tax levy.

3. In accordance with New Jersey Statutes, the third installment of 2019 taxes shall not be subject to interest until the later of August 10, 2019 or the twenty fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

APPROVED:

APPROVED/AAS TO LEGAL FORM

APPROVED:

Business Administrator

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>Yun</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>Rivera</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>Watterman</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<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>
<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.

Rolando R. Segura, Jr., President of Council

Robert Byrne, City Clerk
### Actual 2018 Tax Levy and Rate

<table>
<thead>
<tr>
<th>Levy</th>
<th>Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal</td>
<td>0.469</td>
</tr>
<tr>
<td>Municipal Open Space</td>
<td>0.002</td>
</tr>
<tr>
<td>District School Tax</td>
<td>-0.355</td>
</tr>
<tr>
<td>Local School Tax</td>
<td>0.009</td>
</tr>
<tr>
<td>Municipal Library</td>
<td>0.037</td>
</tr>
<tr>
<td>County Tax</td>
<td>0.009</td>
</tr>
<tr>
<td>County Open Space</td>
<td>0.010</td>
</tr>
<tr>
<td>Totals</td>
<td>1.048</td>
</tr>
</tbody>
</table>

### 2019 Estimated LEVY FOR TAX LEVY

<table>
<thead>
<tr>
<th>Levy</th>
<th>%</th>
<th>103%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal</td>
<td>224,908.00</td>
<td>248,548.30</td>
</tr>
<tr>
<td>Municipal Open Space</td>
<td>652,616.02</td>
<td>721,757.70</td>
</tr>
<tr>
<td>District School Tax</td>
<td>114,525.927.85</td>
<td>126,526,398.15</td>
</tr>
<tr>
<td>Local School Tax</td>
<td>2,910,230.40</td>
<td>3,216,579.20</td>
</tr>
<tr>
<td>Municipal Library</td>
<td>9,989,320.35</td>
<td>10,940,600.05</td>
</tr>
<tr>
<td>County Tax</td>
<td>120,441,979.09</td>
<td>134,281,198.83</td>
</tr>
<tr>
<td>County Open Space</td>
<td>3,095,894.90</td>
<td>3,527,240.03</td>
</tr>
<tr>
<td>Totals</td>
<td>489,322,932.60</td>
<td>536,693,601.37</td>
</tr>
</tbody>
</table>

### 2019 Estimated Tax Rate

<table>
<thead>
<tr>
<th>Levy</th>
<th>Amount to be Raised by Taxation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal</td>
<td>35,240,846.15</td>
</tr>
</tbody>
</table>

### Certified

[Signature]

Anthony Esposito  
Tax Collector

Lubna K. Miller  
Chief Financial Officer

Dated: 6/14/2019
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PREPARATION AND ISSUANCE OF ESTIMATED TAX BILLS FOR THE THIRD INSTALLMENT OF 2019 PROPERTY TAXES.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>John Metro</td>
<td>Budget Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:jmetro@jcnj.org">jmetro@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 estimated calendar year tax levy for 2019 is calculated at $530,536,360.00. The maximum amount that the City will utilize in the preparation of the 2019 estimated tax bills is not less than .95 % or greater than 105% of the 2018 calendar year tax levy.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]

[Signature of Department Director] [Date]
RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of May 22, 2019 the Municipal Council of the City of Jersey City introduced and approved the Journal Square Special Improvements District following budget for the period July 1, 2019 through June 30, 2020, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on June 26, 2019; and

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

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

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

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

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

1. The Jersey Journal Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of $773,000.00 for the Journal Square 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 Journal Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

Approved: [Signature]

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></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.

Rafael O. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE JOURNAL SQUARE 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@jcni.org">rbyrne@jcni.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
ADOPTING AND RATIFYING BUDGET 2019-2020 BUDGET FOR THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director   Date
### PUBLIC NOTICE - CITY OF JERSEY CITY
#### 2019-2020 JOURNAL SQUARE SID BUDGET

#### REVENUES

<table>
<thead>
<tr>
<th>Item</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A7</td>
<td>Journal Square SID Assessment</td>
<td>$773,000.00</td>
<td>-</td>
<td>$773,000.00</td>
</tr>
<tr>
<td>A8</td>
<td>JSSID Reserve Fund</td>
<td>-</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A9</td>
<td>Private Cash/Fees/Sponsorships</td>
<td>$7,500.00</td>
<td>-</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>A10</td>
<td>Interest</td>
<td>$1,000.00</td>
<td>-</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$773,000.00</strong></td>
<td><strong>$8,500.00</strong></td>
<td><strong>$15,000.00</strong></td>
</tr>
</tbody>
</table>

#### EXPENSES

**Administrative Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A18</td>
<td>Rent</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>A19</td>
<td>Insurance</td>
<td>$3,400.00</td>
<td>-</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>A20</td>
<td>Equipment: IT/Copier/Svc</td>
<td>$1,000.00</td>
<td>-</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>A21</td>
<td>Supplies</td>
<td>$2,100.00</td>
<td>-</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>A22</td>
<td>Audit/Filing</td>
<td>$4,600.00</td>
<td>-</td>
<td>$4,600.00</td>
</tr>
<tr>
<td>A23</td>
<td>Legal</td>
<td>$1,000.00</td>
<td>-</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>A24</td>
<td>Parking &amp; Storage</td>
<td>$2,000.00</td>
<td>-</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>A27</td>
<td>Telephone/Internet</td>
<td>$3,500.00</td>
<td>-</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>A28</td>
<td>Website Hosting &amp; Maintenance</td>
<td>$2,400.00</td>
<td>-</td>
<td>$2,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>Administrative Items Subtotals</strong></td>
<td>$20,000.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Administration**

<table>
<thead>
<tr>
<th>Item</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A32</td>
<td>Management/Advocacy Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Administration Subtotals</strong></td>
<td>$75,000.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Marketing/Promotions/Community Programs & Development**

<table>
<thead>
<tr>
<th>Item</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A35</td>
<td>Program Management</td>
<td>$69,700.00</td>
<td>-</td>
<td>$69,700.00</td>
</tr>
<tr>
<td>A36</td>
<td>District Marketing &amp; Promotions</td>
<td>$15,000.00</td>
<td>$5,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>A43</td>
<td>Retail Promotions and Support</td>
<td>$1,000.00</td>
<td>-</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>A48</td>
<td>Community Development, Programs &amp; Partnerships</td>
<td>$12,600.00</td>
<td>-</td>
<td>$12,600.00</td>
</tr>
<tr>
<td></td>
<td><strong>Marketing/Promotions/Community Subtotals</strong></td>
<td>$98,300.00</td>
<td>$5,000.00</td>
<td>-</td>
</tr>
</tbody>
</table>

**Operations**

<table>
<thead>
<tr>
<th>Item</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A53</td>
<td>Landscaping/Planters/Plants</td>
<td>$4,400.00</td>
<td>$3,600.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>A54</td>
<td>Maintenance/Ambassadorial Services</td>
<td>$563,300.00</td>
<td>-</td>
<td>$563,300.00</td>
</tr>
<tr>
<td>A55</td>
<td>Maintenance Supplies</td>
<td>$12,000.00</td>
<td>-</td>
<td>$12,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Operations Subtotals</strong></td>
<td>$570,700.00</td>
<td>$3,600.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>$773,000.00</strong></td>
<td><strong>$8,500.00</strong></td>
<td><strong>$15,000.00</strong></td>
</tr>
</tbody>
</table>

#### REVENUE / EXPENSE SUMMARY

<table>
<thead>
<tr>
<th>Category</th>
<th>SID Assessment</th>
<th>Private</th>
<th>Reserve Fund</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$773,000.00</td>
<td>$8,500.00</td>
<td>$15,000.00</td>
<td>$796,500.00</td>
</tr>
<tr>
<td>Expenses</td>
<td>$773,000.00</td>
<td>$8,500.00</td>
<td>$15,000.00</td>
<td>$796,500.00</td>
</tr>
<tr>
<td>Excess / Deficiencies</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL, offered and moved adoption of the following Resolution:

WHEREAS, on June 4, 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 Journal Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on June 26, 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 Journal Square 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 Journal Square Special Improvement District;

2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED:

Business Administrator

Corporation Counsel

Certification Required □
Not Required □

APPROVED AS TO LEGAL FORM

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

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

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

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

Rolando R. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JOURNAL SQUARE 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>City Clerk</td>
</tr>
<tr>
<td></td>
<td>201 547-5149</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
ACCEPTING ASSESSMENT ROLL 2019-2020 BUDGET FOR THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director   Date
<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Qual</th>
<th>Owner</th>
<th>Property Location</th>
<th>Total Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>7804</td>
<td>1</td>
<td></td>
<td>10-16 LIBERTY REALTY, LLC</td>
<td>12-16 LIBERTY AVENUE</td>
<td>$3,577.53</td>
</tr>
<tr>
<td>9605</td>
<td>1</td>
<td></td>
<td>115 &amp; 125 MAGNOLIA AVE., LLC</td>
<td>125 MAGNOLIA AVE.</td>
<td>$7,304.74</td>
</tr>
<tr>
<td>12103</td>
<td>10</td>
<td></td>
<td>151 SIP AVENUE, L.L.C.</td>
<td>151 SIP AVE.</td>
<td>$1,009.31</td>
</tr>
<tr>
<td>10701</td>
<td>3</td>
<td></td>
<td>15-16 REALTY CORP.</td>
<td>898 BERGEN AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>12101</td>
<td>25</td>
<td></td>
<td>171-177 SIP AVE CORP</td>
<td>2790 KENNEDY BLVD.</td>
<td>$6,788.24</td>
</tr>
<tr>
<td>10702</td>
<td>5</td>
<td></td>
<td>26 JOURNAL SQUARE OWNER LLC.</td>
<td>26 JOURNAL SQ.</td>
<td>$33,777.55</td>
</tr>
<tr>
<td>10602</td>
<td>4</td>
<td></td>
<td>28 JERSEY RLTY. CORP.C/O A. ADJMI</td>
<td>2838 KENNEDY BLVD.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>10601</td>
<td>50.01</td>
<td></td>
<td>2825 KENNEDY BLVD ASSOC., LLC%ISI M.</td>
<td>2825 KENNEDY BLVD.</td>
<td>$5,057.46</td>
</tr>
<tr>
<td>10602</td>
<td>3</td>
<td></td>
<td>2828-34 KENNEDY BLVD.ASO.C/O SUTTON</td>
<td>2828 KENNEDY BLVD.</td>
<td>$4,495.52</td>
</tr>
<tr>
<td>10602</td>
<td>8</td>
<td></td>
<td>2854 KENNEDY, L.L.C.</td>
<td>2854 KENNEDY BLVD.</td>
<td>$21,146.66</td>
</tr>
<tr>
<td>7902</td>
<td>70</td>
<td></td>
<td>2980 KENNEDY, LLC</td>
<td>2976-80 KENNEDY BLVD.</td>
<td>$5,012.50</td>
</tr>
<tr>
<td>10702</td>
<td>7</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>21 ENOS PL.</td>
<td>$189.29</td>
</tr>
<tr>
<td>10702</td>
<td>6</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>23 ENOS PL.</td>
<td>$196.18</td>
</tr>
<tr>
<td>10702</td>
<td>10</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>11 ENOS PL.</td>
<td>$209.20</td>
</tr>
<tr>
<td>10702</td>
<td>11</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>9 ENOS PL.</td>
<td>$209.20</td>
</tr>
<tr>
<td>10702</td>
<td>13</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>5 ENOS PL.</td>
<td>$209.20</td>
</tr>
<tr>
<td>10702</td>
<td>14</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>3 ENOS PL.</td>
<td>$243.55</td>
</tr>
<tr>
<td>10702</td>
<td>8</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>19 ENOS PL.</td>
<td>$248.14</td>
</tr>
<tr>
<td>10702</td>
<td>9</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>15 ENOS PL.</td>
<td>$268.70</td>
</tr>
<tr>
<td>10702</td>
<td>15</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>122-130 NEWKIRK ST.</td>
<td>$4,877.64</td>
</tr>
<tr>
<td>10702</td>
<td>4</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS LLC</td>
<td>30 JOURNAL SQ.</td>
<td>$10,105.43</td>
</tr>
<tr>
<td>10702</td>
<td>12</td>
<td></td>
<td>30 JOURNAL SQUARE PARTNERS, LLC</td>
<td>7 ENOS PL.</td>
<td>$209.20</td>
</tr>
<tr>
<td>6502</td>
<td>13.02</td>
<td></td>
<td>3000 KENNEDY BLVD LLC</td>
<td>3000 KENNEDY BLVD.</td>
<td>$12,445.49</td>
</tr>
<tr>
<td>10702</td>
<td>3</td>
<td></td>
<td>32 JOURNAL SQUARE OWNER LLC.</td>
<td>32 JOURNAL SQ.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>10702</td>
<td>1</td>
<td></td>
<td>33 JOURNAL SQUARE OWNER, LLC%OPTIMUM</td>
<td>912 BERGEN AVE.</td>
<td>$4,495.52</td>
</tr>
<tr>
<td>10702</td>
<td>2</td>
<td></td>
<td>33 JOURNAL SQUARE OWNER, LLC%OPTIMUM</td>
<td>922 BERGEN AVE.</td>
<td>$7,790.29</td>
</tr>
<tr>
<td>10602</td>
<td>7</td>
<td></td>
<td>40 JOURNAL SQUARE, LLC.</td>
<td>40 JOURNAL SQ.</td>
<td>$13,216.27</td>
</tr>
<tr>
<td>10803</td>
<td>23</td>
<td></td>
<td>438 REALTY ASSOCIATES</td>
<td>438 SUMMIT AVE.</td>
<td>$37,102.27</td>
</tr>
<tr>
<td>9605</td>
<td>4</td>
<td></td>
<td>500 SUMMIT AVE. MAZAL LLC</td>
<td>506 SUMMIT AVE.</td>
<td>$1,217.93</td>
</tr>
<tr>
<td>10601</td>
<td>51</td>
<td></td>
<td>51 JOURNAL SQUARE I LLC</td>
<td>2843 KENNEDY BLVD.</td>
<td>$3,188.22</td>
</tr>
<tr>
<td>10602</td>
<td>9</td>
<td></td>
<td>51 JOURNAL SQUARE II LLC</td>
<td>2844 KENNEDY BLVD.</td>
<td>$4,783.68</td>
</tr>
<tr>
<td>10601</td>
<td>48</td>
<td></td>
<td>51 JOURNAL SQUARE III LLC</td>
<td>2859 KENNEDY BLVD.</td>
<td>$1,086.12</td>
</tr>
<tr>
<td>10601</td>
<td>47</td>
<td></td>
<td>51 JOURNAL SQUARE III LLC</td>
<td>2861 KENNEDY BLVD.</td>
<td>$1,685.82</td>
</tr>
<tr>
<td>13402</td>
<td>16</td>
<td></td>
<td>5214 HUDSON CORP. % DARI, MOHAMMED</td>
<td>872 BERGEN AVE.</td>
<td>$2,232.03</td>
</tr>
<tr>
<td>9606</td>
<td>32</td>
<td></td>
<td>532 SUMMIT AVENUE HOLDINGS LLC</td>
<td>577 PAVONIA AVE.</td>
<td>$423.38</td>
</tr>
<tr>
<td>9606</td>
<td>29</td>
<td></td>
<td>532 SUMMIT AVENUE HOLDINGS LLC</td>
<td>532 SUMMIT AVE.</td>
<td>$1,793.78</td>
</tr>
<tr>
<td>10704</td>
<td>1</td>
<td></td>
<td>57 SIP REALTY, LLC</td>
<td>57 SIP AVE.</td>
<td>$3,233.04</td>
</tr>
<tr>
<td>7904</td>
<td>11</td>
<td></td>
<td>594 PAVONIA AVE. LLC.</td>
<td>594 PAVONIA AVE.</td>
<td>$341.98</td>
</tr>
<tr>
<td>7904</td>
<td>16</td>
<td></td>
<td>612 PAVONIA AVENUE LLC</td>
<td>612 PAVONIA AVE.</td>
<td>$2,270.24</td>
</tr>
<tr>
<td>10704</td>
<td>39</td>
<td></td>
<td>61-63 SIP AVENUE, LLC % THE KABR G.</td>
<td>63 SIP AVE.</td>
<td>$244.99</td>
</tr>
<tr>
<td>9402</td>
<td>3</td>
<td></td>
<td>72 HOLLY ROAD, LLC.</td>
<td>785 NEWARK AVE.</td>
<td>$1,118.04</td>
</tr>
<tr>
<td>9402</td>
<td>11</td>
<td></td>
<td>767 NEWARK AVENUE REALTY, LLC</td>
<td>767 NEWARK AVE.</td>
<td>$144.19</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>9402</td>
<td>8</td>
<td></td>
<td>775 NEWARK, LLC</td>
<td>775 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9401</td>
<td>10</td>
<td></td>
<td>817 ASSOCIATES, LLC % RAJENDRA PATEL</td>
<td>817 NEWARK AVE.</td>
<td>$279.73</td>
</tr>
<tr>
<td>7805</td>
<td>22</td>
<td></td>
<td>820 NEWARK LLC</td>
<td>820 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>13401</td>
<td>4</td>
<td></td>
<td>840 BERGEN AVENUE ASSOCIATES, LLC</td>
<td>840 BERGEN AVE.</td>
<td>$2,630.78</td>
</tr>
<tr>
<td>7806</td>
<td>15</td>
<td></td>
<td>842-844 NEWARK AVENUE LLC</td>
<td>844 NEWARK AVE.</td>
<td>$2,521.29</td>
</tr>
<tr>
<td>9301</td>
<td>1</td>
<td></td>
<td>845 NEWAVENUE, LLC.</td>
<td>845 NEWAVENUE.</td>
<td>$566.74</td>
</tr>
<tr>
<td>13402</td>
<td>5</td>
<td></td>
<td>856-858 BERGEN AVE., LLC.</td>
<td>856-858 BERGEN AVE.</td>
<td>$1,573.43</td>
</tr>
<tr>
<td>10701</td>
<td>4</td>
<td></td>
<td>900 BERGEN, LLC</td>
<td>900 BERGEN AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>10701</td>
<td>5</td>
<td></td>
<td>910 BERGEN RLTY LLC C/O HIRSCHMANN</td>
<td>910 BERGEN AVE.</td>
<td>$4,275.24</td>
</tr>
<tr>
<td>12107</td>
<td>16</td>
<td></td>
<td>AA&amp;M TELECARD, LLC</td>
<td>877 BERGEN AVE.</td>
<td>$899.10</td>
</tr>
<tr>
<td>13402</td>
<td>6</td>
<td></td>
<td>ACS PROPERTIES, LLC</td>
<td>860 BERGEN AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>12106</td>
<td>28</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>6 CUBBERLY PL.</td>
<td>$173.07</td>
</tr>
<tr>
<td>12106</td>
<td>27</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>5 CUBBERLY PL.</td>
<td>$173.55</td>
</tr>
<tr>
<td>12106</td>
<td>24</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>2 CUBBERLY PL.</td>
<td>$181.02</td>
</tr>
<tr>
<td>12106</td>
<td>25</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>3 CUBBERLY PL.</td>
<td>$181.02</td>
</tr>
<tr>
<td>12106</td>
<td>26</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>4 CUBBERLY PL.</td>
<td>$181.02</td>
</tr>
<tr>
<td>12106</td>
<td>23</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>1 CUBBERLY PL.</td>
<td>$190.94</td>
</tr>
<tr>
<td>12106</td>
<td>7</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>903 BERGEN AVE.</td>
<td>$553.40</td>
</tr>
<tr>
<td>12106</td>
<td>8</td>
<td></td>
<td>AGI REALTY, L.L.C.</td>
<td>897-901 BERGEN AVE.</td>
<td>$3,377.03</td>
</tr>
<tr>
<td>9402</td>
<td>13</td>
<td></td>
<td>AL &amp; AIDA CORP.</td>
<td>2983 KENNEDY BLVD.</td>
<td>$5,677.17</td>
</tr>
<tr>
<td>12103</td>
<td>8</td>
<td></td>
<td>ARIAS, BARBARA</td>
<td>155A SIP AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>10601</td>
<td>46</td>
<td></td>
<td>B. BROTHERS RLTY. #3A, L.P.</td>
<td>2863 KENNEDY BLVD.</td>
<td>$1,670.09</td>
</tr>
<tr>
<td>10601</td>
<td>44</td>
<td></td>
<td>B. BROTHERS RLTY.#2A, L.P.</td>
<td>2873 KENNEDY BLVD.</td>
<td>$1,086.12</td>
</tr>
<tr>
<td>10601</td>
<td>45</td>
<td></td>
<td>B. BROTHERS RLTY.#1 LTD</td>
<td>2869 KENNEDY BLVD.</td>
<td>$2,300.36</td>
</tr>
<tr>
<td>7805</td>
<td>28</td>
<td></td>
<td>BAKHEET, HASSAN &amp; SABAH</td>
<td>832 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7805</td>
<td>29</td>
<td></td>
<td>BAKHEET, HASSAN &amp; SABAH</td>
<td>834-36 NEWARK AVE.</td>
<td>$2,265.74</td>
</tr>
<tr>
<td>12106</td>
<td>9</td>
<td></td>
<td>BENJORAY, INC.</td>
<td>895 BERGEN AVE.</td>
<td>$4,232.53</td>
</tr>
<tr>
<td>13402</td>
<td>17,01</td>
<td></td>
<td>BERGEN ACADEMY ASSOC., ETALS TIC</td>
<td>880 BERGEN AVE.</td>
<td>$14,991.72</td>
</tr>
<tr>
<td>12106</td>
<td>10</td>
<td></td>
<td>BERGEN FOOD CORPORATION</td>
<td>885 BERGEN AVENUE</td>
<td>$4,348.07</td>
</tr>
<tr>
<td>12107</td>
<td>19</td>
<td></td>
<td>BERGEN REALTY HOLDING CORP.</td>
<td>871 BERGEN AVE.</td>
<td>$6,775.56</td>
</tr>
<tr>
<td>12107</td>
<td>24</td>
<td></td>
<td>BERGEN REALTY HOLDING GROUP</td>
<td>859 BERGEN AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>12106</td>
<td>5</td>
<td></td>
<td>BK AGENCY CORP.</td>
<td>911 BERGEN AVE.</td>
<td>$1,964.99</td>
</tr>
<tr>
<td>10701</td>
<td>6</td>
<td></td>
<td>BUDNY,KATHLEEN&amp;HASLIP, STEPHEN J.</td>
<td>129 NEWKIRK ST.</td>
<td>$24.03</td>
</tr>
<tr>
<td>13402</td>
<td>4</td>
<td></td>
<td>CASTELLA, FRANK &amp; RUBANO, CAROLINE</td>
<td>854 BERGEN AVE.</td>
<td>$741.76</td>
</tr>
<tr>
<td>9401</td>
<td>6</td>
<td></td>
<td>CHOS EN INVESTMENTS, L.L.C.</td>
<td>825 NEWARK AVE.</td>
<td>$1,249.75</td>
</tr>
<tr>
<td>9401</td>
<td>5</td>
<td></td>
<td>CHOS EN INVESTMENTS, LLC</td>
<td>827 NEWARK AVE.</td>
<td>$1,070.38</td>
</tr>
<tr>
<td>7805</td>
<td>26</td>
<td></td>
<td>CHOS EN INVESTMENTS, LLC</td>
<td>828 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>10602</td>
<td>6</td>
<td></td>
<td>CIBA LOVE, LLC</td>
<td>2866 KENNEDY BLVD.</td>
<td>$1,213.79</td>
</tr>
<tr>
<td>7806</td>
<td>23</td>
<td></td>
<td>CZEPIL, MICHAEL</td>
<td>866 NEWARK AVENUE</td>
<td>$1,348.66</td>
</tr>
<tr>
<td>7804</td>
<td>15</td>
<td></td>
<td>DESAI,SANDIP &amp; PRATIK</td>
<td>776 NEWARK AVE.</td>
<td>$1,137.82</td>
</tr>
<tr>
<td>13402</td>
<td>1</td>
<td></td>
<td>DHA BERGEN ASSOCIATES, P.A.</td>
<td>846 BERGEN AVE.</td>
<td>$3,849.06</td>
</tr>
<tr>
<td>7905</td>
<td>25</td>
<td></td>
<td>DORLE PROPERTY CORP.</td>
<td>624-626 PAVONIA AVE.</td>
<td>$1,492.51</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td></td>
<td>Doshi REAL ESTATE GROUP, LLC</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>13302</td>
<td>22</td>
<td></td>
<td>DOVE AT 829, L.L.C.</td>
<td>829 BERGEN AVE.</td>
<td>$1,911.94</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0102</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0103</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0104</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0105</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0106</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0107</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0201</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0202</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0203</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0204</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0205</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0206</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0207</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0208</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0301</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0302</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0303</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0304</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0305</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0306</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0307</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0308</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0401</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0402</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0403</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0404</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0405</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0406</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0407</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0408</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0501</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0502</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0503</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0504</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0505</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0506</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0507</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0508</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7905</td>
<td>24</td>
<td>C0101</td>
<td>ECONOMIC PROPERTIES 2004, L.L.C.</td>
<td>622 PAVONIA AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>10701</td>
<td>9</td>
<td></td>
<td>EGONIA, INC.</td>
<td>123 NEWKIRK ST.</td>
<td>$539.46</td>
</tr>
<tr>
<td>7902</td>
<td>1</td>
<td></td>
<td>ESS ESS INC.C/OM.S.ROTH RLTY.CO.</td>
<td>749 NEWARK AVE.</td>
<td>$1,127.93</td>
</tr>
<tr>
<td>9401</td>
<td>2</td>
<td></td>
<td>EVEREST LLC.</td>
<td>835 NEWARK AVE.</td>
<td>$989.01</td>
</tr>
<tr>
<td>9403</td>
<td>15</td>
<td>C0001</td>
<td>GAIA JOURNAL SQUARE U.R.%GAIA R.E.</td>
<td>2935 KENNEDY BLVD.</td>
<td>$119,598.50</td>
</tr>
<tr>
<td>7903</td>
<td>1</td>
<td></td>
<td>GALTZ,JORDAN &amp; MARVIN &amp;TISHMAN,R.</td>
<td>2958 KENNEDY BLVD.</td>
<td>$6,968.06</td>
</tr>
<tr>
<td>9402</td>
<td>10</td>
<td></td>
<td>GALAXY SHOPPING PLAZA, L.L.C</td>
<td>769 NEWARK AVE.</td>
<td>$1,130.62</td>
</tr>
<tr>
<td>7805</td>
<td>23</td>
<td></td>
<td>GALILEE REALTY, LLC</td>
<td>822 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9401</td>
<td>17</td>
<td></td>
<td>GANDHI SQ. PARKING PLAZA, INC.</td>
<td>797 NEWARK AVE.</td>
<td>$196.57</td>
</tr>
<tr>
<td>9401</td>
<td>16</td>
<td></td>
<td>GANDHI SQ. PARKING PLAZA, INC.</td>
<td>799-801 NEWARK AVE.</td>
<td>$622.72</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>7805</td>
<td>18.01</td>
<td>C0404</td>
<td>GARG, DEVANSHI</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0203</td>
<td>GOLLOB, ROBERT</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>9402</td>
<td>6</td>
<td></td>
<td>GREAT MID ATLANTIC RLTY.CORP.</td>
<td>779 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>10601</td>
<td>50</td>
<td></td>
<td>H. BROTHERS RLTY %10 SPOT/MADRAG</td>
<td>2849 KENNEDY BLVD.</td>
<td>$1,474.98</td>
</tr>
<tr>
<td>9402</td>
<td>1</td>
<td></td>
<td>H.N. REALTY, INC.</td>
<td>789 NEWARK AVE.</td>
<td>$2,632.26</td>
</tr>
<tr>
<td>7902</td>
<td>71</td>
<td></td>
<td>HANNA, MILAD</td>
<td>2982 KENNEDY BLVD.</td>
<td>$585.70</td>
</tr>
<tr>
<td>12107</td>
<td>11</td>
<td></td>
<td>HIGHVIEW PROPERTIES, L.L.C.</td>
<td>301 ACADEMY ST.</td>
<td>$363.18</td>
</tr>
<tr>
<td>12107</td>
<td>15</td>
<td></td>
<td>HIGHVIEW PROPERTIES, L.L.C.</td>
<td>879 BERGEN AVE.</td>
<td>$1,447.11</td>
</tr>
<tr>
<td>12106</td>
<td>6</td>
<td></td>
<td>HU, YUN</td>
<td>905 BERGEN AVE.</td>
<td>$2,298.56</td>
</tr>
<tr>
<td>10601</td>
<td>43</td>
<td></td>
<td>ILC 2877 HOLDINGS LLC</td>
<td>2881-2883 KENNEDY BLVD.</td>
<td>$5,948.92</td>
</tr>
<tr>
<td>10601</td>
<td>54</td>
<td></td>
<td>ILC2815, LLC</td>
<td>2815 KENNEDY BLVD.</td>
<td>$4,482.03</td>
</tr>
<tr>
<td>7805</td>
<td>16</td>
<td></td>
<td>ISELIN 1352 REALTY, L.L.C.</td>
<td>808 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9401</td>
<td>11</td>
<td></td>
<td>ISELIN 1352 REALTY, L.L.C.</td>
<td>815 NEWARK AVE.</td>
<td>$1,222.78</td>
</tr>
<tr>
<td>7905</td>
<td>21</td>
<td></td>
<td>J.J. N CORPORATION</td>
<td>33 VAN REIPEN AVE.</td>
<td>$269.15</td>
</tr>
<tr>
<td>10601</td>
<td>49</td>
<td>C0002</td>
<td>J.F.K. BLVD. RLTY. ASSOC.</td>
<td>2855 KENNEDY BLVD.</td>
<td>$1,860.25</td>
</tr>
<tr>
<td>10601</td>
<td>49</td>
<td>C0001</td>
<td>J.F.K. BLVD. RLTY. ASSOC.</td>
<td>2853 KENNEDY BLVD.</td>
<td>$2,505.35</td>
</tr>
<tr>
<td>10601</td>
<td>49</td>
<td>C0003</td>
<td>J.F.K. BLVD. RLTY. ASSOC.</td>
<td>275 MAGNOLIA AVE.</td>
<td>$8,919.86</td>
</tr>
<tr>
<td>7905</td>
<td>23</td>
<td></td>
<td>J.J.N. CORPORATION, THE</td>
<td>618 PAVONIA AVE.</td>
<td>$275.14</td>
</tr>
<tr>
<td>7905</td>
<td>22</td>
<td></td>
<td>J.J.N. CORPORATION, THE</td>
<td>616 PAVONIA AVE.</td>
<td>$412.71</td>
</tr>
<tr>
<td>7905</td>
<td>20</td>
<td></td>
<td>J.J.N. CORPORATION</td>
<td>35 VAN REIPEN AVE.</td>
<td>$269.16</td>
</tr>
<tr>
<td>9402</td>
<td>5</td>
<td></td>
<td>JAY HIMALAYA TRAD CO C/O M.PATEL</td>
<td>781 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7806</td>
<td>2</td>
<td></td>
<td>JODDIA BAZAR, L.L.C.</td>
<td>862-64 NEWARK AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>10602</td>
<td>1</td>
<td></td>
<td>JOURNAL SQ. PARTNERS, LLC</td>
<td>2814 KENNEDY BLVD.</td>
<td>$5,889.97</td>
</tr>
<tr>
<td>9403</td>
<td>14</td>
<td></td>
<td>JOURNAL SQ. PLAZA C/O PANEPINTO</td>
<td>2965 KENNEDY BLVD.</td>
<td>$14,131.49</td>
</tr>
<tr>
<td>9501</td>
<td>4.01</td>
<td>C0003</td>
<td>JOURNAL SQUARE ASSOCIATES, LLC</td>
<td>595 PAVONIA AVE.</td>
<td>$2,366.18</td>
</tr>
<tr>
<td>9501</td>
<td>4.01</td>
<td>C0002</td>
<td>JOURNAL SQUARE ASSOCIATES, LLC</td>
<td>605 PAVONIA AVE.</td>
<td>$3,942.84</td>
</tr>
<tr>
<td>9501</td>
<td>4.01</td>
<td>C0001</td>
<td>JOURNAL SQUARE ASSOCIATES, LLC</td>
<td>615 PAVONIA AVE.</td>
<td>$18,294.33</td>
</tr>
<tr>
<td>10601</td>
<td>42</td>
<td></td>
<td>JOURNAL SQUARE REALTY CORP.</td>
<td>50 JOURNAL SQ.</td>
<td>$3,698.70</td>
</tr>
<tr>
<td>9401</td>
<td>9</td>
<td></td>
<td>JULIET REALTY, LLC</td>
<td>819 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9402</td>
<td>7</td>
<td></td>
<td>K &amp; K NEWARK, L.L.C.</td>
<td>777 NEWARK AVE.</td>
<td>$1,340.16</td>
</tr>
<tr>
<td>10704</td>
<td>2</td>
<td></td>
<td>K.V.RLTY.CORP.C/O CROWN PARKING</td>
<td>425-435 SUMMIT AVE.</td>
<td>$717.75</td>
</tr>
<tr>
<td>10704</td>
<td>6</td>
<td></td>
<td>K.V.RLTY.CORP.C/O CROWN PARKING</td>
<td>415-421 SUMMIT AVENUE</td>
<td>$1,196.25</td>
</tr>
<tr>
<td>7804</td>
<td>13</td>
<td></td>
<td>KAHN, GREGORY &amp; ASA EDWARD</td>
<td>772 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9401</td>
<td>3.02</td>
<td></td>
<td>KANA 16 CORP.</td>
<td>831 NEWARK AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>7903</td>
<td>59</td>
<td></td>
<td>KATZ, ARTHUR TRUSTEE OF J.N. KATZ</td>
<td>74 VAN REIPEN AVE.</td>
<td>$863.14</td>
</tr>
<tr>
<td>10703</td>
<td>18</td>
<td></td>
<td>KENNEDY LOFTS, LLC</td>
<td>100 NEWKIRK ST.</td>
<td>$1,345.75</td>
</tr>
<tr>
<td>12102</td>
<td>1</td>
<td></td>
<td>KENNEDY TRIANGLE, LLC</td>
<td>2800 KENNEDY BLVD.</td>
<td>$4,387.63</td>
</tr>
<tr>
<td>9401</td>
<td>8</td>
<td></td>
<td>KO, ON PUI &amp; MUN YEE</td>
<td>821 NEWARK AVE.</td>
<td>$1,166.59</td>
</tr>
<tr>
<td>7805</td>
<td>27</td>
<td></td>
<td>KOCHANSKI, WALTER &amp; IRENE % BAKHET</td>
<td>830 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9404</td>
<td>41</td>
<td></td>
<td>L808, B808, C808, &amp; S808, LLC</td>
<td>12 BRYAN PL.</td>
<td>$519.08</td>
</tr>
<tr>
<td>10601</td>
<td>38</td>
<td></td>
<td>L808, B808, C808, &amp; S808, LLC</td>
<td>813 PAVONIA AVE.</td>
<td>$831.73</td>
</tr>
<tr>
<td>9404</td>
<td>35</td>
<td></td>
<td>L808, B808, C808, &amp; S808, LLC</td>
<td>132-140 VAN REIPEN AVE.</td>
<td>$1,665.18</td>
</tr>
<tr>
<td>9404</td>
<td>34</td>
<td></td>
<td>L808, B808, C808, &amp; S808, LLC</td>
<td>808 PAVONIA AVE.</td>
<td>$3,029.10</td>
</tr>
<tr>
<td>10601</td>
<td>39</td>
<td></td>
<td>L808, B808, C808, &amp; S808, LLC</td>
<td>270 MAGNOLIA AVE.</td>
<td>$3,049.00</td>
</tr>
<tr>
<td>12107</td>
<td>22</td>
<td></td>
<td>LANDICO REALTY, INC.</td>
<td>865 BERGEN AVE.</td>
<td>$899.10</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C0302</td>
<td>LOFTUS, BRIAN &amp; HALLORAN, ANDREA</td>
<td>844 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>12103</td>
<td>9</td>
<td></td>
<td>MAGNAYE, DANilo &amp; LOURDES</td>
<td>155 SIP AVE.</td>
<td>$48.06</td>
</tr>
<tr>
<td>7805</td>
<td>15</td>
<td></td>
<td>MAJITHIA, VINOD &amp; USHA</td>
<td>806 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9403</td>
<td>16.01</td>
<td></td>
<td>MARTIN GOLDMAN, LLC % CH MARTIN</td>
<td>2895 KENNEDY BLVD</td>
<td>$5,394.62</td>
</tr>
<tr>
<td>10602</td>
<td>2</td>
<td></td>
<td>MASJID-AL-SALAM, INC.</td>
<td>2822-2826 KENNEDY BLVD</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>9501</td>
<td>2</td>
<td></td>
<td>MC LAUGHLIN REALTY PROP. INC.</td>
<td>625 PAVONIA AVE.</td>
<td>$2,022.98</td>
</tr>
<tr>
<td>7904</td>
<td>10</td>
<td></td>
<td>MCGUIRE, HUGA A. JR.</td>
<td>547 SUMMIT AVE.</td>
<td>$3,372.54</td>
</tr>
<tr>
<td>7806</td>
<td>14</td>
<td></td>
<td>MEENAV, LLC</td>
<td>842 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7904</td>
<td>12</td>
<td></td>
<td>MICHAEL H. PHUNG LIVING TRUST, THE</td>
<td>596 PAVONIA AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7804</td>
<td>24</td>
<td></td>
<td>MIFSUD, NAZARENO &amp; CATHERINE</td>
<td>796 NEWARK AVE.</td>
<td>$5,327.19</td>
</tr>
<tr>
<td>10701</td>
<td>8</td>
<td></td>
<td>MILAD, NABIL AMIN &amp; ETEDAL NABIL</td>
<td>125 NEWKIRK ST.</td>
<td>$24.03</td>
</tr>
<tr>
<td>10701</td>
<td>7</td>
<td></td>
<td>MILAD, SHEREEN N.</td>
<td>127 NEWKIRK ST.</td>
<td>$48.06</td>
</tr>
<tr>
<td>12107</td>
<td>14</td>
<td></td>
<td>MILLER, ALICE J.</td>
<td>293 ACADEMY ST.</td>
<td>$809.19</td>
</tr>
<tr>
<td>10601</td>
<td>63</td>
<td></td>
<td>MODELL'S NJII, INC.C/O MODELL'S SPT</td>
<td>2839 KENNEDY BLVD.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>7804</td>
<td>20</td>
<td></td>
<td>MODI, VARSHA J.</td>
<td>788 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7805</td>
<td>18</td>
<td></td>
<td>MODY HOLDINGS, L.L.C.</td>
<td>812 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C8101</td>
<td>MYLLA LLC.</td>
<td>850 NEWARK AVE.</td>
<td>$1,247.06</td>
</tr>
<tr>
<td>9402</td>
<td>2</td>
<td></td>
<td>NAGY, INGRID</td>
<td>787 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0302</td>
<td>NAIK, CHAITALI V.</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>9605</td>
<td>6.01</td>
<td></td>
<td>NETTER, AVNER % STIEBER&amp;VELORIC, LLC</td>
<td>512 SUMMIT AVE.</td>
<td>$215.42</td>
</tr>
<tr>
<td>7805</td>
<td>19</td>
<td></td>
<td>NEWARK AVE. 823, LLC.</td>
<td>814 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9402</td>
<td>9</td>
<td></td>
<td>NEWARK AVENUE 771-773 REALTY, LLC</td>
<td>771 NEWARK AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>7805</td>
<td>17</td>
<td></td>
<td>NEWARK AVENUE 810 REALTY, LLC</td>
<td>810 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7804</td>
<td>16</td>
<td></td>
<td>O.H.M. REALTY INC. % S. DESAI</td>
<td>778 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C0101</td>
<td>OLSEN, EMILY &amp; RYAN</td>
<td>844 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>9501</td>
<td>23</td>
<td>C0003</td>
<td>ONE JS PARTNERS U.R. CO. LLC%KABR</td>
<td>10 JOURNAL SQ.</td>
<td>$1,300.66</td>
</tr>
<tr>
<td>9501</td>
<td>23</td>
<td>C0001</td>
<td>ONE JS TOWER NO.U.R. CO. LLC%KABR</td>
<td>10 JOURNAL SQ.</td>
<td>$4,335.40</td>
</tr>
<tr>
<td>9501</td>
<td>23</td>
<td>C0002</td>
<td>ONE JS TOWER SO.URB R.CO.LLC%KABR</td>
<td>10 JOURNAL SQ.</td>
<td>$3,034.84</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C2020</td>
<td>ONSKYO, JEFFREY &amp; LARSEN, CAITLIN</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7904</td>
<td>14</td>
<td></td>
<td>PARKING MANAGEMENT LTD.</td>
<td>608 PAVONIA AVE.</td>
<td>$550.28</td>
</tr>
<tr>
<td>7804</td>
<td>17</td>
<td></td>
<td>PATEL CASH &amp; CARRY, INC.</td>
<td>780-2 NEWARK AVE.</td>
<td>$2,247.76</td>
</tr>
<tr>
<td>9401</td>
<td>4</td>
<td></td>
<td>PATEL INDO-PAK GROC., INC.%PATEL</td>
<td>829 NEWARK AVE.</td>
<td>$1,133.77</td>
</tr>
<tr>
<td>7805</td>
<td>25</td>
<td></td>
<td>PATEL, ASHOK &amp; ALKA</td>
<td>826 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C2040</td>
<td>PATEL, BHAVIN &amp; CHARY, SOWMYA</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7805</td>
<td>21</td>
<td></td>
<td>PATEL, JAGDISH &amp; LATA</td>
<td>818 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7902</td>
<td>72</td>
<td></td>
<td>PATEL, MAHESH</td>
<td>2984 KENNEDY BLVD.</td>
<td>$853.70</td>
</tr>
<tr>
<td>7804</td>
<td>14</td>
<td></td>
<td>PATEL, PRABHU &amp; GOVIND</td>
<td>774 NEWARK AVE.</td>
<td>$48.06</td>
</tr>
<tr>
<td>9401</td>
<td>18</td>
<td></td>
<td>PATEL, RATILAL V &amp; MADHUBEN R</td>
<td>795 NEWARK AVE.</td>
<td>$1,141.86</td>
</tr>
<tr>
<td>7804</td>
<td>25</td>
<td></td>
<td>PATEL, SHARMA &amp; MODI, VARSHA</td>
<td>10 LIBERTY AVE.</td>
<td>$192.25</td>
</tr>
<tr>
<td>7806</td>
<td>17</td>
<td></td>
<td>PATH PROPERTY MANAGEMENT, LLC;</td>
<td>848 NEWARK AVE.</td>
<td>$144.19</td>
</tr>
<tr>
<td>9501</td>
<td>18</td>
<td></td>
<td>PATHSIDE, LLC % PANE PINTO PROP</td>
<td>501 SUMMIT AVE.</td>
<td>$4,522.21</td>
</tr>
<tr>
<td>7904</td>
<td>13</td>
<td></td>
<td>PAVONIA REALTY HOLDINGS, LLC</td>
<td>600 PAVONIA AVE.</td>
<td>$19,102.30</td>
</tr>
<tr>
<td>12107</td>
<td>17</td>
<td></td>
<td>PEACE INTERNATIONAL TRADE, INC.</td>
<td>875 BERGEN AVE.</td>
<td>$870.78</td>
</tr>
<tr>
<td>12107</td>
<td>18</td>
<td></td>
<td>PEACE INTERNATIONAL TRADE, INC.</td>
<td>873 BERGEN AVE.</td>
<td>$990.44</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0301</td>
<td>PERRETTA, THOMAS &amp; ROBERT&amp;JOHN</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>9401</td>
<td>12</td>
<td></td>
<td>PETEL, RAJENDRA</td>
<td>813 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9403</td>
<td>15</td>
<td>C0002</td>
<td>P'H-MII UNIT 2, LLC</td>
<td>2955 KENNEDY BLVD.</td>
<td>$6,452.93</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>--------</td>
<td>-----</td>
<td>------</td>
<td>----------------------------------------------</td>
<td>----------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>7804</td>
<td>12</td>
<td></td>
<td>PRAKEL, ANDREW F.</td>
<td>2995 KENNEDY BLVD.</td>
<td>$9,970.16</td>
</tr>
<tr>
<td>7806</td>
<td>13</td>
<td></td>
<td>PUSHTEL CONSTRUCTION INC.</td>
<td>854 NEWARK AVE.</td>
<td>$832.59</td>
</tr>
<tr>
<td>13302</td>
<td>20</td>
<td></td>
<td>R.J.M REALTY, LLC % ROBERT PAYNE</td>
<td>845 BERGEN AVE.</td>
<td>$6,849.37</td>
</tr>
<tr>
<td>9401</td>
<td>1</td>
<td></td>
<td>RADIA PROPERTIES LLC</td>
<td>839 NEWARK AVE.</td>
<td>$2,022.98</td>
</tr>
<tr>
<td>10603</td>
<td>14</td>
<td></td>
<td>RADIA PROPERTIES, LLC</td>
<td>41 TOUSNELE AVE.</td>
<td>$1,180.07</td>
</tr>
<tr>
<td>10601</td>
<td>52</td>
<td></td>
<td>RANI MANAGEMENT C/O ELYSEE INVEST.</td>
<td>2833 KENNEDY BLVD.</td>
<td>$2,809.70</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C0301</td>
<td>ROMANTICO, MARK &amp; MARIE</td>
<td>844 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7806</td>
<td>13</td>
<td></td>
<td>ROSHANI, LLC</td>
<td>840 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7804</td>
<td>19</td>
<td></td>
<td>ROSNI ASSOCIATES, LLC</td>
<td>786 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9402</td>
<td>12</td>
<td></td>
<td>ROSNI REALTY ASSOC,C/O ROHIT SHAH</td>
<td>765 NEWARK AVENUE</td>
<td>$1,191.31</td>
</tr>
<tr>
<td>7805</td>
<td>20</td>
<td></td>
<td>SAGGAR, SATINDER &amp; MINI</td>
<td>816 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0402</td>
<td>SAINI, ANAND</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12104</td>
<td>2</td>
<td></td>
<td>SALMAN CAPITAL, LLC</td>
<td>921 BERGEN AVE.</td>
<td>$49,034.59</td>
</tr>
<tr>
<td>9402</td>
<td>15</td>
<td></td>
<td>SASSOON PROP,INC,% ALPINE R., LLC</td>
<td>2973 KENNEDY BLVD.</td>
<td>$210.35</td>
</tr>
<tr>
<td>7805</td>
<td>24</td>
<td></td>
<td>SB LUGGAGE, INC.</td>
<td>824 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>12107</td>
<td>20</td>
<td></td>
<td>SCALIA,C,A,E,O,BONETTI,A&amp;CAMANILE</td>
<td>869 BERGEN AVE.</td>
<td>$899.10</td>
</tr>
<tr>
<td>12107</td>
<td>21</td>
<td></td>
<td>SCALIA,C,A,E,P,BONETTI,A&amp;CAMANILE</td>
<td>867 BERGEN AVE.</td>
<td>$899.10</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C0202</td>
<td>SEE, YI-CHANG</td>
<td>844 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>10603</td>
<td>16</td>
<td></td>
<td>SEVILLA GRANDE, LLC</td>
<td>2801 KENNEDY BLVD.</td>
<td>$9,208.82</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0402</td>
<td>SHAH, MAMTA &amp; SHROFF, MIHIR</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7805</td>
<td>14</td>
<td></td>
<td>SHAH, ROHIT &amp; JITA</td>
<td>804 NEWARK AVE.</td>
<td>$5,619.40</td>
</tr>
<tr>
<td>12107</td>
<td>12</td>
<td></td>
<td>SHEDEED, AHMED</td>
<td>299 ACADEMY ST.</td>
<td>$1,550.95</td>
</tr>
<tr>
<td>9402</td>
<td>14</td>
<td></td>
<td>SHREE KHELLESHWARY REALTY, LLC</td>
<td>2975 KENNEDY BLVD.</td>
<td>$4,615.55</td>
</tr>
<tr>
<td>7804</td>
<td>22</td>
<td></td>
<td>SINGH, RABINDRANAUTH &amp; LILIYA</td>
<td>792 NEWARK AVENUE</td>
<td>$227.29</td>
</tr>
<tr>
<td>7804</td>
<td>23</td>
<td></td>
<td>SINGH, RABINDRANAUTH &amp; LILIYA</td>
<td>794 NEWARK AVENUE</td>
<td>$227.29</td>
</tr>
<tr>
<td>7804</td>
<td>18</td>
<td></td>
<td>SINGH, RABINDRANAUTH &amp; LILIYA</td>
<td>784 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9401</td>
<td>14</td>
<td></td>
<td>SINGH, RABINDRANAUTH &amp; LILIYA</td>
<td>807 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>7804</td>
<td>21</td>
<td></td>
<td>SINGH, RABINDRANAUTH &amp; LILIYA R</td>
<td>790 NEWARK AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>9501</td>
<td>20</td>
<td></td>
<td>SIP 60 LLC &amp; LUDLOW PROP II LLC</td>
<td>60 SIP AVE.</td>
<td>$7,907.86</td>
</tr>
<tr>
<td>9501</td>
<td>19</td>
<td></td>
<td>SIP TRIANGLE, LLC %MARGULES PROP.</td>
<td>48-58 SIP AVE.</td>
<td>$5,311.91</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C8001</td>
<td>SOLIMAN, EMAD</td>
<td>844 BERGEN AVE.</td>
<td>$1,364.84</td>
</tr>
<tr>
<td>12107</td>
<td>13</td>
<td></td>
<td>SOON CHUN CORP.</td>
<td>295 ACADEMY ST.</td>
<td>$809.19</td>
</tr>
<tr>
<td>9501</td>
<td>17</td>
<td></td>
<td>SPIRIT, L.L.C.</td>
<td>507 SUMMIT AVE.</td>
<td>$2,240.85</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C8001</td>
<td>SSB GOLER, LLC</td>
<td>851 BERGEN AVE.</td>
<td>$2,607.40</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0202</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0204</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0205</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0301</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0303</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0304</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0305</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0401</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0402</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0403</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0404</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0405</td>
<td>SSB GOLER, LLC %ALEXANDER GRP NJ,LLC</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Qual</td>
<td>Owner</td>
<td>Property Location</td>
<td>Total Bill</td>
</tr>
<tr>
<td>-------</td>
<td>------</td>
<td>------</td>
<td>-----------------------------------------------------</td>
<td>-------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>10602</td>
<td>5</td>
<td></td>
<td>STEDCO RLTY. CORP. % PARIGI GROUP</td>
<td>2840 KENNEDY BLVD.</td>
<td>$1,960.05</td>
</tr>
<tr>
<td>13401</td>
<td>5</td>
<td>C0201</td>
<td>SVETOCHKI LLC.</td>
<td>844 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>9401</td>
<td>13</td>
<td></td>
<td>TEXTILES, INDIRA - INDIRA INTL</td>
<td>809 NEWARK AVE.</td>
<td>$2,150.21</td>
</tr>
<tr>
<td>9605</td>
<td>5</td>
<td></td>
<td>THE CLUB</td>
<td>510 SUMMIT AVE.</td>
<td>$2,308.90</td>
</tr>
<tr>
<td>12103</td>
<td>6</td>
<td></td>
<td>THE HAMPShIRE HOUSE, L.L.C.</td>
<td>22 TONNELE AVE.</td>
<td>$1,201.56</td>
</tr>
<tr>
<td>7902</td>
<td>73</td>
<td></td>
<td>TUNG, RAE F.</td>
<td>2986 KENNEDY BLVD.</td>
<td>$856.40</td>
</tr>
<tr>
<td>13402</td>
<td>2</td>
<td></td>
<td>TWIN PROPERTIES, LLC &amp; DYNASTY REALTY</td>
<td>848 BERGEN AVE.</td>
<td>$734.57</td>
</tr>
<tr>
<td>13402</td>
<td>3</td>
<td></td>
<td>TWIN REALTY ASSOCIATES, L.L.C.</td>
<td>850 BERGEN AVE.</td>
<td>$2,843.87</td>
</tr>
<tr>
<td>7805</td>
<td>13</td>
<td></td>
<td>VAIID, MADHUKANT M. &amp; HASUMATI M.</td>
<td>823 NEWARK AVE.</td>
<td>$232.26</td>
</tr>
<tr>
<td>9401</td>
<td>7</td>
<td></td>
<td>VRAJ REALTY, LLC</td>
<td>133 VAN WINKLE AVE.</td>
<td>$4,495.52</td>
</tr>
<tr>
<td>12103</td>
<td>7</td>
<td></td>
<td>WANCO, MICHAEL ET UX</td>
<td>157 SIP AVE.</td>
<td>$1,123.88</td>
</tr>
<tr>
<td>12107</td>
<td>27</td>
<td>C0302</td>
<td>WANG, JINSONG &amp; FANG, KUN</td>
<td>851 BERGEN AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0303</td>
<td>WILE, HALEY &amp; PERRETTA, ROBERT</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0203</td>
<td>XIAO, XIANG A &amp; CHEN MIN</td>
<td>850 NEWARK AVE.</td>
<td>$24.03</td>
</tr>
<tr>
<td>7806</td>
<td>18.01</td>
<td>C0201</td>
<td>YACOUB, JOSEPH M.</td>
<td>850 NEWARK AVE.</td>
<td>$773,306.96</td>
</tr>
</tbody>
</table>
RESOLUTION APPROVING THE REAPPOINTMENT OF A CHIEF MUNICIPAL
PROSECUTOR FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR A
TERM OF ONE YEAR

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

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

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

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

1. The reappointment of Jacob V. Hudnut, as Chief Municipal Prosecutor, be and is
   hereby approved with a one year term of office to commence on or about July 2, 2019
   and to expire on July 1, 2020.

2. The Chief Municipal Prosecutor shall be compensated on an hourly, per diem, or
   annual basis in an amount to be determined by the Mayor or Business Administrator.

Approved: JUN 26 2019

APPROVED:  / / Business Administrator

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></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.

Rodrigo L. Laviano, 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 APPROVING THE REAPPOINTMENT OF A CHIEF MUNICIPAL PROSECUTOR FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR A TERM OF ONE YEAR

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the Mayor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Steven M. Fulop</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5200</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

Resolution approving the reappointment of Jacob V. Hudnut as Chief Municipal Prosecutor for the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 3/19
JACOB V. (JAKE) HUDNUT
Jersey City, New Jersey

EXPERIENCE

City of Jersey City, Jersey City, NJ
Jersey City Chief Prosecutor

Oversee the prosecution of all misdemeanors (called “disorderly person offenses” under New Jersey law), traffic violations (including driving while intoxicated), and quality-of-life violations (written by over ten state, county, and city law and code enforcement agencies) that occur in Jersey City. Serve as chair of the Mayor’s Quality of Life Taskforce and an active stakeholder in Jersey City Community Solutions (“Community Court”). Coordinate enforcement plans within the Department of Public Safety’s Quality of Life Unit, including police’s ABC, Scofflaw Warrants, and Community Relations units and fire’s Arson and Prevention units. Initiated the state’s first municipal-level Veterans Diversion Program and the state’s first in-court monthly resources day for victims of crime with the Office of the Attorney General. Increased quality-of-life prosecutions against inattentive landlords and property owners, commercial businesses maintaining attractive nuisances, and misdemeanor recidivists. Enhanced the office’s accessibility and responsiveness to victims and witnesses of crime.

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

Defended people accused of crimes in New York and New Jersey. Acted as lead attorney on the firm’s New Jersey criminal cases, including two successful motions in 2018 to overcome New Jersey’s statutory presumption of incarceration. Oversaw the firm’s “crimmigration” practice, coordinating with the firm’s immigration group to investigate and move for post-conviction relief pursuant to Padilla v. Kentucky, 559 U.S. 356 (2010).

Hudnut Law, LLC, Jersey City, NJ
Criminal Trial Attorney

Built and managed a successful criminal defense practice. Represented over 500 people charged with crimes. Tried 14 cases through to jury verdicts with nine acquittals, including first-degree drug charges arguing mistake and first-degree kidnapping arguing consent. Researched, wrote, and argued motions that protected clients’ rights, with successful arguments including coerced consent to search and double jeopardy. Supported indigent defense, serving as assigned counsel on over a thousand cases in the Superior Court and the Jersey City Municipal Court.

Superior Court of New Jersey, Essex Vicinage, Newark, NJ
Law Clerk to Hon. Peter J. Vazquez, Presiding Judge (Criminal Division)

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

Blume Goldfaden, et al., Jersey City, NJ
Law Clerk

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

Genova, Burns & Vernoia, Newark, NJ
Special Assistant

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

EDUCATION

Seton Hall University School of Law, Newark, NJ
Juris Doctor, 2010
Commencement Speaker; Moot Court Competition (semifinalist)

Montclair State University, Montclair, NJ
Bachelor of Arts, cum laude, Political Science, 2005
Commencement Speaker; Student Body President (two terms)

PUBLICATIONS

Hudnut, J., Op-ed: Hudson County Jail A Death Sentence for Too Many, THE JERSEY JOURNAL, Jan. 29, 2018
Hudnut, J., My Solo Adventure, NEW JERSEY LAWYER MAGAZINE, June 2012

PROFESSIONAL & COMMUNITY INVOLVEMENT

Board Member, New Jersey Municipal Prosecutors Association, 2019
Board Member, Jersey City Training and Employment Program, 2018 – present
President, Harsimus Cove Association, 2017
Trustee, Hudson County Bar Association, 2017 – present
June 12, 2019

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

Re: Re-Appointment of Chief Municipal Prosecutor

Dear Council President and Members of the Municipal Council:

Pursuant to N.J.S.A. 2B:12-4(b), please be advised that I have reappointed Jacob V. Hudnut, a resident of Jersey City, for a one year term, beginning July 2, 2019 and expiring July 1, 2020 as Chief Municipal Prosecutor of the Municipal court of Jersey City.

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

Very truly yours,

STEVEN M. FULOP
Mayor

SMF/igp
cc: Robert Byrne, City Clerk
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 “A”; 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  

Certification Required □  

Not Required □  

APPROVED □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
<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>
<td>HOMRI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td></td>
<td>✓</td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td></td>
<td>✓</td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td></td>
<td>✓</td>
<td></td>
<td>LAVARRO</td>
<td></td>
<td>✓</td>
<td></td>
<td></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.  

Roberta 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 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>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Ed Toloza</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Ext. 4707</td>
</tr>
<tr>
<td></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 settlement appeals filed before the Tax Court of New Jersey. These reductions were result of assessments that are above 100% of market value. The total amount of credits due on these settlements are at $2,247,522.31

I certify that all the facts presented herein are accurate.

Signature of Department Director: ___________________________  Date: 6/13/19
<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Qual</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>8206</td>
<td>25</td>
<td></td>
<td>530 Newark Ave.</td>
<td>2018</td>
<td>530 Newark Properties, LLC</td>
<td>Commercial</td>
<td>$3,617,600</td>
<td>$2,600,000</td>
<td>$1,017,600</td>
<td>$15,144.89</td>
</tr>
<tr>
<td>15304</td>
<td>8</td>
<td></td>
<td>44 Clifton Pl.</td>
<td>2018</td>
<td>Clifton Place, Inc</td>
<td>Apartments</td>
<td>$1,570,100</td>
<td>$1,007,300</td>
<td>$562,800</td>
<td>$8,374.46</td>
</tr>
<tr>
<td>15304</td>
<td>9</td>
<td></td>
<td>48 Clifton Pl.</td>
<td>2018</td>
<td>Clifton Place, Inc</td>
<td>Apartments</td>
<td>$1,570,100</td>
<td>$1,117,900</td>
<td>$452,200</td>
<td>$6,728.74</td>
</tr>
<tr>
<td>28304</td>
<td>4</td>
<td></td>
<td>105 County Village Rd.</td>
<td>2016</td>
<td>Bernal, Rodrigo &amp; Samantha</td>
<td>1-4 Family Residential</td>
<td>$130,000</td>
<td>$112,000</td>
<td>$18,000</td>
<td>$1,386.18</td>
</tr>
<tr>
<td>28304</td>
<td>4</td>
<td></td>
<td>105 County Village Rd.</td>
<td>2017</td>
<td>Bernal, Rodrigo &amp; Samantha</td>
<td>1-4 Family Residential</td>
<td>$130,000</td>
<td>$97,000</td>
<td>$33,000</td>
<td>$2,574.00</td>
</tr>
<tr>
<td>20801</td>
<td>64</td>
<td></td>
<td>296 Ege Ave.</td>
<td>2016</td>
<td>Gomez, C. &amp; L. &amp; Velasquez, J.E.</td>
<td>1-4 Family Residential</td>
<td>$98,500</td>
<td>$82,000</td>
<td>$16,500</td>
<td>$1,270.67</td>
</tr>
<tr>
<td>20801</td>
<td>64</td>
<td></td>
<td>296 Ege Ave.</td>
<td>2017</td>
<td>Gomez, C. &amp; L. &amp; Velasquez, J.E.</td>
<td>1-4 Family Residential</td>
<td>$98,500</td>
<td>$75,000</td>
<td>$23,500</td>
<td>$1,833.00</td>
</tr>
<tr>
<td>30104</td>
<td>32</td>
<td></td>
<td>26 Gates Ave.</td>
<td>2016</td>
<td>Garcia, James M. Jr.</td>
<td>1-4 Family Residential</td>
<td>$125,000</td>
<td>$110,000</td>
<td>$15,000</td>
<td>$1,155.15</td>
</tr>
<tr>
<td>30104</td>
<td>32</td>
<td></td>
<td>26 Gates Ave.</td>
<td>2017</td>
<td>Garcia, James M. Jr.</td>
<td>1-4 Family Residential</td>
<td>$125,000</td>
<td>$100,000</td>
<td>$25,000</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>24703</td>
<td>29</td>
<td></td>
<td>355 Woodlawn Ave.</td>
<td>2016</td>
<td>De Leon, Albert &amp; Adorina</td>
<td>1-4 Family Residential</td>
<td>$110,000</td>
<td>$85,000</td>
<td>$25,000</td>
<td>$1,925.25</td>
</tr>
<tr>
<td>24703</td>
<td>29</td>
<td></td>
<td>355 Woodlawn Ave.</td>
<td>2017</td>
<td>De Leon, Albert &amp; Adorina</td>
<td>1-4 Family Residential</td>
<td>$110,000</td>
<td>$78,000</td>
<td>$32,000</td>
<td>$2,496.00</td>
</tr>
<tr>
<td>24703</td>
<td>30</td>
<td></td>
<td>353 Woodlawn Ave.</td>
<td>2016</td>
<td>Garcia, Susan A.</td>
<td>1-4 Family Residential</td>
<td>$106,400</td>
<td>$85,000</td>
<td>$21,400</td>
<td>$1,648.01</td>
</tr>
<tr>
<td>24703</td>
<td>30</td>
<td></td>
<td>353 Woodlawn Ave.</td>
<td>2017</td>
<td>Garcia, Susan A.</td>
<td>1-4 Family Residential</td>
<td>$106,400</td>
<td>$78,000</td>
<td>$28,400</td>
<td>$2,215.20</td>
</tr>
<tr>
<td>25701</td>
<td>18</td>
<td></td>
<td>41 Suburbia Drive</td>
<td>2016</td>
<td>Heise, Monica &amp; Carl</td>
<td>1-4 Family Residential</td>
<td>$119,100</td>
<td>$80,000</td>
<td>$39,100</td>
<td>$3,011.09</td>
</tr>
<tr>
<td>25701</td>
<td>18</td>
<td></td>
<td>41 Suburbia Drive</td>
<td>2017</td>
<td>Heise, Monica &amp; Carl</td>
<td>1-4 Family Residential</td>
<td>$119,100</td>
<td>$73,000</td>
<td>$46,100</td>
<td>$3,595.80</td>
</tr>
<tr>
<td>29002</td>
<td>31</td>
<td></td>
<td>68 Country Village Rd.</td>
<td>2016</td>
<td>Hauptman, Deborah L.</td>
<td>1-4 Family Residential</td>
<td>$120,000</td>
<td>$110,000</td>
<td>$10,000</td>
<td>$770.10</td>
</tr>
<tr>
<td>29002</td>
<td>31</td>
<td></td>
<td>68 Country Village Rd.</td>
<td>2017</td>
<td>Hauptman, Deborah L.</td>
<td>1-4 Family Residential</td>
<td>$120,000</td>
<td>$95,000</td>
<td>$25,000</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>29007</td>
<td>3</td>
<td></td>
<td>41 Crossgate Rd.</td>
<td>2016</td>
<td>Jedra, Bogdan</td>
<td>1-4 Family Residential</td>
<td>$105,000</td>
<td>$95,000</td>
<td>$10,000</td>
<td>$770.10</td>
</tr>
<tr>
<td>29007</td>
<td>3</td>
<td></td>
<td>41 Crossgate Rd.</td>
<td>2017</td>
<td>Jedra, Bogdan</td>
<td>1-4 Family Residential</td>
<td>$105,000</td>
<td>$90,000</td>
<td>$15,000</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>27801</td>
<td>6</td>
<td></td>
<td>65 Riverview Ave.</td>
<td>2016</td>
<td>Lakandula, Marlon P. &amp; Jardin K.</td>
<td>1-4 Family Residential</td>
<td>$130,200</td>
<td>$105,000</td>
<td>$25,200</td>
<td>$1,940.65</td>
</tr>
<tr>
<td>27801</td>
<td>6</td>
<td></td>
<td>65 Riverview Ave.</td>
<td>2017</td>
<td>Lakandula, Marlon P. &amp; Jardin K.</td>
<td>1-4 Family Residential</td>
<td>$130,200</td>
<td>$90,000</td>
<td>$40,200</td>
<td>$3,135.60</td>
</tr>
<tr>
<td>Property ID</td>
<td>Street Address</td>
<td>Year</td>
<td>Type</td>
<td>1-4 Family Residential</td>
<td>Commercial</td>
<td>WITHDRAWAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------------</td>
<td>------</td>
<td>---------------------------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>-----------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26301</td>
<td>217 Fowler Ave.</td>
<td>2016</td>
<td>Madrid, Deogracias &amp; Adelaida S.</td>
<td>$142,000</td>
<td>$105,000</td>
<td>$37,000</td>
<td>$2,849.37</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26301</td>
<td>217 Fowler Ave.</td>
<td>2017</td>
<td>Madrid, Deogracias &amp; Adelaida S.</td>
<td>$142,000</td>
<td>$95,000</td>
<td>$47,000</td>
<td>$3,666.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28303</td>
<td>90-92 Country Village Rd.</td>
<td>2016</td>
<td>Margetis, A. &amp; S. Margetis, G. &amp; A.</td>
<td>$125,000</td>
<td>$110,000</td>
<td>$15,000</td>
<td>$1,155.15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28303</td>
<td>90-92 Country Village Rd.</td>
<td>2017</td>
<td>Margetis, A. &amp; S. Margetis, G. &amp; A.</td>
<td>$125,000</td>
<td>$95,000</td>
<td>$30,000</td>
<td>$2,340.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>504</td>
<td>31 Leonard St.</td>
<td>2016</td>
<td>Messina, G. &amp; I. &amp; Spadavecchia</td>
<td>$121,500</td>
<td>$106,500</td>
<td>$15,000</td>
<td>$1,155.15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>504</td>
<td>31 Leonard St.</td>
<td>2017</td>
<td>Messina, G. &amp; I. &amp; Spadavecchia</td>
<td>$121,500</td>
<td>$106,500</td>
<td>$15,000</td>
<td>$1,170.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15602</td>
<td>402-4 Halladay St.</td>
<td>2016</td>
<td>O'Connor, Myles V.</td>
<td>$100,000</td>
<td>$90,000</td>
<td>$10,000</td>
<td>$770.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15602</td>
<td>402-4 Halladay St.</td>
<td>2017</td>
<td>O'Connor, Myles V.</td>
<td>$100,000</td>
<td>$85,000</td>
<td>$15,000</td>
<td>$1,170.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29007</td>
<td>43 Crossgate Rd.</td>
<td>2016</td>
<td>Tyryllo, Maria</td>
<td>$115,000</td>
<td>$105,000</td>
<td>$10,000</td>
<td>$770.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29007</td>
<td>43 Crossgate Rd.</td>
<td>2017</td>
<td>Tyryllo, Maria</td>
<td>$115,000</td>
<td>$90,000</td>
<td>$25,000</td>
<td>$1,170.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16103</td>
<td>21 Condict St.</td>
<td>2016</td>
<td>Hernandez, Martin</td>
<td>$118,200</td>
<td>$103,700</td>
<td>$14,500</td>
<td>$1,116.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16103</td>
<td>21 Condict St.</td>
<td>2017</td>
<td>Hernandez, Martin</td>
<td>$118,200</td>
<td>$93,700</td>
<td>$24,500</td>
<td>$1,111.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10105</td>
<td>495 Manila Ave.</td>
<td>2016</td>
<td>Fifth Ward Savings Bank</td>
<td>$3,142,100</td>
<td>$1,659,000</td>
<td>$1,483,100</td>
<td>$22,068.53</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10105</td>
<td>495 Manila Ave.</td>
<td>2017</td>
<td>Fifth Ward Savings Bank</td>
<td>$3,142,100</td>
<td>$1,659,000</td>
<td>$1,483,100</td>
<td>$22,068.53</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7902</td>
<td>587 Summit Ave.</td>
<td>2016</td>
<td>Hudson Savings Bank</td>
<td>$3,886,500</td>
<td>$3,239,000</td>
<td>$647,500</td>
<td>$9,634.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7902</td>
<td>587 Summit Ave.</td>
<td>2017</td>
<td>Hudson Savings Bank</td>
<td>$3,886,500</td>
<td>$3,239,000</td>
<td>$647,500</td>
<td>$9,634.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23603</td>
<td>534 Ocean Ave.</td>
<td>2018</td>
<td>Hudson Savings Bank</td>
<td>$1,149,500</td>
<td>$820,000</td>
<td>$329,500</td>
<td>$4,902.96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23603</td>
<td>536 Ocean Ave.</td>
<td>2018</td>
<td>Hudson Savings Bank</td>
<td>$1,149,500</td>
<td>$820,000</td>
<td>$329,500</td>
<td>$4,902.96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11504</td>
<td>130 Bay Street</td>
<td>2018</td>
<td>Warren At Bay, LLC</td>
<td>$14,729,900</td>
<td>$2,250,000</td>
<td>$2,479,900</td>
<td>$36,900.91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11504</td>
<td>130 Bay Street</td>
<td>2019</td>
<td>Warren At Bay, LLC</td>
<td>$14,729,900</td>
<td>$2,250,000</td>
<td>$2,479,900</td>
<td>$36,900.91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel</td>
<td>Zoning</td>
<td>Address</td>
<td>Year</td>
<td>Orp</td>
<td>Description</td>
<td>Owner 1</td>
<td>Owner 2</td>
<td>Owner 3</td>
<td>Owner 4</td>
<td>Owner 5</td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>---------</td>
<td>------</td>
<td>-----</td>
<td>-------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>14502</td>
<td>X</td>
<td>70 Hudson St.</td>
<td>2016</td>
<td>14</td>
<td>70 Hudson Waterfront Urban Renewal, LLC</td>
<td>Commercial</td>
<td>$49,509,400</td>
<td>$30,141,000</td>
<td>$19,368,400</td>
<td>$0.00</td>
</tr>
<tr>
<td>14502</td>
<td>X</td>
<td>70 Hudson St.</td>
<td>2017</td>
<td>14</td>
<td>70 Hudson Waterfront Urban Renewal, LLC</td>
<td>Commercial</td>
<td>$49,509,400</td>
<td>$26,285,300</td>
<td>$23,224,100</td>
<td>$0.00</td>
</tr>
<tr>
<td>16601</td>
<td>44</td>
<td>2530 Kennedy Blvd</td>
<td>2016</td>
<td>44</td>
<td>Hudson City Savings Bank</td>
<td>Commercial</td>
<td>$445,000</td>
<td>$350,000</td>
<td>$95,000</td>
<td>$7,315.95</td>
</tr>
<tr>
<td>16601</td>
<td>44</td>
<td>2530 Kennedy Blvd</td>
<td>2017</td>
<td>44</td>
<td>Hudson City Savings Bank</td>
<td>Commercial</td>
<td>$445,000</td>
<td>$350,000</td>
<td>$95,000</td>
<td>$7,410.00</td>
</tr>
<tr>
<td>24903</td>
<td>18</td>
<td>123 M. L. King Drive</td>
<td>2017</td>
<td>18</td>
<td>Woodlawn Estates, LLC</td>
<td>Commercial</td>
<td>$70,000</td>
<td>$52,600</td>
<td>$18,200</td>
<td>$1,419.60</td>
</tr>
<tr>
<td>24903</td>
<td>19</td>
<td>121 M. L. King Drive</td>
<td>2017</td>
<td>19</td>
<td>Woodlawn Estates, LLC</td>
<td>Commercial</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 M. L. King Drive</td>
<td>2017</td>
<td>20</td>
<td>Woodlawn Estates, LLC</td>
<td>Commercial</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>186 Woodlawn Ave.</td>
<td>2017</td>
<td>21</td>
<td>Woodlawn Estates, LLC</td>
<td>Commercial</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 Woodlawn Ave.</td>
<td>2017</td>
<td>22</td>
<td>Woodlawn Estates, LLC</td>
<td>Vacant Land</td>
<td>$27,500</td>
<td>$22,500</td>
<td>$5,000</td>
<td>$390.00</td>
</tr>
<tr>
<td>14103</td>
<td>54</td>
<td>248 Grove St.</td>
<td>2018</td>
<td>54</td>
<td>D2KL Associates, LLC</td>
<td>1-4 Family Residential</td>
<td>$1,968,400</td>
<td>$800,000</td>
<td>$1,168,400</td>
<td>$17,385.79</td>
</tr>
<tr>
<td>11605</td>
<td>1</td>
<td>30 Montgomery St.</td>
<td>2018</td>
<td>1</td>
<td>30 Montgomery Partners, LLC</td>
<td>Commercial</td>
<td>$87,793,500</td>
<td>$79,950,500</td>
<td>$7,843,000</td>
<td>$116,703.84</td>
</tr>
<tr>
<td>12902</td>
<td>1</td>
<td>95 Columbus Drive</td>
<td>2018</td>
<td>1</td>
<td>Wells Reit II-International Financial Tower</td>
<td>Commercial</td>
<td>$176,828,000</td>
<td>$154,000,000</td>
<td>$22,828,000</td>
<td>$339,680.64</td>
</tr>
<tr>
<td>12902</td>
<td>1</td>
<td>T01 95 Columbus Drive</td>
<td>2018</td>
<td>1</td>
<td>Wells Reit II-International Financial Tower</td>
<td>Commercial</td>
<td>WITHDRAWN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8501</td>
<td>2</td>
<td>350 Ninth St</td>
<td>2018</td>
<td>2</td>
<td>The Atrium At Hamilton Park U.R., LLC</td>
<td>Commercial</td>
<td>$17,357,500</td>
<td>$13,000,000</td>
<td>$4,357,500</td>
<td>$64,839.60</td>
</tr>
<tr>
<td>12002</td>
<td>53</td>
<td>38 Corbin Ave.</td>
<td>2015</td>
<td>53</td>
<td>Ramrup, Satish</td>
<td>1-4 Family Residential</td>
<td>$83,500</td>
<td>$70,000</td>
<td>$13,500</td>
<td>$1,010.07</td>
</tr>
<tr>
<td>20101</td>
<td>56</td>
<td>179 Van Horne St.</td>
<td>2015</td>
<td>56</td>
<td>Ramrup, Rajnarine</td>
<td>1-4 Family Residential</td>
<td>$80,000</td>
<td>$70,000</td>
<td>$10,000</td>
<td>$748.20</td>
</tr>
<tr>
<td>2804</td>
<td>28</td>
<td>397-99 Central Ave.</td>
<td>2018</td>
<td>28</td>
<td>397 Central Avenue, LLC</td>
<td>Commercial</td>
<td>$2,044,900</td>
<td>$1,500,000</td>
<td>$544,900</td>
<td>$8,108.11</td>
</tr>
<tr>
<td>20601</td>
<td>32</td>
<td>2271 Kennedy Blvd</td>
<td>2018</td>
<td>32</td>
<td>Mattos, Gabriel</td>
<td>1-4 Family Residential</td>
<td>$196,400</td>
<td>$176,400</td>
<td>$20,000</td>
<td>$297.60</td>
</tr>
<tr>
<td>27806</td>
<td>2</td>
<td>19 Oakdale Rd.</td>
<td>2016</td>
<td>2</td>
<td>Blois, Frederick &amp; Donna</td>
<td>1-4 Family Residential</td>
<td>$136,700</td>
<td>$102,000</td>
<td>$34,700</td>
<td>$2,672.25</td>
</tr>
<tr>
<td>20502</td>
<td>34</td>
<td>25 Williams Ave.</td>
<td>2016</td>
<td>34</td>
<td>U. S. Bank National Assoc.,</td>
<td>1-4 Family Residential</td>
<td>$110,000</td>
<td>$80,000</td>
<td>$30,000</td>
<td>$2,310.30</td>
</tr>
<tr>
<td>Parcel</td>
<td>Address</td>
<td>Year</td>
<td>Seller</td>
<td>Use</td>
<td>1-4 Family Residential</td>
<td>WITHDRAWN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------------------</td>
<td>------</td>
<td>----------------------------------</td>
<td>----------------------</td>
<td>------------------------</td>
<td>---------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20502</td>
<td>34 25 Williams Ave</td>
<td>2017</td>
<td>U. S. Bank National Assoc.,</td>
<td>1-4 Family Residential</td>
<td>$90,505,800</td>
<td>$415,724.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14501</td>
<td>2 101 Hudson St.</td>
<td>2017</td>
<td>101 Hudson Realty, LLC</td>
<td>Commercial</td>
<td>$85,176,000</td>
<td>$905,962.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11603</td>
<td>18 150 &amp; 200 Hudson St.</td>
<td>2017</td>
<td>M-C Plaza II &amp; III, LLC</td>
<td>Commercial</td>
<td>$111,614,900</td>
<td>$905,962.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11005</td>
<td>17 383 Monmouth St</td>
<td>2016</td>
<td>383 Monmouth, LLC</td>
<td>Commercial</td>
<td>$15,460,000</td>
<td>$81,840.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8802</td>
<td>2 175 Twelfth St.</td>
<td>2018</td>
<td>Holland Motor Lodge</td>
<td>Commercial</td>
<td>WITHDRAWN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8802</td>
<td>3 548 Manila Ave.</td>
<td>2018</td>
<td>Holland Motor Lodge</td>
<td>Vacant Land</td>
<td>WITHDRAWN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8802</td>
<td>2 175 Twelfth St.</td>
<td>2019</td>
<td>Holland Motor Lodge</td>
<td>Commercial</td>
<td>$15,460,000</td>
<td>$81,840.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8802</td>
<td>3 548 Manila Avenue</td>
<td>2019</td>
<td>Holland Motor Lodge</td>
<td>Vacant Land</td>
<td>$1,637,800</td>
<td>$81,840.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22001</td>
<td>4 540 Route 440</td>
<td>2017</td>
<td>Ciasulli, Robert</td>
<td>Commercial</td>
<td>$1,550,000</td>
<td>$10,120.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22003</td>
<td>3 14 Motorano Way</td>
<td>2017</td>
<td>Ciasulli, Robert</td>
<td>Vacant Land</td>
<td>$166,400</td>
<td>$4,457.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22002</td>
<td>29 108 Fisk St.</td>
<td>2017</td>
<td>Ciasulli, Robert</td>
<td>Vacant Land</td>
<td>$456,000</td>
<td>$10,003.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22002</td>
<td>19 261 Culver Ave.</td>
<td>2017</td>
<td>Ciasulli, Robert</td>
<td>Vacant Land</td>
<td>$491,400</td>
<td>$12,764.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22001</td>
<td>4 540 Route 440</td>
<td>2018</td>
<td>Ciasulli, Robert</td>
<td>Commercial</td>
<td>$7,646,000</td>
<td>$14,076.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22003</td>
<td>3 14 Motorano Way</td>
<td>2018</td>
<td>Ciasulli, Robert</td>
<td>Vacant Land</td>
<td>$341,800</td>
<td>$2,109.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22002</td>
<td>29 108 Fisk St.</td>
<td>2018</td>
<td>Ciasulli, Robert</td>
<td>Commercial</td>
<td>$1,832,700</td>
<td>$3,462.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22002</td>
<td>19 261 Culver St.</td>
<td>2018</td>
<td>Ciasulli, Robert</td>
<td>Commercial</td>
<td>$2,146,800</td>
<td>$9,624.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$2,247,522.31
TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED RANDALL NOVAK AND WILL ANDROMALOS PER QUOD v. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, plaintiffs Randall Novak and Will Andromalos, per quod, filed suit against the City of Jersey City, et al. in the Hudson County Superior Court under docket no. HUD-L-4540-17; and

WHEREAS, the complaint alleges that on March 24, 2017, the plaintiff Randall Novak suffered injuries when he fell on the sidewalk at 90-100 Grand Street in Jersey City, New Jersey; and

WHEREAS, the Corporation Counsel has recommended a settlement to pay the plaintiffs the total sum of $225,000.00 because of the litigation risks involved; and

WHEREAS, the plaintiffs agreed to accept a total payment of $225,000.00 to settle their 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 $225,000.00.

2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of $225,000.00 payable to “The Law Offices of James Vasquez, P.C. and Randall Novak.”

MC/dc
6/11/19

APPROVED:

MC/BA
APPROVED AS TO LEGAL FORM

MC/CC

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>Robinson</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boggiano</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED RANDALL NOVAK AND WILL ANDROMALOS PER QUOD v. CITY OF JERSEY CITY, ET AL, DOCKET NO.: HUD-L-4540-17

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5229</td>
<td><a href="mailto:pbaker@jcnu.org">pbaker@jcnu.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 civil matter arises out of plaintiff’s allegations that on March 24, 2017, plaintiff suffered injuries when he fell on sidewalk at 90-100 Grand Street 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 $225,000.00 to the plaintiffs who are 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  (6/18/19)
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE CROSS CLAIM FOR ATTORNEY’S FEES IN THE LAWSUIT HECTOR IVAN MEJIAS V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, Hector Ivan Mejias ("plaintiff") filed a lawsuit against the City of Jersey City, City of Jersey City Police Department, Police Officers St. Wilson, Police Officer S. Pescatore, detective Chris Heger, Detective Mark D’Ambrosio and Sgt. T. Ackerly in the Essex County Superior Court under docket no. ESX-L-4060-15; and

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

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of $13,000.00 because of the litigation risk involved; and

WHEREAS, Defendants Chris Heger and Mark D’Ambrosio filed a cross-claim for attorney’s fees; and

WHEREAS, Defendants Chris Heger and Mark D’Ambrosio have agreed to settle their attorney’s fees for $13,000 and have signed a release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for $13,000.00.

2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of $13,000.00 payable to "Fusco and Macaluso Partners, LLC.

APPROVED:

Robert Byrhe, City Clerk

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</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>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</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.

Parvin L. Lavarrro, Jr., President of Council

Robert Byrhe, 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 CROSS CLAIM FOR ATTORNEY’S FEES IN THE LAWSUIT HECTOR IVAN MEJIAS V. CITY OF JERSEY CITY, ET AL.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4667</td>
<td><a href="mailto:pbaker@jcnj.org">pbaker@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 civil matter arises out of plaintiff’s allegations that the City of Jersey City, City of Jersey City Police Department, Police Officer St. Wilson, Police Officer S. Pescatore, Detective Chris Heger, Detective Mark D’Ambrosio and Sgt. T. Ackerly violated plaintiff’s civil rights including malicious prosecution, false arrest and excessive force. The Corporation Council respectfully submits that the City Council approve a settlement for the amount of $13,000 to settle Defendants Chris Heger and Mark D’Ambrosio’s cross-claim for attorney fees.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

June 18, 2019
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE JUDGMENT OF THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT V. CITY OF JERSEY CITY
DEPARTMENT OF HOUSING ECONOMIC DEVELOPMENT & COMMERCE, DIVISION OF COMMUNITY DEVELOPMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) determined that the City prematurely committed $256,869.63 of HOME funds in violation of 24CFR 92.2 and 24CFR 92.250(b); and

WHEREAS, this a violation of the HOME regulations at 24 CFR 92.504(b) and 24 CFR 92.504(c)(3)(i), which require the City to execute a written agreement describing the address of the project or the legal description of the property if a street address has not been assigned to the property before disbursing HOME funds to the developer of the housing; and

WHEREAS, the City has been able to clear some of its outstanding HOME grant findings in accordance to HUD rules and regulations that were open to interpretation; and

WHEREAS, HUD is requiring the City repay $256,869.63, from non-federal funds, to be repaid to the City’s local account; and

WHEREAS, once the $256,869.63 from non-federal funds is paid to the City’s local account the $256,869.63 will again be made available by HUD to fund future affordable housing projects; and

WHEREAS, the necessary funds of $256,869.63 are available in the City Insurance Fund; and

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

1. The City is authorized to settle the judgment issued by HUD against the City for $256,869.63.

2. The Jersey City Insurance Fund Commission is authorized to issue a check in the amount of $256,869.63 payable to the City’s local HOME bank account number 279904879.

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>v</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>v</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>v</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>v</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>v</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>v</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>v</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>v</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>v</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

Rolando H. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE JUDGEMENT OF U.S. DEVELOPMENT OF HOUSING AND URBAN DEVELOPMENT V. CITY OF JERSEY CITY DEPARTMENT OF HOUSING ECONOMIC DEVELOPMENT & COMMERCE, DIVISION OF COMMUNITY DEVELOPMENT.

Initiator
<table>
<thead>
<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>201-547-5304</td>
</tr>
<tr>
<td>Community Development</td>
<td>Director</td>
<td><a href="mailto:Cgandulla@jcnj.org">Cgandulla@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
HUD is requiring the City to repay $256,869.63, from non-federal funds, to be repaid to the City's local account due to a HOME regulation violation.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date
Memorandum

To: Council President Rolando R. Lavarro, Jr. and Members of the Municipal Council
From: Carmen Gandulla, Director
Date: June 6, 2019
Re: Resolution Authorizing the HOME Repayment- NRP II

DCD is requesting City Council approval to pay $256,869.63 from non-federal funds to the City’s local account due to the City’s violation of HOME regulation 24CFR 92.504 (b) and 24 CFR 92.504 (c) (3) (1), specifically, the City did not identify the actual property addresses in its written agreement before disbursing HOME funds.

Project Background

The Neighborhood Recovery Program II (NRPII) involves Garden State Episcopal CDC acquiring and rehabilitating two-family houses to be resold to LMI-eligible first time homebuyers. This project is a scattered site project of five (5) two-family houses. The City executed a written agreement on 11/26/13 with Garden State Episcopal CDC that provided them with $621,750 in HOME funds. The other two (2) properties were not identified at this time. The City requested from HUD a one-year extension because we were quickly approaching the four (4) year deadline for the completion of this project. The City amended its written agreement on September 21, 2017 by removing 126 Fulton Avenue and added 7 Jewett Avenue, 338 Princeton Avenue and 221 Duncan Avenue. A total of $256,869.63 of HOME funds were disbursed for work performed at these properties before the execution of the September 21,
2017 amendment.

Note that upon repayment to the City's local account, these funds will be made available to the City's local account, and will be made available to the City for future affordable housing projects.

The City will need to make this payment immediately since the due date given to HUD has already expired. In addition, the City is now at risk for those uncompleted projects may be cancelled and for the funds expended on these projects will have to be repaid to HUD.

Cc: Annisia Cialone, Director HEDC
    Priti Vakharia, Compliance
    Caroline Jones, Senior Auditor
    Rodney Hairston, Real Estate Officer
    Alycia Cohen, Project Manager
A RESOLUTION OF CONDITIONAL SUPPORT OF THE PROPOSED NEW JERSEY DEPARTMENT OF TRANSPORTATION'S RECONSTRUCTION OF CAVEN POINT ROAD BRIDGE OVER CONRAIL IN JERSEY CITY

COUNCIL offered and moved the adoption of the following Resolution:

WHEREAS, the New Jersey Department of Transportation (NJDOT) has completed the design and are prepared to bid the construction of the Caven Point Road Bridge Over Conrail Project; and

WHEREAS, the primary purpose of this project is to replace the entire bridge superstructure including the decking and riding surface; and

WHEREAS, the project scope at surface grade will include striping in accordance with the exhibit prepared by the Jersey City Division of Engineering, Traffic and Transportation, thereby accommodating a grade separated shared use path for pedestrians and bicycles to full compliance with MUTCD and ADA regulations; and

WHEREAS, the project logistics involve a quick-build precast sectional method that will see the entire bridge structure demolished in sections while keeping some traffic flowing, thereby minimizing traffic impacts and diverting certain traffic flow via approved detours; and

WHEREAS, the project will not begin construction within three months of, and must finish construction and open the roadway fully to accommodate traffic in the same manner it did prior to construction commencement or better, a minimum of three months prior to any PGA or LPGA event held at the adjacent Liberty National Golf Course; and

WHEREAS, the NJDOT has requested that the Governing Body of the City of Jersey City adopt a resolution in support of the project proposed herein; and

WHEREAS, the conditional support of this project and subsequent transfer of ownership of the bridge to the City of Jersey City, in accordance with state laws governing orphan bridges, is strictly conditioned upon the final as-built conditions meeting the full satisfaction of the Jersey City Division of Engineering, Traffic and Transportation, including but not limited to the construction of the surface roadway and grade separated shared use path as requested by the same, in accordance with the exhibit initially prepared by the same or as modified in writing by the same; and

WHEREAS, any conditional support of this project provided herein by the Council of the City of Jersey City shall be withdrawn and any potential transfer of ownership of the bridge to the City of Jersey City shall be null and void should the final as-built conditions not meet the full satisfaction of the Jersey City Division of Engineering, Traffic and Transportation, including but not limited to the construction of the surface roadway and grade separated shared use path as requested by the same, in accordance with the exhibit initially prepared by the same or as modified in writing by the same.
A RESOLUTION OF CONDITIONAL SUPPORT OF THE PROPOSED NEW JERSEY
DEPARTMENT OF TRANSPORTATION'S RECONSTRUCTION OF CAVEN POINT ROAD
BRIDGE OVER CONRAIL IN JERSEY CITY

NOW THEREFORE BE IT RESOLVED, By the Municipal Council of the City of Jersey City,
County of Hudson, in the State of New Jersey, that it conditionally supports the proposed
project known as "Caven Point Road Bridge Over Conrail" Project, in the City of Jersey City,
County of Hudson as recommended by the NJDOT conditioned upon observance of the
Liberty National Golf Course schedule for PGA and LPGA events, and the potential transfer
of ownership to the City of Jersey City, strictly subject to the project's as-built conditions
satisfactorily meeting the requirements of the Jersey City Division of Engineering, Traffic
and Transportation.

JRC
(06-17-19)

APPROVED:
Jose R. Cunha, PE, CME
Municipal Engineer

APPROVED AS TO LEGAL FORM:

Peter Baker
Corporation Counsel

APPROVED:
Brian D. Platt,
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</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.

Rolando R. Alvarez, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
A RESOLUTION OF CONDITIONAL SUPPORT OF THE PROPOSED NEW JERSEY DEPARTMENT OF TRANSPORTATION'S RECONSTRUCTION OF CAVEN POINT ROAD BRIDGE OVER CONRAIL IN JERSEY CITY

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jose R. Cunha</td>
<td>Director of Engineering</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:JCunha@jcnj.org">JCunha@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 purpose of this resolution is to provide conditional support to the purpose New Jersey Department of Transportation’s Reconstruction of Caven Point Road Bridge over Conrail in Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
April 11, 2019

(Business Name)

Re: Caven Point Road over Conrail National Storage Branch Structure No. 0958-160
Jersey City, Hudson County
Dear Business Owner:

The NJDOT is currently advancing a project rehabilitate the Caven Point Road Bridge over Conrail National Storage Branch starting in the summer of 2019. This structure is located near the signalized intersection of Caven Point Road and Bayview Avenue - Morris Pesin Drive. Early in the design phase of the project a traffic study was conducted and based on the traffic data collected and analysis it was determined that traditional 3-stage construction of the bridge would result in an increased construction duration of approximately 12 months, small work zones and tight truck turn movements that would impact worker and motorist safety. Based on this an alternative analysis was conducted and it was determined that construction would utilize precast structural units to be fabricated off site and delivered to the construction site thereby reducing construction duration and minimize disruption to traffic and pedestrians.

The project will be constructed in 6- stages that will require four (4) weekend closures. The weekend closures will commence on a Friday night at 10:00 PM and Caven Point Road will be reopened to traffic at 6:00 AM on Monday morning. The weekend closures will consist of full closure of Caven Point Road at the bridge and the signalized intersection of Caven Point Road and Bayview Avenue - Morris Pesin Drive for two (2) weekends due to the need to position a crane in the intersection to set the 91-foot precast structural units and two (2) weekends where Caven Point Road only will be closed at the bridge to complete the setting of the precast structural units. The final two (2) stages will can be completed without roadway closures. There will not be consecutive weekend closures and detours. Weekend closures will not occur on any holiday weekend. There is a scheduled PGA Tour event being held at the Liberty National Golf Club and no work that will interfere with traffic will be permitted during this period.

The project will require weekend detours to be set in place on the I-78/New Jersey Turnpike, Route NJ 440 and along several streets in Jersey City for both the full closure of Caven Point Road at the bridge and the signalized intersection of Caven Point Road and Bayview Avenue - Morris Pesin Drive and for the Caven Point Road only closure. The following describes the detours to be used for this project:
NJ 440 - Cars, Trucks and Buses to Morris Pesin Drive and Liberty State Park when Caven Point Road Closed and Bayview Avenue-Morris Pesin Drive Closed
This detour is for the routing of trucks and buses from Route NJ 440 NB that would normally use Route 185 and Caven Point Road to reach Liberty State Park area. This detour directs trucks and buses to follow Route NJ 440 NB to Communipaw Avenue to Phillip Street - Burma Road to Morris Pesin Road. A detour of 7.73 miles. Cars to Liberty State Park from Route NJ 440 NB will follow a shorter detour from Caven Point Road to Chapel Avenue to Garfield Avenue NB to Communipaw Avenue EB to Phillip Street - Burma Road to Morris Pesin Road. A detour of 4.78 miles.

I-78 NJ Turnpike EB and WB Trucks and Buses to Caven Point Road when Caven Point Road Closed and Bayview Avenue-Morris Pesin Drive Closed
This detour is for the routing of trucks and buses that are on I-78 NJTP EB-WB that would normally use Interchange 14B to access Caven Point Road from Bayview Avenue - Morris Pesin Drive. Trucks and buses on I-78 EB NJTP will be directed to use Interchange 14 A and follow the detour to Route 185 to Caven Point Road. Caven Point Road will be open to its closure at the Liberty National Golf Club entrance and the driveway to the RPM Raceway and warehouse area. Trucks and buses on I-78 WB NJTP approaching Interchange 14B will be directed to use Interchange 14A and follow the same detour to Route 185 to Caven Point Road. The EB detour is 4.06 miles and the WB detour is 5.88 miles.

I-78 NJ Turnpike EB and WB Cars to Caven Point Road when Caven Point Road Closed and Bayview Avenue - Morris Pesin Drive Closed
Cars that would normally use Interchange 14B to access Caven Point Road from Bayview Avenue - Morris Pesin Drive would continue use this interchange and follow a detour from this exit to Garfield Avenue SB (cars only- no trucks or buses permitted on this section of Garfield Avenue) to Chapel Avenue to Caven Point Road. A detour of 2.51 miles.

I-78 NJ Turnpike EB Trucks and WB Cars, Trucks and Buses to Liberty State Park - Morris Pesin Drive when Caven Point Road Closed and Bayview Avenue-Morris Pesin Drive Closed
This detour is for the routing of trucks that are on I-78 NJTP EB and cars, trucks and buses on I-78 NJTP WB that would normally use Interchange 14B to access the Liberty State Park area from Bayview Avenue - Morris Pesin Drive. This traffic will continue to exit at Interchange 14B and then be detoured to Garfield Avenue NB (a designated truck route) to Communipaw Avenue EB to Phillip Street – Burma Road to Morris Pesin Road. A detour of 3.6 miles.

I-78 NJ Turnpike EB Cars and Buses to Liberty State Park – Morris Pesin Drive when Caven Point Road Closed and Bayview Avenue – Morris Pesin Drive Closed
Cars and buses on I-78 EB NJTP to Liberty State Park normally use Interchange 14B and will be directed to use Exit 14C which is currently signed for the Liberty State Science Center and the Light Rail Park and Ride. They will turn right at the exit toward Phillip Street – Burma Road to Morris Pesin Drive.

NJDOT asks business owners to consider scheduling truck deliveries between Monday morning and Friday evening if possible, to reduce the need for delivery trucks to be detoured during the weekend closures. If this is not possible, we ask that drivers be informed that they may encounter detours delivering to the business site.
NJDOT has scheduled a meeting on XXXXXXXX at XXXXX, to meet with business owners within the vicinity to obtain feedback and address any concerns you may have with the work being done under this contract.

If you have any questions, feel free to contact me.

Very Truly Yours,

Meredith Hammond
Office of Community Relations
RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 27003 LOT 16 LOCATION 12 PARNELL PLACE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City on June 9, 2016 sold the above property not needed for public use to: Property Investors Association, Attn: Frank Lorenzo, 137 Greenville Avenue, Jersey City, New Jersey; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property; and,

WHEREAS, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully complied with; and,

WHEREAS, The Construction Official has signed and issued a Certificate of Occupancy on said property indicating that there are no imminent hazards and the building is approved for continued occupancy in compliance with the conditions of sale which were adopted by the Municipal Council on May 11, 2016; and,

WHEREAS, the property may now be released from the restrictive covenants that affect it; 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 that:

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on May 11, 2016 have been complied with.

2. Block 27003 Lot 16 Location 12 Parnell Place is hereby released from any and all restrictions.

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 party of the first part has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS

Robert Byrne, City Clerk

CITY OF JERSEY CITY

Steven M. Fulop, Mayor
RESOLUTION REMOVING A RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 27003 LOT 16 LOCATION 12 PARNELL PLACE

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this day of Two Thousand Nineteen, before me, the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the said seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and 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 day of 2019.

Notary Public
Robert Byrne, City Clerk

APPROVED:
APPROVED AS TO LEGAL FORM

APPROVED:
Business Administrator

Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td>ASSENT</td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td>ROBINSON</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. Lavaro, Jr., President of Council
Robert Byrne, City Clerk
Certificate
Construction Code Division
(Certificate of Occupancy)

Identification

Work Site Location: 12 PARNELL PL, JERSEY CITY, NJ  Block: 27003  Lot: 16  Qual: 
Owner in Fee: PROPERTY INVESTORS ASSOCIATION
Owner Address: 137 GREENVILLE AVE, JERSEY CITY NJ 07305
Telephone: (201) 736-5059
Contractor: PROPERTY INVESTORS ASSOCIATION
Address: 137 GREENVILLE AVE, JERSEY CITY NJ 07305
Telephone: (201) 736-5059

Home Warranty Number: 
Type of Warranty Plan: Q State  □ Private
Use Group: R-3  Construction Classification: 
Maximum Live Load: 0  Maximum Occupancy Load: 0
Description of Work/Use: INTERIOR ALTERATION(S) - TO ONE FAMILY

Certificate Comments:

☐ Certificate of Occupancy
This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ Certificate of Approval
This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ Certificate of Continued Occupancy
This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ Temporary Certificate of Compliance
The following conditions must be met no later than or the owner will be subject to fine or order to vacate:
This certificate has an expiration date of:
Conditions to be met:

☐ Certificate of Clearance - Lead Abatement 5:17
This serves notice that based on written certification, lead abatement was performed as per NJAC:17 to the following extent.
Total removal of lead-based paint hazards in scope of work
Partial or limited time period ( years); see file

☐ Certificate of Clearance - Asbestos Abatement
This serves notice that based on written certification, asbestos abatement was performed to the following extent.
Total removal of asbestos hazards in scope of work
Partial or limited time period ( years); see file

☐ Certificate of Compliance
This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☐ Temporary Certificate of Occupancy
The following conditions must be met no later than or the owner will be subject to fine or order to vacate:
This certificate has an expiration date of:
Conditions to be met:

Date Printed: 6/3/2019
U.C.C. F260 (rev. 06/06)
**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 A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 27003 LOT 16 LOCATION 12 PARNELL PLACE |

### Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Real Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name /Title</td>
<td>Ann Marie Miller</td>
<td>Real Estate Manager</td>
</tr>
<tr>
<td>Phone/E-Mail</td>
<td>(201) 547-5243</td>
<td><a href="mailto:Annmarie@jcnj.org">Annmarie@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 City placed a restriction on the deed of 12 Parnell Place indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate Of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.

[[Signature of Department Director]]

[[Date]]
RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO D&M FIREWORKS, LLC, FOR A FIREWORKS DISPLAY ON JULY 16, 2019

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, D&M Fireworks, LLC, has applied for a permit to display fireworks on July 16, 2019 for Our Lady of Mt. Carmel Church located at 99 Broadway, Jersey City, N.J.; and

WHEREAS, the application for fireworks display has been reviewed and approved by James Shea, Acting Chief of Police and Dennis Nuber, Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, D&M Fireworks, LLC, has obtained public liability insurance in the total amount of $1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

(1) A permit be issued to D&M Fireworks, LLC, to display fireworks for Our Lady of Mt. Carmel Church on July 16, 2019 at Our Lady of Mt. Carmel Church, 99 Broadway, Jersey City, New Jersey; and

(2) The permit be issued on condition that no fireworks display shall commence later than 10:00 P.M. on said date; and

(3) The permit be canceled in the event that D&M Fireworks, LLC, fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and

(4) A duplicate copy of the application and permit shall be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

Matthew Hogan, Dir. Risk Management

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM ____________________________

APPROVED: Business Administrator Corporation Counsel

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

<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>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZAREY</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>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.

Rolando R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the granting of a permit to D&M Fireworks, LLC, for fireworks display on July 16, 2019

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Safety</th>
<th>Division of Fire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Michael Manzo</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5300</td>
<td><a href="mailto:mimanzo@njicps.org">mimanzo@njicps.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

Granting of a permit to have a fireworks display by D&M Fireworks, LLC, for Our Lady of Mt. Carmel Church. The application attached will be reviewed and signed by Police Chief Michael Kelly and Dennis Nuber, Fire Official. D&M Fireworks have obtained public liability insurance in the total amount of $1,000,000 covering bodily injury and property damage with the City of Jersey City being named as additional co-insured. This resolution requires the signature of Matthew Hogan, Director of Risk Management.

I certify that all the facts presented herein are accurate.

Signature of Department Director ______________________________ Date ____________
The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at PO Box 503 makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Mike Manzo
ADDRESS: 82 Wright Avenue
CONTACT PERSON: Mike Manzo PHONE: 201-522-4756
SPECIFIC LOCATION OF DISPLAY: Fayette Ave. Between West Side & Giles

DATE AND HOURS OF DISPLAY: 7/16/19 Approx: 3 - 5 PM & 9:45 PM
DURATION OF DISPLAY: 15 Minutes
NAME OF PERSON(S) IN CHARGE (ON SITE) -- LOADING/DISCHARGING FIREWORKS:
David Albitz

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:
US-1 / US-9 to Broadway to Giles

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:
No storage required. Fireworks will be locked in truck and setup on arrival.
LIST SIZE AND QUANTITY OF FIREWORKS ON THIS FORM BELOW:

<table>
<thead>
<tr>
<th>Size:</th>
<th>Inches</th>
<th>Quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5&quot; Shells</td>
<td></td>
<td>270</td>
</tr>
<tr>
<td>1.5&quot; Multi Shot Cakes</td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>

NOTE: THE USE OF 12 INCH AND LARGER FIREWORKS ARE PROHIBITED IN THE CITY OF JERSEY CITY.

THE FOLLOWING IS ALSO REQUIRED WITH THIS APPLICATION:

1. Copy of insurance in a sum of not less than $1,000,000 conditioned for the payment of all damages incurred.
2. A Hold-Harmless agreement for the City of Jersey City.
3. Check made payable to "Treasury, City of Jersey City" for all required fees.
4. Certificate of Fitness, by the employer, for each person who will do the actual discharging of the fireworks.
5. Copies of all permits, letters of permission or acknowledgements for the display from all other agencies having jurisdiction, e.g., FAA, US Coast Guard, Port Authority of NY & NJ, NJ State Park Service etc.

APPLICANT NAME: D&M Fireworks, LLC
ADDRESS: PO Box 503
Bally, PA 19503

APPLICANTS SIGNATURE: [Signature]
DATE: 6/6/19

APPROVALS:

FIRE OFFICIAL
DATE

CHIEF OF POLICE
DATE

***UPON APPROVAL***
FORWARD TO LAW DEPARTMENT FOR CITY COUNCIL RESOLUTION
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

INSURED
D & M Fireworks LLC
P.O. Box 503
Bally PA 19503

CONTACT
NAME:  
BriUon Galiagher
ADDRESS: One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

NUMBER: 6992

COVERAGES
CERTIFICATE NUMBER: 60337324

PRODUCTS - COMMERCIAL LIABILITY
- COMMERCIAL GENERAL LIABILITY
  CLAIMS-MADE X OCCUR
- GENERAL AGGREGATE LIMIT APPLIES PER:
  POLICY X PROD. LCC

AUTOMOBILE LIABILITY
- ANY AUTO
  SCHEDULED AUTOS
  NON-OWNED AUTOS
  HIRED AUTOS X

UMBRELLA LIABILITY
- EXCESS UMB
  CLAIMS-MADE

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHarer/EXCLUDED (Mandated in NH)
  Y/N
  DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ADDITION 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Our Lady of Mt. Carmel Parish Carnival
Display Date: 7/16/19 Rain Date: NA
Location: Fayette Ave. between Westside & Giles Ave. Jersey City, NJ.
City of Jersey City, its officers and employees as their interests may appear are additionally insured in regards to above listed display.

CERTIFICATE HOLDER
City of Jersey City
260 Grove Street
Jersey City NJ 07302

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1986-2010 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

INSURED
D & M Fireworks LLC
P.O. Box 503
Bally PA 19503

CONTACT NAME: D & M Fireworks LLC

CONTACT ADDRESS: P.O. Box 503, Bally PA 19503

PROOFER: Britton Gallagher

INSURER(S) AFFORDING COVERAGE
- Everest Indemnity Insurance Co
- Maxum Indemnity Company
- Liberty Insurance Corporation
- Everest Denali Insurance Company

CERTIFICATE NUMBER: 333299968

COVERAGES

TYPE OF INSURANCE
- GENERAL LIABILITY
  - COMMERCIAL GENERAL LIABILITY
    - CLAIMS-MADE
      - OCCUR
  - GENERAL AGGREGATE LIMIT APPLIES PER POLICY
- AUTOMOBILE LIABILITY
  - ANY AUTO
    - ALL OWNED AUTOS
    - HIRED AUTOS
  - UNINSURED AUTO
  - NON-OWNED AUTOS
- UMBRELLA LIABILITY
  - OCCUR
  - CLAIMS-MADE
- WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
  - ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER OR SHAREHOLDER EXCLUDED
  - Mandatory in NJ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: 7/16/19
Rain Date: NA
Location: Fayette Avenue, between Westside & Giles Avenue
Jersey City, NJ
Our Lady of Mt. Carmel Parish and City of Jersey City as their interests may appear are additionally insured in regards to above listed display.

CERTIFICATE HOLDER
Our Lady of Mt. Carmel Parish
99 Broadway
Jersey City NJ 07306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2019 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

ACORD 26 (2010/05)
HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of City of Jersey City and D&M Fireworks, LLC (Contractor).

WITNESSETH:

1. D&M Fireworks, LLC (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of City of Jersey City from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

   - Workers Compensation/Employers Liability: $500,000
   - General Liability: $1,000,000
   - Automobile Liability: $1,000,000
   - Umbrella Liability: $4,000,000

   A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the “event” must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

   Event: Mt. Carmel Celebration 2019 Date: 7/16/19 Rain Date: NA

   Dated: 6/6/19 Signed: David Altay

   Authorized Signature of the Contractor

   Witness: [Signature]

BULLETIN MEL 19-08
Page 5 of 7
Company Name: D&M Fireworks, LLC

Email Address of Person Submitting Request: dave@dmfireworks.com

Cell Phone Number for On-Site Technician: 610-856-1575

Event Name: Mt. Carmel Celebration

Display Date: 7/16/19

Rain Date: NA

Display Start Time: Day time salutes from 3pm to 5pm; Display 9:30 PM

Duration of Fireworks Display: Approx. 25 minutes

Max Height of Fireworks: 250'

Address, City and State: Jersey City, NJ

Latitude: 40° 44'13.00" (North)

Longitude: 74° 04'16.00" (West)

List the Closest Public Use Airport Within 5 Nautical Miles of the Display if the Fireworks Will Reach or Exceed 500 Ft.

Special Notes

Please email your request to:

9-ATO-ESA-OSG-Fireworks@faa.gov
### Medical Examiner's Certificate

**Certify that I have examined the licensee: David Albiz**

- **Date of Exam:** 01-24-19

**Medical Examiner's Signature:**

- **Name:** David Albiz

**Medical Examiner's Telephone Number:** 610-422-4919

**Medical Examiner's State License, Certificate, or Registration Number:** OS01526

**Driving State:** Pennsylvania

**Medical Examiner's Certificate, Expiration Date:** 01-24-30

**Medical Examiner's Certificate Expiration Data:** 01-24-30

**Medical Examiner's Certificate Expiration Date:** 01-24-30

**Medical Examiner's Certificate Expiration Date:** 01-24-30

**Medical Examiner's Certificate Expiration Date:** 01-24-30
PERMIT TO USE EXPLOSIVES

Grade: P
Fee: $200

Expiration Date: 3/31/2020
Permit Number: 003244

David Albizzi
626 Chestnut St
Bally, PA 19503
RESOLUTION AUTHORIZING AMENDMENT OF THE LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION TO ALLOW THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON THE CONRAIL OWNED PROPERTIES THAT ARE PART OF CONRAILS' NATIONAL DOCKS SECONDARY AS IT CROSSES OVER THE FOLLOWING FOUR (4) ROADS: COUNTRY ROUTE 612, WAYNE STREET, BRIGHT STREET AND AVENUE C IN JERSEY CITY, NJ.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") implemented a Mural Arts Program as part of its Keep America Beautiful Project; and

WHEREAS, the purpose of the Mural Arts Program is to utilize the City’s vast visual arts community to beautify the City and promote cultural awareness; and

WHEREAS, the Mural Arts Program is also a method of graffiti removal and a deterrent that helps discourage the application of unsightly graffiti to properties throughout the City; and

WHEREAS, Consolidated Rail Corporation ("Conrail") owns the train trestles that the City desires to paint murals on; and

WHEREAS, the City desires to remove graffiti from and paint murals on the following surfaces: both sides of the trestle and associated retaining walls that are part of Conrail’s National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ.

WHEREAS, Conrail agrees to execute the attached amendment to the license agreement granting the City access to the above train trestles for graffiti removal and mural painting.

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

1. The City is authorized to enter onto Conrail owned properties that are part of Conrail’s National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ; and

2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
RESOLUTION AUTHORIZING AMENDMENT OF THE LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION TO ALLOW THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON THE CONRAIL OWNED PROPERTIES THAT ARE PART OF CONRAILS' NATIONAL DOCKS SECONDARY AS IT CROSSES OVER THE FOLLOWING FOUR (4) ROADS: COUNTRY ROUTE 612, WAYNE STREET, BRIGHT STREET AND AVENUE C IN JERSEY CITY, NJ.

3. The term of the License Agreement shall be effective upon execution of the License Agreement by City officials and shall continue in perpetuity.
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 AMENDMENT OF THE LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION TO ALLOW THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON THE CONRAIL OWNED PROPERTIES THAT ARE PART OF CONRAIL’S NATIONAL DOCKS SECONDARY AS IT CROSSES OVER THE FOLLOWING FOUR (4) ROADS: COUNTY ROUTE 612, WAYNE STREET, BRIGHT STREET AND AVENUE C IN JERSEY CITY, |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4642</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:BPlatt@jcni.org">BPlatt@jcni.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

Authorizing the City to enter into Conrail owned properties that are part of Conrail’s National Docks Secondary as it crosses over the following four (4) roads: County Road 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
CONSORTIATED RAIL CORPORATION

LICENSE PERMITTING MURALS ON SIDES OF RAILROAD TRESTLE

SECOND AMENDMENT

This Second Amendment to the License Agreement is made as of ______, 2019, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (the “City”) and Consolidated Rail Corporation, a Pennsylvania corporation whose address is 1717 Arch Street, Suite 1310, Philadelphia, PA 19103 hereinafter called “CONRAIL.”

WHEREAS, the City and CONRAIL entered into a License Agreement, dated September 3, 2014, that granted the City permission to enter property owned by Conrail to remove graffiti and paint murals on CONRAIL’s train trestles located at Grand Street, Garfield Avenue, Pacific Avenue, Montgomery Street, Newark Avenue, and Johnston Avenue; and

WHEREAS, the parties amended the License Agreement so that the City may paint murals on the concrete portion of six pillars supporting CONRAIL’s railroad structure on the north side of Grand Street up to Golden Street (“First Amendment”); and

NOW, THEREFORE, in consideration of the promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the License Agreement dated September 3, 2014 in the following manner:

1. The parties hereby agree that the City shall have permission to enter CONRAIL’S property to paint murals on the following surfaces: both sides of the trestle and associated retaining walls that are part of CONRAIL’S National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ,

2. The City of Jersey City shall request exact dates and times during which this work shall occur at least thirty (30) days prior to commencement of painting. Once dates and times are accepted by CONRAIL in writing, CONRAIL’S engineering
department will provide a flagman during such dates and times as protection for painters. This shall in no way permit any employee of Jersey City, its subsidiaries and/or affiliates to enter CONRAIL property at any time.

3. The parties hereby further agree that all other terms, covenants, conditions, rights and liabilities of the parties as set forth in the License Agreement dated September 3, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date first above written.

WITNESS

CONSOLIDATED RAIL CORPORATION

________________________________________

By: ____________________________________
Name:
Title:

WITNESS

CITY OF JERSEY CITY

_____________________________________

By: ___________________________________
Name:
Title:
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SECOND LICENSE AGREEMENT EXTENSION WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR THE USE OF A PAPER STREET KNOWN AS GILCHRIST STREET

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the License Agreement, attached hereto as Exhibit “A”, dated July 23, 2015 and authorized by Resolution 15.525 approved on July 15, 2015, authorized Public Service Electric & Gas Company (PSE&G), a public utility company that is regulated by the Board of Public Utilities and provides utility services to the public, to use a paper street of the City of Jersey City (City) known as Gilchrist St. as a laydown area for storing piles, cables and other equipment, and for parking, while performing work on PSE&G’s adjacent property at 435 Grand Street, a/k/a Block 15702, Lot 8 for its project known as the “Energy Strong Project”, as described in the original License Agreement; and

WHEREAS, the expiration date of the License Agreement was July 31, 2017, but because of project delays Resolution 17-547, approved on June 28, 2017, authorized the execution of the First License Agreement Extension and extended the term of the License Agreement until July 31, 2019; and

WHEREAS, because of continuing project delays, it is necessary to extend the License Agreement for an additional one year period effective August 1, 2019 and ending on July 31, 2020; and

WHEREAS, PSE&G will provide proof of insurance and will provide an indemnification in favor of the City; and

WHEREAS, the License may be revoked at any time by the City by providing thirty (30) days' written notice.

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

1. The Mayor or Business Administrator is authorized to execute the attached Second License Agreement Extension; and

2. The term of the License shall begin on August 1, 2019 and end on July 31, 2020.

APPROVED:

Business Administrator

Corporation Counsel

Certification Required  □

Not Required  □

APPROVED  8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  6.26.19

<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>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
<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.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

**Full Title of Ordinance/Resolution**

| RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SECOND LICENSE AGREEMENT EXTENSION WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR THE USE OF A PAPER STREET KNOWN AS GILCHRIST STREET |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration Real Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Ann Marie Miller Manager</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-5234 <a href="mailto:AMiller@jcnj.org">AMiller@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**

Resolution 15.525, approved on 7-15-15, authorized a License Agreement with PSE&G to use a paper street of the City known as Gilchrist St. as a laydown area for storing piles, cables and other equipment, and for parking, while performing work on PSE&G’s adjacent property at 435 Grand Street, a/k/a Block 15702, Lot 8 for its project known as the “Energy Strong Project.” The expiration date of the License Agreement was 7-31-17, but because of project delays Resolution 17-547, approved on 7-28-17, authorized the execution of the First License Agreement Extension and extended the term of the License Agreement until July 31, 2019. Because of continuing project delays, it is necessary to extend the License Agreement for an additional one year period effective 8-1-19 and ending on 7-31-20.

**Cost (Identify all sources and amounts)**

| Not applicable |

**Contract term (include all proposed renewals)**

| August 1, 2019 thru July 31, 2020 |

**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
SECOND LICENSE AGREEMENT EXTENSION

This Second License Extension Agreement Extension is made on this ______ day of ______, 2019 between the City of Jersey City, a Municipal Corporation with its principal offices located at 280 Grove Street, Jersey City, NJ 07302 [Licensor] and Public Service Electric and Gas Company, a corporation with its principal offices located at 80 Park Plaza, T6B, Newark, NJ 07102-4194 [Licensee].

WHEREAS, the License Agreement, attached hereto as Exhibit “A”, dated July 23, 2015 and authorized by Resolution 15.525, approved on July 15, 2015, relates to a paper street known as Gilchrist St., which the Licensee, a public utility company that is regulated by the Board of Public Utilities and provides utility services to the public, requires as a laydown area for storing piles, cables and other equipment, and for parking, while performing work on its adjacent property at 435 Grand Street, a/k/a Block 15702, Lot 8 for its project known as the “Energy Strong Project”, as described in the original License Agreement; and

WHEREAS, the expiration date of the License Agreement was July 31, 2017, but because of project delays Resolution 17-547, approved on June 28, 2017, authorized the execution of the First License Agreement Extension and extended the term of the License Agreement until July 31, 2019; and

WHEREAS, because of continuing project delays, it is necessary to extend the License Agreement for an additional one year period effective August 1, 2019 and ending on July 31, 2020.

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

1. The License Agreement is extended for an additional one year period effective August 1, 2019 and ending on July 31, 2020.

2. The first sentence of Paragraph 8 of the License Agreement is deleted and replaced with:

   The permission hereby granted for use of the City Property may be revoked by the City for any reason, by the City’s Manager of Real Estate or by the City’s Business Administrator, giving thirty (30) days’ written notice to the Licensee.

3. Licensee shall supply the Licensor with an updated Certificate of Insurance.

4. All other terms of the original License Agreement, attached hereto as Exhibit “A”, that have not been modified by this Second License Extension Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties by their authorized representatives, have executed this Second License Agreement Extension and affixed their corporate seals thereto the day, month and year first above written.

Licensor
ATTEST:

Robert Byrne
City Clerk

CITY OF JERSEY CITY

Brian Platt
Business Administrator

Licensee
WITNESS:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

RR
6-10-19
EXHIBIT A
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of July 23, 2015 (the "Effective Date") between the City of Jersey City, a municipal corporation of the State of New Jersey, whose address is 280 Grove, St., Jersey City, NJ 07302 (hereinafter "City" or "Licensor") and Public Service Electric and Gas Company, whose address is 80 Park Plaza, T6B, Newark, NJ 07102-4194 (hereinafter referred to as "PSE&G" or "Licensee").

WHEREAS, PSE&G is in the process of the Energy Strong Project which requires work at its property located at South Waterfront, 433 Grand Street, Jersey City, NJ (hereinafter the "Project"); and

WHEREAS, the Project requires a laydown area for storing piles, cables and other equipment, and for parking ("Licensee Staging Area"); and

WHEREAS, Licensee has requested that the Licensee Staging Area be upon City property, a paper street, specifically known as Gilchrist St., Jersey City, as further shown on "Exhibit A" (hereinafter the "City Property"); and

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

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

1. Licensee, its employees, contractors, subcontractors, agents and assigns are granted a right of entry upon and across the City Property to serve as the Licensee Staging Area as described herein.

2. The use of City Property as the Licensee Staging Area is contingent upon approval of Licensee’s work plans by the City Department of Architecture, Engineering, Traffic and Transportation.

3. Licensee, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for the Project.

4. Licensee shall, at its own cost and expense, restore the property as nearly as possible to the condition that existed immediately prior to the commencement of the Project. Should damage occur on the City Property, Licensee will repair the damage at Licensee’s cost and expense to original condition as nearly as possible to the original condition.
5. The Project and the use of City Property as the Licensee Staging Area will be performed so as not to interfere with normal vehicular traffic.

6. The term of this License is for a period of one (1) years as of the Effective Date.

7. The use of City Property for activities other than those permitted herein is only upon the review and written approval of the City Engineer and formal amendment to this Agreement.

8. The permission hereby granted for use of the City Property may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate or the Business Administrator, giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the City Property which occurred on or prior to the date of revocation.

9. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the City Property permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

11. The permission to use the City Property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permits, permissions and approvals.

12. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
13. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

14. The Licensee’s use of the City Property shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

15. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the City Property.

16. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee’s use of the City Property in the amounts and as specified in Exhibit B, attached hereto. Licensee will supply the City with a copy of its insurance liability policy. Any adjustments to the type and amount of the insurance shall be determined by the City’s Risk Manager. The City shall be named as an insured party.

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

18. The Licensee’s use of the City Property shall be in accordance with all applicable federal, state, county and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the City Property by the Licensee.

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

20. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
18. All Notices between the parties hereto shall be addressed and delivered to the following:

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

**Licensee:** PSEG Services Corp.  
Corporate Properties  
80 Park Plaza, T-6B  
Newark, New Jersey 07102-4197  
ATTN: CARL FRUEHLING

19. This agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the City Property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

20. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the City Property are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

22. This Agreement shall terminate one year after the Effective Date.

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

AGREED and accepted to this _23_ day of _July_, 2015.

**Public Service Electric and Gas Company**  
By: [Signature]  
Sal Bordanaro

**City of Jersey City**  
By: [Signature]  
Robert Kakoleski
Corporate Properties

Attest: ________________________

Business Administrator

Attest: ________________________
Robert Byrne
City Clerk

BD
6/26/15
Exhibit A

See attached map


Exhibit B

LICENSEE shall purchase and maintain the following insurance during the terms of this Agreement:

- **Comprehensive General Liability:** including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the LICENSEE with not less than ONE MILLION ($1,000,000.00) DOLLARS per occurrence and TWO MILLION ($2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability.

- **Automobile Liability Coverage:** naming as insured the LICENSEE with not less than ONE MILLION ($1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

- **Workmen’s Compensation Insurance:** benefit securing compensation for the benefit of the employees of the LICENSEE with NJ statutory limits and Employer’s Liability in the amount of ONE MILLION ($1,000,000.00) DOLLARS.

- **Professional Liability Insurance:** covering as insured the LICENSEE with not less than TWO MILLION ($2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the LICENSEE indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the LICENSEE or any one employed by the LICENSEE. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the LICENSEE shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers’ compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.
Exhibit B

LICENSEE shall purchase and maintain the following insurance during the terms of this Agreement:

- **Comprehensive General Liability:** including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the LICENSEE with not less than \textdollar{1,000,000} per occurrence and \textdollar{2,000,000} in aggregate for Bodily Injury and Property Damage Liability.

- **Automobile Liability Coverage:** naming as insured the LICENSEE with not less than \textdollar{1,000,000} DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

- **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of the LICENSEE with NJ statutory limits and Employer's Liability in the amount of \textdollar{1,000,000}.

- **Professional Liability Insurance:** covering as insured the LICENSEE with not less than \textdollar{2,000,000} DOLLARS limit of liability. Said policy shall include an endorsement whereby the LICENSEE indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the LICENSEE or any one employed by the LICENSEE. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the LICENSEE shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.
CERTIFICATE OF INSURANCE ISSUED TO:

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NEW JERSEY 07302

PSEG Service Corporation certifies that the following insurance programs are in force as respects RE:

6TH DIVISION CONSTRUCTION STAGING AREA LEASE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COMPANY</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY AND AUTO LIABILITY (NON-NUCLEAR) AUT</td>
<td>SELF-INSURED</td>
<td>$5.0 MILLION</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*EXCESS GENERAL LIABILITY AND AUTO LIABILITY (NON-NUCLEAR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*NUCLEAR ENERGY LIABILITY (SFP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY - ALL RISK</td>
<td>SELF-INSURED</td>
<td>NA</td>
</tr>
<tr>
<td>WORKERS COMPENSATION</td>
<td>SELF-INSURED</td>
<td>STATUTORY</td>
</tr>
</tbody>
</table>

* NOT APPLICABLE

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PSEG - SERVICES CORPORATION'S INSURANCE AND RISK MANAGEMENT DEPARTMENT.

ROBERT A. GREEN
AUTHORIZED SIGNATURE

JUNE 30, 2015
DATE
Resolution of the City of Jersey City, N.J.

City Clerk Pls No. Res. 13-325
Agenda No. 10-Y
Approved: JUL 15 2015

TITLE: RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PSB&G FOR ACCESS TO AND UPON CITY PROPERTY KNOWN AS GILCHREST STREET FOR USE AS A STAGING AREA

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Public Service Electric and Gas Company ("PSB&G") is in the process of the Energy Storage Project which requires work at its property located at South Waterfront, 453 Grand Street, Jersey City, NJ (hereinafter the "Project"); and

WHEREAS, the Project requires a laydown area for storing piles, cables and other equipment, and for parking ("Staging Area"); and

WHEREAS, PSB&G has requested that the Staging Area be upon City property, a paper street, specifically known as Gilchrist Street, Jersey City, as further shown in the License Agreement attached hereto as Exhibit A (hereinafter the "License Agreement"); and

WHEREAS, the City desires to grant permission to PSB&G to access City property for a limited time and purpose as set forth herein.

WHEREAS, PSB&G agrees to execute the License Agreement.

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

1) PSB&G is authorized to access and enter onto City property known as Gilchrist Street for the purpose of performing the activities described in the License Agreement attached hereto; and

2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

3) The term of the License Agreement shall be for twelve (12) months effective upon execution of the License Agreement by City officials.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required: No

RECORD OR COUNCIL VOTE ON FINAL PASSAGE 7-15-15

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

President of Council
RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 18, 2018 FOR THE DISPOSITION AND MARKETING OF MIXED PAPER AND COMMINGLED RECYCLABLE MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for the disposition and marketing of mixed paper and commingled recyclable materials for the City of Jersey City (City); and

WHEREAS, the City received two (2) bids on October 18, 2018 from Reliable Paper Recycling and All American Recycling Corporation; and

WHEREAS, Reliable Paper Recycling withdrew its proposal on December 28, 2018 due to rapidly deteriorating global recycling markets; and

WHEREAS, the City needs to revise the bid specifications changing the distance of the contractor's recycling facility from a radius of 20 miles to a radius of 15 miles from Jersey City in order to reduce travel time for City trucks to deliver and to return from the contractor's recycling facility; and

WHEREAS, the City sends at an minimum five (5) vehicles per day and about twenty five (25) a week to the facility; and

WHEREAS, the City's Business Administrator, Purchasing Agent, and the bid review committee recommend that all bids be rejected and the contract be rebid immediately using revised bid specifications; and

WHEREAS, N.J.S.A 40A: 11-13.2 (d) authorizes the rejection of all bids when a substantial revision of the bid specifications needs to be made; and

WHEREAS, the City desires to reject all bids received on October 18, 2018.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons, which are incorporated herein, all bids received on October 18, 2018 for the disposition and marketing of mixed paper and commingled recyclable materials are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

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

Rolando 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 REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 18, 2018 FOR THE DISPOSITION AND MARKETING OF MIXED PAPER AND COMINGLED RECYCLABLE MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Sanitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Frank Lamparelli</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-2629</td>
<td><a href="mailto:flamparelli@jcnj.org">flamparelli@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-317-6784</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 received two (2) bids on October 18, 2018 from Reliable Paper Recycling and All American Recycling Corporation.
- Reliable Paper Recycling withdrew its proposal on December 28, 2018 due to rapidly deteriorating global recycling markets.
- The City needs to revise the bid specifications changing the distance of the contractor is recycling facility from a radius of 20 miles to a radius of 15 miles from Jersey City in order to reduce travel time for City trucks to deliver and to return from the contractor’s recycling facility.
- The City sends at a minimum five (5) vehicles per day and about twenty five (25) a week to the facility.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Type of award  Rejection Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature of Department Director] [Date]

[Signature of Purchasing Director] [Date]
RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON APRIL 11, 2019 FOR JANITORIAL SERVICES CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for janitorial services for the City of Jersey City (City); and

WHEREAS, the City received ten (10) bids on April 11, 2019; and

WHEREAS, there was a bid defect regarding the Hudson County Bargaining Unit labor rate for janitorial service workers that affected how bidders calculated their bid prices; and

WHEREAS, the Hudson County Bargaining Unit rate language for janitorial service workers was not included in the original bid specification; and

WHEREAS, the City's Business Administrator, the Purchasing Agent, and the Director of Public Works recommend that all bids be rejected and the contract be rebid immediately using revised bid specifications that provides bidders with the Hudson County Bargaining Unit labor rate; and

WHEREAS, N.J.S.A 40A: 11-13.2(d) authorizes the rejection of all bids when a substantial revision of the bid specifications needs to be made and the information regarding the Hudson County Bargaining Unit labor rate is material information that needs to be included in the bid specifications; and

WHEREAS, the City desires to reject all bids received on April 11, 2019.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons, which are incorporated herein, all bids received on April 11, 2019 for janitorial services are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

May 29, 2019

APPROVED: Patrick G. Stamato, Director/Department of Public Works

APPROVED AS TO LEGAL FORM: Corporation Counsel

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>YUN</td>
<td></td>
<td></td>
<td>✓</td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td>✓</td>
<td>RIVERA</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>WATTERMAN</td>
<td></td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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.
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON APRIL 11, 2019 FOR JANITORIAL SERVICES CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Doug Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432</td>
<td><a href="mailto:dearlucci@jcnj.org">dearlucci@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

- There was a bid defect regarding the Hudson County Bargaining Unit labor rate for janitorial service workers that affected how bidders calculated their bid prices.
- The City received ten (10) bids on April 11, 2019.
- The Hudson County Bargaining Unit rate language for janitorial service workers was not included in the original bid specification.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Type of award | Rejection Resolution |

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Director  Date
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

ADOPTION OF THE FOLLOWING RESOLUTION:

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 sixty (60) 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Type</th>
<th>VIN#</th>
<th>Minimum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>ACU</td>
<td>4DR</td>
<td>JH4KA96582C016444</td>
<td>$33,309.30</td>
</tr>
<tr>
<td>1997</td>
<td>HON</td>
<td>4DR</td>
<td>1HGEJ6226VL134135</td>
<td>$6,995.86</td>
</tr>
<tr>
<td>1997</td>
<td>LIN</td>
<td>4DR</td>
<td>1LNM91V4VY686287</td>
<td>$6,931.88</td>
</tr>
<tr>
<td>2001</td>
<td>LAN</td>
<td>4DR</td>
<td>SALPL16461A451122</td>
<td>$13,763.76</td>
</tr>
<tr>
<td>2005</td>
<td>CHE</td>
<td>4DR</td>
<td>G 1 A K 5 2 3 5 7</td>
<td>$4,942.53</td>
</tr>
<tr>
<td>2002</td>
<td>NIS</td>
<td>4DR</td>
<td>1NA4L11D12C193687</td>
<td>$5,588.30</td>
</tr>
<tr>
<td>2006</td>
<td>CHE</td>
<td>4DR</td>
<td>1G1ZT51846F296199</td>
<td>$5,556.31</td>
</tr>
<tr>
<td>2007</td>
<td>HYU</td>
<td>4DR</td>
<td>5NMSG13D57H126535</td>
<td>$5,556.31</td>
</tr>
<tr>
<td>2006</td>
<td>LIN</td>
<td>4DR</td>
<td>1LNHM84W46Y645941</td>
<td>$5,556.31</td>
</tr>
<tr>
<td>2013</td>
<td>KIA</td>
<td>4DR</td>
<td>KNAFU4A29D5713636</td>
<td>$5,524.32</td>
</tr>
<tr>
<td>2002</td>
<td>CHR</td>
<td>4DR</td>
<td>1C4GJ25932B35720</td>
<td>$5,524.32</td>
</tr>
<tr>
<td>2006</td>
<td>HYU</td>
<td>4DR</td>
<td>KMH4C67U033002</td>
<td>$5,524.32</td>
</tr>
<tr>
<td>1999</td>
<td>OLD</td>
<td>4DR</td>
<td>1G3NL52EXXC409935</td>
<td>$5,524.32</td>
</tr>
<tr>
<td>2005</td>
<td>AUD</td>
<td>4DR</td>
<td>WAUDG74F15N059831</td>
<td>$5,492.33</td>
</tr>
<tr>
<td>1998</td>
<td>HON</td>
<td>4DR</td>
<td>1HCCG5559WA118692</td>
<td>$5,460.34</td>
</tr>
<tr>
<td>2002</td>
<td>BMW</td>
<td>2DR</td>
<td>WBAU6373472P87992</td>
<td>$5,428.35</td>
</tr>
<tr>
<td>2001</td>
<td>NIS</td>
<td>4DR</td>
<td>5N1ED28Y91C502162</td>
<td>$10,756.70</td>
</tr>
<tr>
<td>2007</td>
<td>PON</td>
<td>4DR</td>
<td>2GP2W52571142084</td>
<td>$5,204.42</td>
</tr>
<tr>
<td>2002</td>
<td>MER</td>
<td>4DR</td>
<td>4M2ZU86KKX2U57343</td>
<td>$5,006.51</td>
</tr>
<tr>
<td>2007</td>
<td>TOY</td>
<td>4DR</td>
<td>4T1B356B7U249673</td>
<td>$4,948.50</td>
</tr>
<tr>
<td>2013</td>
<td>FOR</td>
<td>4DR</td>
<td>1FAPB2E82DG2892</td>
<td>$4,852.53</td>
</tr>
<tr>
<td>2012</td>
<td>MAZ</td>
<td>4DR</td>
<td>JMBL1VQ8C1509540</td>
<td>$4,852.53</td>
</tr>
<tr>
<td>1996</td>
<td>HON</td>
<td>4DR</td>
<td>1HGEJ8640TL026968</td>
<td>$4,820.54</td>
</tr>
<tr>
<td>2000</td>
<td>FRE</td>
<td>BOX TRK</td>
<td>1FV6HABA4YHF33385</td>
<td>$16,242.98</td>
</tr>
<tr>
<td>2004</td>
<td>HON</td>
<td>4DR</td>
<td>JHMS95674802161</td>
<td>$4,788.55</td>
</tr>
<tr>
<td>1996</td>
<td>HON</td>
<td>4DR</td>
<td>1HGC5634TA009493</td>
<td>$4,756.56</td>
</tr>
<tr>
<td>1999</td>
<td>CHE</td>
<td>SUV</td>
<td>1GNEK13R8J536285</td>
<td>$9,413.12</td>
</tr>
<tr>
<td>1997</td>
<td>MER</td>
<td>4DR</td>
<td>2ME0LM74W9X626856</td>
<td>$4,724.57</td>
</tr>
<tr>
<td>2005</td>
<td>BMW</td>
<td>2DR</td>
<td>WBABD33405P07001</td>
<td>$4,824.57</td>
</tr>
<tr>
<td>2006</td>
<td>NIS</td>
<td>4DR</td>
<td>1N4AL11D3N336309</td>
<td>$4,692.58</td>
</tr>
<tr>
<td>2007</td>
<td>AUD</td>
<td>4DR</td>
<td>WAUEV74F87N084755</td>
<td>$4,628.60</td>
</tr>
</tbody>
</table>
Continuation of Resolution

City Clerk File No. Res. 19-560
Agenda No. 10.18 JUN 26 2019

TITLE:

<table>
<thead>
<tr>
<th>Year</th>
<th>Council Person</th>
<th>Vehicle Type</th>
<th>VIN Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>BUI</td>
<td>4DR</td>
<td>1G4HP54K624209029</td>
<td>$4,628.60</td>
</tr>
<tr>
<td>1991</td>
<td>NIS</td>
<td>4DR</td>
<td>JN1HJ01P2MT567684</td>
<td>$4,628.60</td>
</tr>
<tr>
<td>2000</td>
<td>HON</td>
<td>4DR</td>
<td>1HGCG1654YA029364</td>
<td>$4,596.61</td>
</tr>
<tr>
<td>2008</td>
<td>LAN</td>
<td>4DR</td>
<td>SALMF13488A265610</td>
<td>$9,093.22</td>
</tr>
<tr>
<td>2002</td>
<td>CHE</td>
<td>2DR</td>
<td>1GBFG15R321146090</td>
<td>$9,093.22</td>
</tr>
<tr>
<td>2006</td>
<td>FOR</td>
<td>4DR</td>
<td>1FMFU16556LA01776</td>
<td>$8,965.26</td>
</tr>
<tr>
<td>2003</td>
<td>NIS</td>
<td>SUV</td>
<td>JN8DR09Y93W834905</td>
<td>$4,500.64</td>
</tr>
<tr>
<td>2001</td>
<td>BUI</td>
<td>4DR</td>
<td>1G4HP54K014280547</td>
<td>$4,500.64</td>
</tr>
<tr>
<td>2004</td>
<td>FOR</td>
<td>VAN</td>
<td>1FNE24W24HA63772</td>
<td>$8,901.28</td>
</tr>
<tr>
<td>2004</td>
<td>SAT</td>
<td>4DR</td>
<td>5GZCZ63474S817110</td>
<td>$4,436.66</td>
</tr>
<tr>
<td>2007</td>
<td>MIT</td>
<td>4DR</td>
<td>4A3AB26FX7E069679</td>
<td>$4,340.69</td>
</tr>
<tr>
<td>2005</td>
<td>CHE</td>
<td>4DR</td>
<td>1GNJ1T3S552271019</td>
<td>$4,340.69</td>
</tr>
<tr>
<td>2004</td>
<td>NIS</td>
<td>VAN</td>
<td>5NJBV28U44N311464</td>
<td>$4,212.73</td>
</tr>
<tr>
<td>2009</td>
<td>MIT</td>
<td>4DR</td>
<td>4A3AB36F49E001855</td>
<td>$4,116.76</td>
</tr>
<tr>
<td>2009</td>
<td>AUD</td>
<td>SUV</td>
<td>WA1KK78R29A055131</td>
<td>$4,116.76</td>
</tr>
<tr>
<td>2004</td>
<td>ACU</td>
<td>4DR</td>
<td>19UUA662X4A065076</td>
<td>$4,084.77</td>
</tr>
<tr>
<td>2004</td>
<td>FOR</td>
<td>4DR</td>
<td>1FAP55S94A157268</td>
<td>$4,084.77</td>
</tr>
<tr>
<td>2005</td>
<td>CHE</td>
<td>4DR</td>
<td>1G1ZU64865F207242</td>
<td>$4,084.77</td>
</tr>
<tr>
<td>2005</td>
<td>SAT</td>
<td>4DR</td>
<td>1G8AJ526F65Z168481</td>
<td>$4,084.77</td>
</tr>
<tr>
<td>2007</td>
<td>TOY</td>
<td>4DR</td>
<td>4T1BE46K97U512333</td>
<td>$4,084.77</td>
</tr>
<tr>
<td>2013</td>
<td>HYU</td>
<td>4DR</td>
<td>5NPEB4AC1DH706595</td>
<td>$4,020.79</td>
</tr>
<tr>
<td>2001</td>
<td>TOY</td>
<td>4DR</td>
<td>2T1BR12E31C481897</td>
<td>$4,020.79</td>
</tr>
<tr>
<td>2008</td>
<td>CHR</td>
<td>2DR</td>
<td>1C3LC65M08N230899</td>
<td>$3,988.80</td>
</tr>
<tr>
<td>2003</td>
<td>BUI</td>
<td>4DR</td>
<td>2G4WSS2J731252002</td>
<td>$3,924.82</td>
</tr>
<tr>
<td>2003</td>
<td>HON</td>
<td>4DR</td>
<td>1HGCM5635S5A05518</td>
<td>$3,924.82</td>
</tr>
<tr>
<td>2000</td>
<td>TOY</td>
<td>4DR</td>
<td>JT2BG22K6Y0455048</td>
<td>$3,924.82</td>
</tr>
<tr>
<td>2003</td>
<td>VW</td>
<td>4DR</td>
<td>3VWRK69MX3M059050</td>
<td>$3,892.83</td>
</tr>
<tr>
<td>2002</td>
<td>CAD</td>
<td>4DR</td>
<td>1G6KD54Y32U137149</td>
<td>$3,892.83</td>
</tr>
<tr>
<td>2010</td>
<td>TOY</td>
<td>4DR</td>
<td>2T1BU4EE8AC268021</td>
<td>$3,860.84</td>
</tr>
</tbody>
</table>

June 7, 2019

APPROVED: [Signatures]

APPROVED: [Signatures]

APPROVED AS TO LEGAL FORM: [Signatures]

Certification Required: [Box]

Not Required: [Box]

APPROVED: [Box]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>RILEY</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></td>
<td>YUN</td>
<td></td>
<td></td>
<td>SOLCOMON</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEYER</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.

[Signatures]

Robert Byrne, City Clerk

Page 3
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>
<thead>
<tr>
<th>Department/Division</th>
<th>DFW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@jcnj.org">ortizh@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@jcnj.org">mvalenti@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

+ 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 sixty (60) 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
Resolution of the City of Jersey City, N.J.

Title: Resolution Authorizing a Memorandum of Understanding Between Vision To Learn and the City of Jersey City for the Purpose of Operating a Mobile Vision Clinic at the Department of Recreation's Summer Program Sites

Council as a Whole

Offered and Move Adoption the Following Resolution:

Whereas, Vision To Learn, a non-profit corporation of the State of California, will provide free vision services to children of the City of Jersey City (City) during the months of July and August of 2019 at various Department of Recreation summer program sites; and

Whereas, Vision To Learn, via its Mobile Vision Clinic, will provide vision screening of all children inclusive of follow-up examinations for those who require it, basic vision examination, prescription and fitting of glasses, and provision of glasses; and

Whereas, the attached Memorandum of Understanding is a non-monetary contractual agreement between Vision To Learn and the City and does not result in any direct or indirect costs to the City, the children, or their families; and

Whereas, Vision To Learn reserves the right to seek reimbursement from Medicaid for services provided to covered participants; and

Whereas, the City will provide Vision To Learn a list of children with relevant demographic and contact information to facilitate screenings, exams and the provision of glasses; and

Whereas, Vision To Learn will provide the City with a certificate of insurance that names the City as an additional insured prior to the commencement of the program;

Now, Therefore, Be It Resolved, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the Memorandum of Understanding, attached hereto, with Vision To Learn, a non-profit corporation of the State of California, to provide free vision services to children; and

2. The term of the Memorandum of Understanding shall begin on July 8, 2019 and end on August 9, 2019.

Approved:

Business Administrator

Corporation Counsel

Record of Council Vote on Final Passage 6-26-19

<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>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZAREY</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.

Rolando 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 AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN VISION TO LEARN AND THE CITY OF JERSEY CITY FOR THE PURPOSE OF OPERATING A MOBILE VISION CLINIC AT THE DEPARTMENT OF RECREATION'S SUMMER PROGRAM SITES

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Arthur Williams</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4537</td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to enter into an agreement with Vision To Learn, a non-profit corporation of the State of California who will provide free vision services to the children of the City of Jersey City (City) during the months of July and August of 2019 at the various Recreation summer program sites.

I certify that all the facts presented herein are accurate.

[Signature of Director] (Signature of Department Director)  0/0/19 (Date)
MEMORANDUM OF UNDERSTANDING
between
VISION TO LEARN,
a registered California not-for-profit corporation and
City of Jersey City

This Agreement is entered into between Vision To Learn, hereafter referred to as Provider, and The City of Jersey City, hereafter referred to as The City, for the purpose of operating a Mobile Vision Clinic ("Mobile Clinic") on the campus of Recreation Pre-K through 12th grade programs.

1. Description of Services. Provider will provide the following vision services (the "Services") to The City youth during the months of July and August 2019:

   A. Vision screening of all students at selected school/program sites, to identify students who require a follow-up vision examination
   B. Basic vision examination for screening-identified students
   C. Prescription and fitting of glasses
   D. Provision of glasses from Provider's available selection. Glasses will be delivered on a separate date approximately three weeks after exam.
   E. As feasible and appropriate, referrals to the school nurse for additional care where indicated.

2. Services Provided Without Charge. This Agreement is a non-monetary contractual agreement between the parties and is not intended to result in any direct or indirect costs to The City, families or students regardless of socioeconomic status. Neither the District nor any student will be asked to pay for Provider's services. Provider reserves the right to seek reimbursement from Medicaid for services provided to covered participants. No participant will be denied service based on their lack of insurance.

3. Programs to be Served. Selected sites to be served and dates of service will be determined jointly by agreement of The City and the Provider

4. Role of The City. In order to enable Vision To Learn to provide the Services, The City will be responsible for the following:

   A. Distribute an "opt-out" consent form to each student's parent/guardian informing them of the upcoming free vision screening, eye exam and glasses to be provided by Vision To Learn, and providing them an opportunity to decline Vision To Learn's service.
   B. Maintain a list of students who have opted out of the service and be responsible for ensuring those students are not sent to Provider for the service.
C. Provide Vision To Learn a spreadsheet or physical list of students with relevant demographic and contact information to facilitate screenings, exams and glasses provision. This information includes:
   a. Full name of student
   b. Date of Birth of student
   c. One Parent's/Guardian's full name

D. Provide parking and electrical service for the Mobile Clinic (a converted RV) on the date of exams, and classroom or other suitable space for glasses delivery on the date of delivery.

E. Provide staff or volunteers to accompany Referred Students to and from the Mobile Clinic.

F. Provide access to photocopy and/or fax machine for incidental use.

5. Responsibilities of Provider.

A. Provider will be responsible for staffing the Mobile Clinic and obtaining any necessary or appropriate licenses, permits or registrations.

B. Provider will provide the services

C. Provider will maintain in effect the following forms of insurance in the following amounts:
   a) Commercial General Liability insurance in the amount of, $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
   b) 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.
   c) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000
   d) Professional liability in the amount of $1,000,000 per occurrence and $3,000,000 in aggregate.

Before Commencing the work, the Provider 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 a period specified below.
   a) General Liability, Automobile Liability Coverage and Workmen’s Compensation Insurance shall be kept in force until submission of the contractor's final invoice.
   b) Professional Liability Insurance shall be kept in force until at least one (1) year after completion of contract/project.
D. Provider will retain records on services provided for Referred Students.

7. **Term & Termination.** This agreement will continue in effect through dates mentioned above or until terminated by either party upon 90 days notice to the other, or by mutual consent.

In witness whereof this agreement has been executed as of the latter date set forth below:

The City of Jersey City

By: ___________________________
Print Name: ___________________________
Title: ___________________________
Date: ___________________________

VISION TO LEARN

By: ___________________________
Print Name: ___________________________
Title: ___________________________
Date: ___________________________
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KARSON FOOD SERVICE INC TO PROVIDE 2019 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF RECREATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for the 2019 Summer Food Program for the Department of Recreation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey ("City") has received Four (4) Bids, the lowest bidder being that from Karson Food, 3409 Rose Avenue, Ocean NJ 07712 in the total bid amount of Three Hundred Eighty Five Thousand, Seven Hundred Twenty Six ($385,726.38) Dollars and Thirty Eight Cents; and

WHEREAS, the City’s Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of Twenty Thousand ($20,000.00) Dollars is available in Operating Acct #01-201-28-370-314; and

Department of Recreation

<table>
<thead>
<tr>
<th>Acct No.</th>
<th>P.O. #</th>
<th>Temp. Encumb.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-28-370-314</td>
<td>133946</td>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Contract</td>
</tr>
</tbody>
</table>

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Karson Food Service Inc, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City and be it further

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KARSON FOOD SERVICE INC TO PROVIDE 2019 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF RECREATION

RESOLVED, the 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 appropriation of funds in the 2019 fiscal year permanent budget.

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below:

Department of Recreation

<table>
<thead>
<tr>
<th>Acct No.</th>
<th>P.O. #</th>
<th>Temp. Encumb.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-28-370-314</td>
<td>133946</td>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Contract</td>
</tr>
</tbody>
</table>

Approved by

Peter Folgado, Director of Purchasing, QPA

APPROVED: 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

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

Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KARSON FOOD SERVICE INC TO PROVIDE 2019 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF RECREATION

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Arthur Williams Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4537 <a href="mailto:ajwilliams@jcnj.org">ajwilliams@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.)

Resolution Purpose

To provide breakfast and lunch to low income children in Jersey City at various camps, daycares and faith-based organizations

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

Total Cost $385,726.38  June 24, 2019 thru August 16, 2019
Acct Number # 01-201-28-370-314

Type of Award  Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Agent  Date
Date: June 10, 2019
To: Peter Folgado, Division of Purchasing; Director
From: Arthur Williams, Department of Recreation, Director
Subject: 2019 Summer Food Service Program Contract Award Recommendation Memo

Please be advised, I have reviewed the bid offerings submitted for the 2019 Summer Food Service Meal Program; and have accepted the lowest bid offered by Karson Food Service Inc. in the amount of ($385,726.38). I find it to be fair and acceptable.

Acct. Number: 01-201-28-370-314

Temporary Encumbrance: $20,000

Arthur Williams

C: Raquel Tosado
NJDA SFSP FOOD SERVICE MANAGEMENT COMPANY CONTRACT

This document contains an invitation to food service management companies to bid for the furnishing of unattended meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the United States Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the sponsor named below.

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>BID OPENING</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>City of Jersey City - Dept of Rec</td>
</tr>
<tr>
<td>AGREEMENT #</td>
<td>01-02-21</td>
</tr>
<tr>
<td>ADDRESS (Include City, State, Zip Code)</td>
<td>1 Chapel Ave, Jersey City, NJ 07305</td>
</tr>
<tr>
<td>LOCATION</td>
<td>City of Jersey City - Dept of Rec</td>
</tr>
<tr>
<td>CONTACT NAME</td>
<td>Alfred Carter</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>(201) 547-5275</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>BID OPENING</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>Karin Food Service, Inc.</td>
</tr>
<tr>
<td>STREET ADDRESS (Include City, State, Zip Code)</td>
<td>3409 Rose Ave, Jersey NJ 08312</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>(201) 547-9222</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEAL TYPE</th>
<th>ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY</th>
<th>ESTIMATED NUMBER OF SERVING DAYS</th>
<th>UNIT PRICE</th>
<th>ESTIMATED TOTAL PER MEAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>2,154</td>
<td>39</td>
<td>1.13</td>
<td>2,577.575</td>
</tr>
<tr>
<td>Lunch</td>
<td>3,174</td>
<td>39</td>
<td>2.40</td>
<td>7,599.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEAL TYPE</th>
<th>ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY</th>
<th>ESTIMATED NUMBER OF SERVING DAYS</th>
<th>UNIT PRICE</th>
<th>ESTIMATED TOTAL PER MEAL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MEAL TYPE</th>
<th>ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY</th>
<th>ESTIMATED NUMBER OF SERVING DAYS</th>
<th>UNIT PRICE</th>
<th>ESTIMATED TOTAL PER MEAL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BID BOND PERCENTAGE REQUIRED</th>
<th>PERFORMANCE BOND PERCENTAGE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Bond</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>10%</td>
<td>25%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCEPTANCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsor and FSMC agree to abide by all provisions, specifications and stipulations in the attached Contract, its Attachments A, B, C, D, E and F and the Bidding Requirements and Specifications which are expressly made part of this Contract.</td>
<td></td>
</tr>
<tr>
<td>CONTRACT NUMBER</td>
<td>NAME (Print)</td>
</tr>
<tr>
<td>SPONSOR SIGNATURE</td>
<td></td>
</tr>
</tbody>
</table>

New Jersey is an Equal Opportunity Employer, www.nj.gov/agriculture
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 (Continuation)

The contractor or subcontractor agrees to inform 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 ensure that all personal 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 layoffs 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/meritwork/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchases & 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 Purchases & 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.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 company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.A.C. 17:27.

Representative's Name/Title (Primary)

Representative's Signature

Name of Company: Kasim Food Service Inc.

Tel. No.: 327-722-1906

Date: 5/27/19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the (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 self, 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 the 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 changes, 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 liability 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 it be construed to relieve the contractor from any liability, nor provoke 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: Private
Representative's Signature: [Signature]
Name of Company: [Company Name]
Tel. No.: [Telephone Number]
Dated: [Date]

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-329 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: [Your Business Name]
Address: [Your Business Address]
Telephone No.: [Your Business Phone Number]
Contact Name: [Your Contact Name]

Please check applicable category:

[ ] Minority Owned Business (MBE) [ ] Minority & Woman Owned Business (MWBE)
[ ] Woman Owned business (WBE) [ ] Neither

Definitions

Minority Business Enterprise

Minority Business Enterprises 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 Alaska 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 Alaska 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.
TAXPAYER NAME: KARSON FOOD SERVICE, INC.
TAXPAYER IDENTIFICATION# 223-398-283/000
ADDRESS 2104 HECK AVENUE, NEPTUNE NJ 07753-1430
EFFECTIVE DATE 08/10/95
FORM-BRC(08-01)

TRADE NAME: 
CONTRACTOR CERTIFICATION# 0063146
ISSUANCE DATE: 09/13/01

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Patrick A. Christie
Director, Division of Revenue
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0084146 FOR KARSON FOOD SERVICE, INC. IS VALID.
NEW JERSEY DEPARTMENT OF HEALTH
CONSUMER AND ENVIRONMENTAL HEALTH SERVICE
P.O. Box 369, Trenton, New Jersey 08625-0369

LICENSE / PERMIT

THE FOLLOWING, PURSUANT TO N.J.S.A. 24:15-1 IS HEREBY AUTHORIZED TO
OPERATE A: FOOD - COSMETIC ESTABLISHMENT

LOC: 3409 ROSE AVE
OCEAN, NJ 07712-

KARSON FOOD SERVICE INC
3409 ROSE AVE
OCEAN, NJ 07712-

LICENSE/PERMIT: 0012683
DATE ISSUED: 12/07/2018
EXPIRES ON: 12/31/2019

Establishment Copy
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-2017 to 15-OCT-2020

KARSON FOOD SERVICE, INC.
3409 ROSE AVE
OCEAN
NJ 07712

FORD M. SCUDDER
State Treasurer
NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES
SANITARY INSPECTION REPORT

KARSON FOOD SERVICE
3409 Rose Ave, Ocean, NJ

(Name of Establishment) (Address)

SATISFACTORY

Detailed supporting data sheets are available upon request on these premises and at the local department of health.

<table>
<thead>
<tr>
<th>NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES</th>
<th>LOCAL BOARD OF HEALTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumer, Environmental and Occupational Health Services</td>
<td>Local Board of Health (Name, Address and Telephone No.)</td>
</tr>
<tr>
<td>PO Box 369, Trenton, NJ 08625-0369</td>
<td></td>
</tr>
<tr>
<td>Name of Inspecting Official (Print)</td>
<td>Name of Inspecting Official (Print)</td>
</tr>
<tr>
<td>ANNIE PULLOMARK</td>
<td>6/11/18</td>
</tr>
<tr>
<td>Signature of Inspecting Official</td>
<td>Permanent Reg. No.</td>
</tr>
<tr>
<td></td>
<td>B-150656</td>
</tr>
<tr>
<td></td>
<td>Signature of Inspecting Official</td>
</tr>
<tr>
<td></td>
<td>Permanent Reg. No.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In accordance with the State Sanitary Code, this "report shall be posted in a conspicuous place near the public entrance of the establishment." Specific references in the Inspection Report are to Chapter 24 of the State Sanitary Code, and/or Title 24, N.J.S.A.
RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH CATHOLIC LEGAL IMMIGRATION NETWORK, INC.

WHEREAS, the City of Jersey City Department of Health & Human Services houses the Division of Immigrant Affairs;

WHEREAS, the Division of Immigrant Affairs is seeking to build relationships with partner agencies that can assist with professional development, networking, training, and legal services to ensure that the Division is running at maximum capacity and efficiency;

WHEREAS, Catholic Legal Immigration Network, Inc. ("CLINIC") is an organization that helps local agencies meet the immigration needs of local communities, helps train staff to use tools to increase the efficiency and the quality of immigration work, and invests in staff training, and curating and supplementing an up-to-date immigration law library to ensure the competency and availability of resources for staff in the performance of immigration work;

WHEREAS, CLINIC Subscriber benefits are a requirement for the Division’s EOIR-31(A) Application for U.S. Department of Justice Recognition and Accreditation (DOJ R&A); and,

WHEREAS, DOJ Recognition indicates that the organization is qualified to provide immigration legal services through non-attorney staff members or volunteers in accordance with federal regulations;

WHEREAS, DOJ R&A would significantly improve the scope and quality of the Division of Immigrant Affairs Immigration Assistance Program, and the Division’s pursuit of DOJ R&A has been celebrated by nearly all knowledgeable stakeholders, including officials from the Newark Field Office of the United States Citizenship and Immigration Service; and,

WHEREAS, the Jersey City Division of Immigrant Affairs wishes to become a CLINIC subscriber; and

WHEREAS, in order to subscribe to CLINIC, the City must first enter into an agreement accepting the terms and conditions of the subscription agreement;

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

1. The City accepts the terms and conditions of CLINIC’s Subscription Agreement attached hereto;

2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto; and

3. The term of the Agreement shall be effective beginning June 27, 2019.

ADOPTED 8-0

APPROVED:

Business Administrator

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. RIVERA ABSENT

ROBERT LAVARRO, PRES.

RIDLEY YUN PRINZ-AREY SOLOMON BOGGIANO ROBINSON

N/Y: Not Voting (Abstain)

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

Robert Byrne, City Clerk

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH CATHOLIC LEGAL IMMIGRATION NETWORK, INC.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Division of Immigrant Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Michael Mclean</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/4328</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/MMclean@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 allows the City to apply to become a CLINIC subscriber. If approved, having CLINIC subscriber status will allow the City to be considered as a candidate for federal Department of Justice Recognition and Accreditation.

I certify that all the facts presented herein are accurate.

[Signature]  [Date]
Contents

Subscriber Registration and Renewal Form 2019..........................3

Core Standards for Charitable Immigration Programs.................7

Subscriber Agreement........................................................................11
Subscriber Registration and Renewal Form 2019

Directions:

Please complete and return the Subscriber Registration and Renewal Form with the Subscriber Agreement, parent organization's mission statement and IRS tax exempt letter. The top section of this form is for identifying who should receive an invoice for annual dues once subscription status is conditionally accepted awaiting payment for activation. The lower section is to identify staff authorized to receive CLINIC's services and benefits and to update your agency and immigration program information for CLINIC's records and web-based directory.

If you have any questions, please contact Jeff Chenoweth at 301-565-4814 or jchenoweth@cliniclegal.org.

Subscriber Fee:

CLINIC will invoice a conditionally approved subscriber after it has obtained consent from the local Catholic diocese. Annual subscriber fee for 2019 is $1,500.

Please provide contact information for the person responsible for accounts payable for future invoices:

Name: Michael McLean
Position: Director, Jersey City Division of Immigrant Affairs
Telephone: 201-547-4328 | 201-577-1190 (cell)
Email: mmclean@jcnj.org
Mailing Address: 1 Jackson Square, Jersey City, NJ 07305

Information about the Parent (Headquarters) Agency

Organization Name: Jersey City Department of Health and Human Services - Division of Immigrant Affairs
Mailing Address: 1 Jackson Square, Jersey City, NJ 07305
Telephone: 201-547-4328 | 201-577-1190 (cell)
Information about the Immigration Program

Immigration Program Name:
Division of Immigrant Affairs - Immigration Assistance Program

Recognition Status (active, submitted pending approval, in progress, none, etc.):
We plan to submit our DOJ R&A application in 2019 or early 2020.

Mailing Address:
1 Jackson Square, Jersey City, NJ 07305

Telephone: 201-547-4328 | 201-577-1190 (cell)
Fax: 201-577-1190 (cell)

Website and social media handles:

Program Director Name:
Michael McLean

PD Telephone: 201-547-4328 | 201-577-1190 (cell)
PD Email: mmclean@jcnj.org

Is the Program Director the primary contact person? ☑ Yes ☐ No

If no, please list the primary contact person:

Name:

Telephone:
Email:

Type of immigration services provided (legal and non-legal):

The Jersey City Division of Immigrant Affairs works with non-profit, governmental, and community organizations to help our immigrant communities integrate and succeed. All immigrants living in Jersey City are welcome to free assistance with citizenship and Green Card renewal applications by scheduling a consultation at our Department of Health and Human Services (HHS) office, or by registering for one of our citizenship clinic events, which are supervised by non-profit legal agencies. Our Immigration Assistance Program is governed in large part by the non-attorney Preparer's Certification featured on USCIS forms, and we are very careful to avoid unauthorized practice of law: Our constituents affirm their understanding that we are not attorneys and can not provide legal advice, and all complicated cases are referred to our non-profit legal partners. In concert with the "Partnership for a Healthier Jersey City", which includes an array of non-profit and low-cost service-providers and stakeholders, our Division offers a robust referral service, hosts free educational events and health screenings, and includes immigrant communities in a collaborative public health strategy. More details are available upon request.
<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq. Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael McLean</td>
<td>Director, Division of Immigrant Affairs</td>
<td><a href="mailto:mmcLean@jcnj.org">mmcLean@jcnj.org</a></td>
<td>201-547-4328</td>
</tr>
<tr>
<td>Melad Latif</td>
<td>Social Service Aid, Certified Health Education Specialist</td>
<td><a href="mailto:mlatif@jcnj.org">mlatif@jcnj.org</a></td>
<td>201-547-5118</td>
</tr>
<tr>
<td>Mayra Episcopo</td>
<td>Social Service Assistant</td>
<td><a href="mailto:mepiscopo@jcnj.org">mepiscopo@jcnj.org</a></td>
<td>201-547-5107</td>
</tr>
</tbody>
</table>
**Immigration Program's Suboffice 1 (If applicable)**

Sub-Office Name:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq, Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mailing Address:  

Telephone:  

Fax:  

Website:  

**Immigration Program's Suboffice 2 (If applicable)**

Sub-Office Name:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq, Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mailing Address:  

Telephone:  

Fax:  

Website:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq, Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Immigration Program’s Suboffice 3 (If applicable)

**Sub-Office Name:**

**Mailing Address:**

**Telephone:**

**Fax:**

**Website:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq, Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Immigration Program’s Suboffice 4 (If applicable)

**Sub-Office Name:**

**Mailing Address:**

**Telephone:**

**Fax:**

**Website:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position and Credentials (Esq, Accredited)</th>
<th>Email</th>
<th>Telephone and ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Core Standards for Charitable Immigration Programs

CLINIC seeks to expand and improve the legal services provided to low-income immigrants through its network of affiliate agencies. It does this by offering a range of training, technical support, and advocacy services. CLINIC does not oversee or have a legal relationship with its affiliate agencies, nor is it an accrediting body. However, CLINIC has a strong interest in helping affiliate agencies provide professional and competent services. As such, it has developed certain expectations for its affiliate agencies. These primarily have to do with the legal practice of law, legal staff availing themselves of appropriate training and technical support, and adherence to basic program management standards.

In becoming a CLINIC affiliate, programs are expected to work with CLINIC staff in meeting minimum CLINIC standards. The CLINIC standards listed in bold reference essential standards guiding program staff's legal services to clients. All CLINIC standards listed represent best practices that agencies should achieve. These standards will be regularly communicated to CLINIC affiliate agencies and will be incorporated into the affiliate renewal process.

The following are overarching standards that are expected of each affiliate agency:

a. Ensure that program services by type meet the immigration needs of the local community
b. Engage staff in the authorized practice of immigration law
c. Consistently use case management systems that include use of case management software and other tools to increase the efficiency and the quality of immigration work
d. Establish financial controls and procedures to ensure the integrity and accountability in handling all financial matters
e. Establish and implement supervision of staff and quality control procedures to ensure staff is providing the best level of immigration legal services
f. Invest in staff training and an up-to-date immigration law library to ensure the competency and availability of resources for staff in the performance of immigration work

The following are more specific requirements that CLINIC expects each affiliate agency to follow. Bolded items are required, while other items are recommended.

* Affiliate agencies shall not have the right to rely on CLINIC’s review of their operations to avoid or mitigate any liability for the agencies’ actions or failures thereof. Affiliate agencies are encouraged to perform their own reviews to ensure that their operations meet the standards for best practices.
Program Design

- Practice law legally, with at least one attorney who supervises non-attorney legal staff; or with recognition for the agency and at least one partially accredited representative with broad knowledge of immigration law and access to an immigration attorney or fully accredited representative for consultation

- Mission Statement sets forth the program’s goals, specifically referencing serving low-income and other vulnerable foreign-born persons

- Case selection criteria policy reflects mission, budget and staff skills

- Fee schedule is: based on a well-defined rationale; documented; accessible to staff and clients; consistently implemented. It should also accommodate client need for sliding fee scale or fee waiver

Administration

- Liability and malpractice insurance are maintained for Directors, Officers, host agency, and for legal staff

- Training policy is developed with minimum annual immigration law training requirements for each legal staff person with resources supported by the annual budget

- Immigration law resources are maintained and updated in print while also accessible electronically with minimum resources including the Immigration and Nationality Act, the federal regulations (8 CFR), a general treatise on immigration law and specified areas of representation, and precedent decisions by the Executive Office for Immigration Review.

- Case management system is developed and consistently used, including intake format and procedures; detailed and comprehensive client services agreement; client contact information; open and closed file policy; case file organization with case notes; secure file location (including internet-based software); use of electronic case management database with notification “tickler” system; use of hard-copy case management system as a back-up; and file retention policy including client notification

- Technical assistance by external experts for legal and programmatic needs is accessible and accessed, particularly from CLINIC’s Immigration Information Support Line and staff from the Center for Citizenship and Immigrant Communities.

- Staff organizational chart has clear lines of accountability and supervision

- Technology needs are met by budgeting and scheduling updates for computers, software, and training, and participating in training on full use of immigration software

- Job descriptions are provided for all program staff

- Program director regularly engages parent organization leadership on behalf of the program’s current activities and objectives for growth and improvements

- Participation is active in local, state and national pro-immigrant coalitions

- Administrative and legislative advocacy is appropriately engaged in at local and national levels for individual cases and policy concerns
Legal Services

- Legal staff are qualified to do the work assigned
- Confidentiality policy is documented, signed by staff and volunteers, and followed
- Legal ethics rules are known and adhered to by all legal staff
- Conflicts of interest policies are documented and signed by staff
- Client agreements are translated or interpreted for each client as necessary; detailed as to the services to be provided, scope of representation and the responsibilities of the client and legal representative; signed by all parties; copied for the client; and maintained in the case file
- Legal services in the forms of full and limited scope representation, pro se assistance, pro bono referral, and community and group presentations are pursued pursuant to agency policy and in keeping with other professional rules and procedures outlined by relevant state bars, the American Bar Association, and the Executive Office for Immigration Review
- Quality control procedures are used consistently by supervisors and experienced staff to ensure that all staff apply the best legal approach and level of services
- Referral sources are vetted for legal qualifications, professionalism and expertise and used appropriately when staff discern that a client is better served with representation outside the agency

Community Development and Advocacy

- Relationships are developed with non-paid support personnel (volunteers, interpreters, pro bono attorneys, law students, and non-law student interns) and established policies guide the responsibilities and scope of work for each category of volunteer
- Community outreach strategies are developed to educate on immigration issues, build institutional partnerships, and draw clients to charitable immigration services
- Marketing strategies are identified, including case studies with successful outcomes
- Advocacy and media relations policies are established with clear guidance as to which staff will speak to the media or government officials
Financial Controls

- Financial Controls and procedures, including checks and balances, are documented and maintained for: treatment of fees; payroll; accounts receivable; accounts payable; inventory; and fixed assets.
- Spending is monitored and in conformity with approved budgets.
- Monthly revenue and expense reports for general operating funds and grants are produced and analyzed.
- Fee decisions and money transactions are handled separately, from legal staff duties.
- Fee payment policy prioritizes acceptance of funds by money orders or cashier checks for both charitable program services and government filing fees.
- Resource development plan is established and updated to include potential, diverse sources of funding from government, foundation, and corporation grants; private donors; parent agency subsidy; and client fees.
- Marketing plan for fundraising purposes is developed with key tools including annual report; program report; program highlights and impact statement; service statistics; successful client case studies; client/supporter testimonials; and request for cash and inkind support.

Immigrant Integration

- A point person is designated, whose responsibilities include reaching out and compiling a referral list of community organizations whose services could benefit immigrants, such as credit unions, tax assistance organizations, parent-teach organizations, ESL service providers, leadership development organizations, etc.
- Plans for promoting and developing immigrant integration initiatives beyond legal services are incorporated into strategic plans and other short and long-term planning documents.
Subscriber Agreement

This is an agreement ("Agreement") between Catholic Legal Immigration Network, Inc. ("CLINIC") and the Subscriber executing this Agreement ("Subscriber") (collectively the "Parties").

A Subscriber is a non-Catholic, nonprofit organization with a mission to serve the foreign-born receiving selected CLINIC services stemming from the organization’s payment of Subscriber dues and performance in support of CLINIC’s Core Standards for Charitable Immigration Programs.

PURPOSE OF AGREEMENT:

The purpose of this agreement is to set out the responsibilities of CLINIC and the Subscriber agency for access to CLINIC’s services.

MISSION STATEMENT:

CLINIC’s mission reads, “Embracing the Gospel value of welcoming the stranger, CLINIC promotes the dignity and protects the rights of immigrants in partnership with a dedicated network of Catholic and community legal immigration programs.”

CLINIC’s Services & Conditions

For Subscriber agencies, CLINIC provides in 2019 a broad scope of services, including access to: CLINIC’s attorneys through its Immigration and Information Support web platform; a subscription to the CLINIC News; discounted rate on trainings; free program management-related webinars; free, periodic webinars with updates to immigration law practice; access to Subscriber-restricted section of CLINIC’s website; a wide array of legal and program management toolkits; new Subscriber consultation phone call with a dedicated Field Support Coordinator; support with the Department of Justice’s recognition and accreditation process; self-assessment tool for immigration program management; CLINIC’s national affiliate survey data if the Subscriber contributed its own data; postings to CLINIC’s web-based Job Board; and reduced pricing to use LawLogix’s EDGE case management system.

CLINIC’s Core Standards

CLINIC has core standards for its Subscriber agencies (see CLINIC’s Core Standards for Charitable Immigration Programs). All charitable immigration programs that sign this Subscriber Agreement should strive to conform to CLINIC’s standards.

These standards contain both the fundamental requirements for any program providing legal services to clients and best practices to which a program should aspire. CLINIC’s services are designed to assist Subscriber agencies to achieve and excel at these core standards.
RESPONSIBILITIES:
The specific responsibilities of CLINIC and Subscriber as parties to this agreement are listed below:

CLINIC will:

1. Designate a Field Support Coordinator to work with the Subscriber and act as the primary source of assistance in matters related to capacity building;

2. Assist the Subscriber in seeking Department of Justice recognition and accreditation for staff members as needed, provided CLINIC has confidence in the Subscriber’s capacity to fulfill the requirements of recognition and accreditation;

3. Conduct on-site assessments of the Subscriber’s strength and weakness with a written assessment report as a follow-up to help affiliate agencies achieve CLINIC’s core standards (a site visit is dependent on staff availability and travel costs for CLINIC staff must be reimbursed to CLINIC);

4. Provide an initiation consultation to new Subscribers to discuss the Subscriber’s program structure and services with a follow-up written set of recommendations and resources;

5. 2019 Subscriber benefits include:

   **Legal Training and Mentoring**

   • Access to CLINIC’s corps of experienced immigration attorneys for case consultations on a broad array of immigration legal matters relevant to charitable immigration programs.

   • Access to a wide array of legal immigration toolkits, papers, training manuals, program management tools, and other resources to further enhance your practice and better serve your clients.

   • Discount registration fees for legal training webinars and access to archived webinars.

   • Free, periodic webinars with updates to immigration law practice.

   • Discount registration fees for in-person and e-learning immigration law and program management trainings.

   • Discount registration fees to CLINIC’s organization-wide training event, its Annual Convening.

   • Subscription to CLINIC’s monthly e-newsletter.

   • Access to archived newsletters and legal practice updates through a secured web portal.

   **Organizational Capacity Building**

   • New Subscriber Program Review Call with a CLINIC Field Support Coordinator.

   • Consultation and technical assistance on starting an immigration legal program.

   • Free registration for program management webinars.

   • Technical assistance to become an authorized legal immigration service provider through agency recognition and staff accreditation.

   • Dedicated Field Support Coordinator services for program management consultations.

   • Opportunities to participate with CLINIC in national and regional collaborations with funding secured by CLINIC.

   • Access to CLINIC affiliate survey data – provided the Subscriber participated in the survey.
• Access to a Subscriber-restricted section of CLINIC's website.
• Self-assessment tool for immigration program management success.
• Postings and access to CLINIC's web-based Job Board.
• Reduced pricing and enhanced training opportunities for CLINIC affiliates that are customers of LawLogix's EDGE™ case management system. See www.lawlogix.com/immigration-case-management/clinic.

Advocacy Support

• Advocacy updates, including USCIS updates and CLINIC's notes from stakeholder calls with federal authorities.
• Guidance on advocacy strategies from CLINIC Advocacy attorneys.
• Model resolutions for local legislative actions and talking points for local and national advocacy efforts, as CLINIC staff time permits.
• Op-Eds on urgent immigration topics; and media preparation strategies for local news stories, as CLINIC staff time permits.

SUBSCRIBER will:

1. Commit to work to achieve CLINIC's entire core standards described in CLINIC's Core Standards for Charitable Immigration Programs.
2. Maintain open and prompt communication with CLINIC's assigned Field Support Coordinator.
3. Provide information and materials relating to the overall program for purposes of program assessment.
4. Update CLINIC with the program's current staffing list including contact information and credential to practice immigration law.
5. Inform the CLINIC Field Support Coordinator of significant changes in the program, including address and contact information, staffing at management and direct services levels, services available (reduced or expanded), changes in authorization to practice including those impacting the agency's DOJ recognition and accreditation status.
6. Provide any other relevant information as needed.
7. Pay required dues by prescribed due date.

Terms and Cancellation

This agreement remains in effect until the end of the calendar year 2019.

The Parties understand and agree that:

1. CLINIC is not undertaking to exercise oversight of the Subscriber's program, operations, cases, or supervision of its staff.
2. CLINIC is not entering into an attorney-client relationship with the Subscriber, the Subscriber's employees or volunteers, or Subscriber's clients.
3. CLINIC does not oversee or have a legal relationship with its Subscriber agencies with respect to Subscriber performance of its duties.
4. CLINIC is not an accrediting body, nor is it providing any accreditation or approval of Subscriber’s operations.

5. Subscriber does not have the right to rely on CLINIC’s review of its operations to avoid or mitigate any liability for Subscriber’s actions or failures thereof.

6. CLINIC’s sole liability to Subscriber shall be limited to the amount of the annual dues.

7. Subscriber acknowledges that it shall perform its own review to ensure that its operations meet the standards for best practices.

8. Except as set forth in this Agreement, each party expressly disclaims all warranties, whether express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property rights, and any warranty arising out of a course of performance, dealing or trade usage.

Disputes

The Parties agree that all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the District of Columbia and that the venue and jurisdiction for any such dispute shall be a court of competent jurisdiction in the District of Columbia.

Cancellation of Subscription

CLINIC reserves the right to cancel this subscription at its convenience at any time, for any reason or no reason, with or without advance notice to the Subscriber. Considerations for cancellation will include but are not be limited to:

1. The failure of the Subscriber to pay dues in a timely manner, as determined by CLINIC in its sole discretion.

2. If the Subscriber is not an attorney-driven organization or a DOJ recognized agency” pursuant to 8 C.F.R. § 1292.1(a)(4). CLINIC, at its sole discretion, may afford a Subscriber or potential Subscriber a grace period during which the Subscriber or potential Subscriber will seek to become an attorney-driven program or a DOJ recognized agency.

3. The failure of the Subscriber to uphold CLINIC’s Core Standards for Charitable Immigration Programs, as determined by CLINIC in its sole discretion.

Upon cancellation, CLINIC will provide the former Subscriber a notice of cancellation and will refund a pro-rated share of the former Subscriber’s annual dues.

☐ I, Subscriber, accept the terms and conditions of CLINIC’s Subscription Agreement.

Name: ________________________________

Title: ________________________________

Organization: _________________________

Date: ________________________________
RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL
ACCEPTING A GIFT OF REFRESHMENTS FROM DUNKIN DONUTS
FOR NATIONAL HIV TESTING DAY

COUNCIL

Offered and moved adoption the following Resolution:

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

WHEREAS, Dunkin Donuts has worked with JCHHS to provide refreshments for various events; and

WHEREAS, Dunkin Donuts would like to provide free donuts, bagels, and muffins for JCHHS’ 2019 National HIV Testing Day event; and

WHEREAS, Dunkin Donuts wishes to donate $400 worth of food to JCHHS; and,

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of resolution by this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of food from Dunkin Donuts;

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and

3. The City of Jersey City hereby thanks Dunkin Donuts for its generosity.

[Signature]
6/18/19

APPROVED: ____________________________
[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required □ Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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>RIVERA</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td>WATERMAN</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.

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

[Signature]
Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A GIFT OF REFRESHMENTS FROM DUNKIN DONUTS FOR NATIONAL HIV TESTING DAY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Community Health &amp; Wellness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Linda Ivory-Green</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-6560/5583</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/IvoryL@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 allows the City to accept a donation of $400 worth of food from Dunkin Donuts. The donated food will be served as refreshment at 2019 National HIV Testing Day.

I certify that all the facts presented herein are accurate.

Signature of Department Director: Stacey F. Flanagan

Date: 6/1/2019
# Resolution of the City of Jersey City, N.J.

**Res. 19-565**

**JUN 26, 2019**

**Title:** A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A GIFT OF REFRESHMENTS FROM EXTRA SUPERMARKET FOR NATIONAL HIV TESTING DAY

**Council** Offered and moved adoption the following Resolution:

**WHEREAS,** each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

**WHEREAS,** Extra Supermarket has worked with JCHHS on initiatives including healthy food access for seniors and children; and

**WHEREAS,** Extra Supermarket would like to provide free refreshments for JCHHS' 2019 National HIV Testing Day event; and

**WHEREAS,** Extra Supermarket wishes to donate $100 worth of food and beverages to JCHHS; and,

**WHEREAS,** pursuant to NJ.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and,

**WHEREAS,** the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of food and beverages from Extra Supermarket;
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and
3. The City of Jersey City hereby thanks Extra Supermarket for its generosity.

**Record of Council Vote on Final Passage**

<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>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</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>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<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>
<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.
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A GIFT OF REFRESHMENTS FROM EXTRA SUPERMARKET FOR NATIONAL HIV TESTING DAY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Community Health &amp; Wellness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Linda Ivory-Green</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5583</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/IvoryL@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 allows the City to accept a donation of $100 worth of food from Extra Supermarket. The donation will be used to serve as refreshments for 2019 National HIV Testing Day.

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Department Director

[Date]
<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Red Delicious Apple box</td>
<td>$3.75</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>1</td>
<td>Ripe Banana Box</td>
<td>$ 1.80</td>
<td>$ 1.80</td>
</tr>
<tr>
<td>1</td>
<td>Oranges Box</td>
<td>$ 2.00</td>
<td>$ 2.00</td>
</tr>
<tr>
<td>5</td>
<td>Poland Spring Water</td>
<td>$ 0.60</td>
<td>$ 3.00</td>
</tr>
</tbody>
</table>

**RECEIVED BY**: 

**$100.00**

*Donation*
TITLE: A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL
ACCEPTING A MONETARY GIFT FROM THE FACTORY
RESTAURANT AND LOUNGE FOR NATIONAL HIV TESTING DAY

COUNCIL Offered and moved adoption the following Resolution:

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

WHEREAS, The Factory Restaurant and Lounge would like to support JCHHS by helping to sponsor the National HIV Testing Day event; and

WHEREAS, The Factory Restaurant and Lounge would like to pay for the cost of t-shirts for JCHHS' 2019 National HIV Testing Day event; and

WHEREAS, The Factory Restaurant and Lounge wishes to donate $1,439.25 to reimburse JCHHS for the cost of t-shirts that were printed specially for the 2019 National HIV Testing Day event; and,

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of $1,439.25 from The Factory Restaurant and Lounge;

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and

3. The City of Jersey City hereby thanks The Factory Restaurant and Lounge for its generosity.

APPROVED: 

APPORVED AS TO LEGAL FORM

APPROVED:

Business Administrator

CERTIFICATION REQUIRED

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>FRINZ-AREY</td>
<td></td>
<td>✓</td>
<td></td>
<td>BCGGIANO</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>YUN</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></td>
<td></td>
<td></td>
<td></td>
<td>WATERMAN</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.

Robert Lavarro, Jr., President of Council

Robert Byrne, City Clerk
Bill To:
CITY OF JERSEY CITY/ SPONSOR

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSHIRTS</td>
<td>150</td>
<td>$8.50</td>
<td>$1,275.00*</td>
</tr>
<tr>
<td>FREE TSHIRTS</td>
<td>50</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SCREEN SETUP</td>
<td>3</td>
<td>$25.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Subtotal: $1,350.00
NJ (7%): $89.25
Total: $1,439.25 USD

*Taxable item

Amount due: $1,439.25
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A MONETARY GIFT FROM THE FACTORY RESTAURANT AND LOUNGE FOR NATIONAL HIV TESTING DAY

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Community Health &amp; Wellness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Linda Ivory-Green</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/3563</td>
<td><a href="mailto:SFlanagan@jcni.org">SFlanagan@jcni.org</a>/LIveryL@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 allows the City to accept a donation of $1,439.25 from The factory Restaurant and Lounge. The donation will be used to compensate HHS for the cost of custom t-shirts made for 2019 National HIV Testing Day.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL
ACCEPTING A MONETARY GIFT FROM DR. ORLANDO GONZALEZ
FOR NATIONAL HIV TESTING DAY

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

WHEREAS, Dr. Orlando Gonzalez works for JCHHS in the City Clinic and would like to support the 2019 National HIV Testing Day event; and

WHEREAS, Dr. Orlando Gonzalez would like to make a monetary contribution of $500 to offset the cost of JCHHS' 2019 National HIV Testing Day event; and

WHEREAS, pursuant to NJ.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of $500.00 from Dr. Orlando Gonzalez;

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and

3. The City of Jersey City hereby thanks Dr. Gonzalez for his generosity.
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A MONETARY GIFT FROM DR. ORLANDO GONZALEZ FOR NATIONAL HIV TESTING DAY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Community Health &amp; Wellness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Linda Ivory-Green</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 8260/5583</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/IvoryL@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 allows the City to accept a donation of $500 from Dr. Orlando Gonzalez. The funds will be used to help offset the cost of 2019 National HIV Testing Day.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Stacey Flanagan  July 14, 2019
Resolution of the City of Jersey City, N.J.

COUNCIL

Offered and moved adoption the following Resolution:

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

WHEREAS, Prince of Pizza has worked with JCHHS to provide hot foods for various events; and

WHEREAS, Prince of Pizza would like to provide free pizza and other dishes for JCHHS' 2019 National HIV Testing Day event; and

WHEREAS, Prince of Pizza wishes to donate $110 worth of food to JCHHS; and,

WHEREAS, pursuant to NJ.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of food from Prince of Pizza;

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and

3. The City of Jersey City hereby thanks Prince of Pizza for its generosity.
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

| A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A GIFT OF REFRESHMENTS FROM PRINCE OF PIZZA FOR NATIONAL HIV TESTING DAY |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Community Health &amp; Wellness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan/Linda Ivory-Green</td>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560/5583</td>
<td><a href="mailto:SFlanagan@jcnnj.org">SFlanagan@jcnnj.org</a>/IvoryL@jcnnj.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 allows the City to accept a donation of $110 worth of food from Prince of Pizza. The donated food will be served as refreshment at 2019 National HIV Testing Day.

I certify that all the facts presented herein are accurate.

Signature of Department Director

[Signature]

Date

June 12, 2019
A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL
ACCEPTING A GIFT OF T-SHIRTS FROM TAKE OVER PRINT
FOR NATIONAL HIV TESTING DAY

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Division of Community Health and Wellness conducts an event for National HIV Testing Day; and

WHEREAS, Take Over Print would like to provide free t-shirts for JCHHS’ 2019 National HIV Testing Day event; and

WHEREAS, Take Over Print wishes to donate 50 free t-shirts, with a value of $475, to JCHHS; and,

WHEREAS, pursuant to NJ.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of t-shirts from Take Over Print;

2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and

3. The City of Jersey City hereby thanks Take Over Print for its generosity.

Approved: 

Business Administrator

COUNCILPERSON

AYE

NAY

N.V.

COUNCILPERSON

AYE

NAY

N.V.

RIVERA

AGSSENT

WATTERMAN

LAVARRO, PRES.

Approved as to legal form

Certification Required

Not Required

Approved 8-0

Record of Council Vote on Final Passage 6.26.19

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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

| A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A GIFT OF T-SHIRTS FROM TAKE OVER PRINT FOR NATIONAL HIV TESTING DAY |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services</td>
</tr>
<tr>
<td>Community Health &amp; Wellness</td>
</tr>
<tr>
<td>Name/Title</td>
</tr>
<tr>
<td>Stacey Flanagan/Linda Ivory-Green</td>
</tr>
<tr>
<td>Dept. Director/Division Director</td>
</tr>
<tr>
<td>Phone/email</td>
</tr>
<tr>
<td>(201) 547 6560/5583</td>
</tr>
<tr>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a>/IvoryL@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 allows the City to accept a donation of 50 t-shirts from Take Over Print. The donation will be used as giveaways at JCHHS’ National HIV Testing Day event on June 27th.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
## Invoice Details

This invoice was edited on Jun 12, 2019 at 2:16 PM PDT

### INVOICE

- **Invoice #:** 0077  
- **Invoice date:** Jun 12, 2019  
- **Due date:** Jun 12, 2019

**Amount due:** $0.00

### Bill To:

CITY OF JERSEY CITY/ SPONSOR  
JRosario@jcnj.org

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSHIRTS XL FREE</td>
<td>50</td>
<td>$9.50</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

- **Subtotal:** $475.00  
- **Discount (100%):** -$475.00  
- **NJ (7%):** $0.00  

**Total:** $0.00 USD

---

*Copyright © 1999-2019 PayPal. All rights reserved.*
RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO REVOLUTION FOODS, INC. FOR PREPARING SENIOR CONGREGATE MEALS

WHEREAS, the City of Jersey City ("City") has a need for meals that can be prepared and delivered to the City’s Senior Congregate Meal sites, administered by the Department of Health & Human Services, Division of Food & Nutrition; and,

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and,

WHEREAS, a Request for Proposals (RFP) was issued by the Department of Health & Human Services on May 16, 2019; and,

WHEREAS, the City received two responses to the RFP; and,

WHEREAS, the evaluation committee appointed by the Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Revolution Foods, Inc., with headquarters located at 8393 Capwell Drive Suite 200, Oakland, CA 94621; and,

WHEREAS, the contract term is 12 months beginning on July 1, 2019 and ending June 20, 2020 with an option to renew for two additional 12-month terms; and,

WHEREAS, the cost per meal will be $6.00, and the total amount of the 12-month contract is not to exceed $324,000, and the additional twelve-month options would be not to exceed $324,000 each; and,

WHEREAS, funds in the amount of $25,000 are available in account 02-213-40-918-314;

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

1. Pursuant to N.J.S.A 40A:1104.1 et seq., a contract is awarded to Revolution Foods, Inc. for the preparation of home-delivered meals;

2. The term of the contract is twelve (12) months effective July 1, 2019 with the option to renew for two additional twelve (12) month periods;

3. The total amount of the twelve month contract is not to exceed $324,000 and the additional twelve month options would be not to exceed $324,000 for each year;

4. Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the same form of the attached;

5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO REVOLUTION FOODS, INC. FOR PREPARING SENIOR CONGREGATE MEALS

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;

7. The award of this contract shall be subject to the condition that Revolution Foods, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

8. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and,

9. Pursuant to N.J.A.C. 5:30-5.5(d)(2) the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in subsequent fiscal year budgets.

I, Elizabeth Castillo (Elizabeth Castillo) Acting Chief Financial Officer, certify that funds in the amount of $25,000 are available in account no. 02-213-40-918-314. PO# 13405-7

APPROVED: 

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 2-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></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.

By: Robert R. Lavarro, Jr., President of Council

By: Robert Byrnes, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO REVOLUTION FOODS, INC. FOR PREPARING SENIOR CONGREGATE MEALS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services</td>
<td>Stacey Flanagan/Angela Davis</td>
<td>(201) 547 6560/4838</td>
</tr>
<tr>
<td>Food &amp; Nutrition</td>
<td>Department Director/Division Director</td>
<td><a href="mailto:SFlanagan@cnj.org">SFlanagan@cnj.org</a>/ADavis@cnj.org</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

This resolution authorizes the City to award a competitively bid contract to Revolution Foods, Inc. for the preparation of meals for the Senior Congregate Meals program. The RFP was issued on May 16th and two proposals were submitted to the City. A committee selected Revolution Foods, Inc. as the winning bid based on their scores on the attached rubric.

Cost (Identify all sources and amounts)       Contract term (include all proposed renewals)

$6.00 per meal, not to exceed $324,000 per year       July 1, 2019 through June 30, 2020

Type of award

Competitive Contract Award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: ____________________________
Date: ___________
RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of $150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and

2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or

3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-I Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line Internet submission registration via the Internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)
NEW INSTRUCTIONS FOR COMPLETING THE 
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM.

ITEM 1 - Enter the Federal Identification Number assigned by
the Internal Revenue Service, or if a Federal Employer
Identification Number has been applied for or if your
business is such that you have not or will not receive a
Federal Employer Identification Number, enter the Social
Security Number of the owner or of one partner, in the case of
a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF
BUSINESS, if you are engaged in more than one type of
business check the predominate one. If you are a
manufacturer deriving more than 50% of your receipts from
your own retail outlets, check "Retail".

ITEM 3 - Enter the total number of employees in the entire
company, including part-time employees. This number shall
include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified.
If there is more than one company name, enter the
predominate one.

ITEM 5 - Enter the physical location of the company, include
City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company
including the City, County, State and Zip Code, if there is
none, so indicate by entering "None" or "N/A.

ITEM 7 - Check the box appropriate to your type of company/
establishment. "Single-establishment Employer" shall include
an employer whose business is conducted at only one
physical location. "Multi-establishment Employer" shall include
an employer whose business is conducted at more
than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter
the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the
establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all
columns. THIS SHALL ONLY INCLUDE EMPLOYMENT
DATA FROM THE FACILITY THAT IS BEING AWARDED
THE CONTRACT. DO NOT LIST THE SAME EMPLOYEE IN MORE
THAN ONE JOB CATEGORY, DO NOT ATTACH AN EEO-1 REPORT

Racial/Ethnic Groups will be defined:
Blacks: Not of Hispanic origin, Persons having origin in any of
the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or
Central or South American or other Spanish culture or origin,
regardless of race.
American Indian, or Alaskan Native: Persons having origin in any of
the original peoples of North America, and who maintain
cultural identification through tribal affiliation or
community recognition.
Asians or Pacific Islanders: Persons having origin in any of
the original peoples of the Far East, Southeast Asia, the
Indian Subcontinent or the Pacific Islands. This area
includes for example, China, Japan, Korea, the
Philippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the
aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box, if the race or ethnic
information was not obtained, by 1 or 2, specify by what
other means this was done in 3.

ITEM 13 - Enter the dates of the pay period used to
prepare the employment data presented in item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing
the form, include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being
completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE FIRST
COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK
IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 208
Trenton, New Jersey 08625-0208
Telephone No. (609) 292-5473
DUP1LICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

SECTION A - COMPANY IDENTIFICATION
1. FED. NO. OR SOCIAL SECURITY
2. ASSIGNED CERTIFICATE NUMBER
3. ISSUE DATE
4. EXPIRATION DATE

SECTION B - COMPANY INFORMATION
5. COMPANY NAME
6. COMPANY ADDRESS
7. CITY
8. COUNTY
9. STATE
10. ZIP CODE

SECTION C - COMPANY OFFICIALS
11. COMPANY OFFICIAL NAME
12. ADDRESS NO.
13. STREET
14. CITY
15. STATE
16. ZIP CODE
17. PHONE NUMBER

INSTRUCTIONS FOR COMPLETING D U P I L I C A T E CERTIFICATE REQUEST

ITEM 1: Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or sole proprietor, in the case of a partnership.

ITEM 2: Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3: Enter the name by which the company is identified.

ITEM 4: Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5: Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6: Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7: Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETA1N A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee Payable To: "THE TREASURER, STATE OF NEW JERSEY") TO:

'NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206
Trenton, New Jersey 08625-0206
Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE.
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO.

DATES OF PAYROLL PERIOD USED: FROM TO

NAME OF FACILITY:

STREET   CITY   COUNTY   STATE   ZIP CODE

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.

2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renewals its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.
Item E. AMERICANS WITH DISABILITIES ACT

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ______________________, __________________ (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 thereof, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges, for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Representative's Name/Title/Print)______________________________
Representative's Signature______________________________
Name of Company______________________________________________
Tel. No.:_____________________________________________________
Date:______________________________
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ____________________________
Address: ____________________________
Telephone No.: ____________________________
Contact Name: ____________________________

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE)  _____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ____________________________
Address: __________________________________
Telephone No.: ____________________________
Contact Name: ______________________________

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  ___ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
Item G. BUSINESS REGISTRATION CERTIFICATE

"New Jersey Business Registration Requirements"  
For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44(e)(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 a. or f. of section 92 of P.L.1977, c.110 (C.52:12-92), 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.”
Item H: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM

The undersigned acknowledges receipt of the following addenda to the Request For Proposals:

THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the Proposal pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. __________  Dated _______
Addendum No. __________  Dated _______
Addendum No. __________  Dated _______

Name of Respondent: ___________________________

Street Address: _______________________________

City, State, Zip _______________________________

Authorized Signature: _________________________

Date: __________________________
Item I: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

CITY OF JERSEY CITY, NEW JERSEY 07307

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: ____________________________

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Department's website at http://www.state.nj.us/treasury/budget/officeofChapter25/ligs.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duration of Engagement</th>
<th>Anticipated Cessation Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offerer Contact Name</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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-mentioned person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the performance of any contract(s) with the State to notify the State in writing of any changes to the accuracy of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ____________________________
Title: ____________________________
Signature: ____________________________
Date: ____________________________
MEMORANDUM

TO: Stacey Flanagan, Director, Department of Health & Human Services

FROM: Angela Davis, Director, Division of Food & Nutrition

DATE: June 17, 2019

RE: Congregate Nutrition Program Competitive Contracting Proposals

Dear Director Flanagan:

Please be advised that after a careful and thorough review of the proposals received for the Congregate Nutrition Program, the evaluation committee recommends that the contract be awarded to:

Revolution Foods, Inc.
50-60 Parkway Place
Edison, NJ 08837

Total Contract Not to Exceed: $324,000
Temporary Encumbrance Amount: $25,000

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the June 26, 2019 City Council meeting.

Requisition #: __________ Account #: 02-213-40-918-314
Temporary Encumbrance Amount: $25,000

Angela Davis
Director, Division of Food & Nutrition

Stacey Flanagan
Director, Department of Health & Human Services

Date
RESOLUTION PURSUANT TO N.J.S.A. 40A:11-4.3 AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF MEDICAL SERVICES CONTRACT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

WHEREAS, The City desires to contract with a vendor to provide Medical Services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1 et seq., the City may use competitive contracting in lieu of public bidding for procurement of specialized goods and services, the price of which exceeds the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-4.1(i) permits the use of competitive contracting for Medical Services; and

WHEREAS, N.J.S.A. 40A:11-4.3(b) permits the Business Administrator to administer the process for the purchase pursuant to the rules governing the competitive contracting process; 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;

WHEREAS, under the competitive contracting process, the contract for Medical Services will be awarded to that entity submitting a proposal that, when evaluated, most successfully meets the stated criteria and, therefore, achieves the highest ranking, rather than based solely on the lowest price; and

WHEREAS, the City desires to conduct the bidding process for the aforesaid services pursuant to the competitive contracting process as set forth by N.J.S.A. 40A:11-4.1 et seq.
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City Council hereby authorizes the use of the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et. seq. of the Local Public Contracts Law by the City for the solicitation of proposals for Medical Services.

2. Pursuant to and in accordance with N.J.S.A. 40A:11-4.3, the aforesaid competitive contracting process shall be administered by the City’s Business Administrator (the “Business Administrator”) in consultation with the City’s special counsel.

3. Pursuant to and in accordance with N.J.S.A. 40A:11-4.4(a), the Business Administrator, City’s special counsel, employees and professionals, as necessary, shall seek proposals through the publication and distribution of a Request For Proposals (the “RFP”), in a form substantially similar to that on file with the Business Administrator, on behalf of the City for Medical Services and to report the results of such solicitation and any recommendations to the Council.

4. This Resolution shall take effect immediately upon passage.
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 PURSUANT TO N.J.S.A. 40A:11-4.3 AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF MEDICAL SERVICES CONTRACT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Select Department</th>
<th>Human Resources/Workforce Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Mark A. Bunbury, Jr. Esq.</td>
<td>Director of HR.</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-687-5879, 201-547-5732</td>
<td><a href="mailto:mbunbury@ccc.org">mbunbury@ccc.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 use of competitive contracting for obtaining a medical service contract.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

2019-01-201-20-116-312  One (1) year contract with two (2) renewal options

Type of award  Professional Svs - Fair and Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  6/14/19

Date
RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

WHEREAS, the City desires to make use of the Enterprise Platform provided by Aunt Bertha and services related thereto for the benefit of its Department of Health and Human Services (DHHS); and

WHEREAS, Jersey City Medical Center has contracted with Aunt Bertha to supply the Enterprise Services platform to Aunt Bertha under an Enterprise Order Form on certain terms and conditions for its customers; and

WHEREAS, Aunt Bertha has authorized use by the City of Jersey to utilize the same Enterprise Platform and related services as a "Authorized End User" under the rights granted to its customer, Jersey City Medical Center, by paying half of the consideration for the same to Jersey City Medical Center; and

WHEREAS, the solicitation of two competitive quotations is not practicable in this case due to the unique nature of the Enterprise Platform provided by Aunt Bertha to fill the City’s specialized needs; and

WHEREAS, The Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, the contractor has completed and submitted a Business Entity contractor 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 contractor from making any reportable contributions during the term of the contract; and

WHEREAS, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, contractor has submitted 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 $30,900.00 are available in Account No. 01-201-273-30-314.

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

1) A contract in the amount of $30,900.00 for City’s use of the Aunt Bertha’s Enterprise Platform and related services, with the City being an Authorized End User thereof pursuant to Jersey City Medical Center’s contract with Aunt Bertha, in substantially the form attached, is awarded to Jersey City Medical Center and the Purchasing Director and Mayor are hereby authorized to execute the same;
RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

2) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor's or Business Administrator is authorized to execute the Fellowship Partner Agreement attached hereto; and

3) Pursuant to N.J.A.C. 5:30-5.5(q), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget; and

4) The term of the agreement shall be approximately seven (7) months commencing the date of execution of the contract, which is anticipated to be on or about July 1, 2019 and ending on January 31, 2020.

5) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this above resolution.

<table>
<thead>
<tr>
<th>Account</th>
<th>PO#</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-273-30-314</td>
<td></td>
<td>$30,900.00</td>
<td></td>
</tr>
</tbody>
</table>

APPROVED: ___________________________ APPROVED AS TO LEGAL FORM

APPROVED: ___________________________ Corporation Counsel

Certification Required □

Not Required

WIThDRAWN

RECORD OF COUNCIL VOTE ON FINAL

<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></td>
<td></td>
<td></td>
<td></td>
<td>YUN</td>
<td></td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Health &amp; Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Margaret DeVico</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:MDeVico@jcnj.org">MDeVico@jcnj.org</a></td>
</tr>
</tbody>
</table>

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting)

Resolution Purpose

This contract with Jersey City Medical Center (JCMC) would allow for access and use of Aunt Bertha’s Enterprise Services application, which provides the City with certain human service information used by DHHS for its programs. The contract would allow the City to use the platform in exchange for paying its proportional share of the cost for subscription services to JCMC, which has contracted for the primary subscription with Aunt Bertha. Jersey City has been given written authorization for this arrangement by Aunt Bertha, which will allow Jersey City to be designated as an “authorized end user.”

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
SERVICES AGREEMENT

The parties to this Services Agreement ("Agreement") are Jersey City Medical Center located at 355 Grand Street, Jersey City, NJ 07302 ("JCMC") and The City of Jersey City, a municipal corporation, with its address at 280 Grove Street, Jersey City, NJ 07302 (the "City"), which is contracting for the benefit of the City’s Department of Health and Human Services located at 360 Martin Luther King Dr., Jersey City, NJ 07305 ("JCDHHS"). The parties are sometimes referred to in this Agreement as "Party" or "Parties."

Recitals:

(a) WHEREAS, JCMC is a party to an Enterprise Order Form (attached hereto as Exhibit A) with certain Terms and Conditions incorporated by reference therein (attached hereto as Exhibit B) with Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha") with Exhibits A and B being known collectively as the "Aunt Bertha Agreement"; and

(b) WHEREAS, in accordance with the Aunt Bertha Agreement, Aunt Bertha shall provide an enterprise platform, support, reports and other services to JCMC (the "Services"); and

(c) WHEREAS, the annual cost for the Services for the subscription term of February 1, 2019 to January 31, 2020 (the "Subscription Term") is $61,800 (the "Fee"); and

(d) WHEREAS, based upon permission from Aunt Bertha, JCDHHS shall use and benefit from the Services and, therefore, the City agrees to pay half of the Fee, for a total not to exceed $30,900, subject to and conditioned upon the terms herein;

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing Recitals are incorporated into this Agreement.

2. Upon execution of this Agreement, JCMC shall invoice the City, through JCDHHS for an amount equal to half the Fee for Services used, for a total not to exceed $30,900.00. The invoice shall be due thirty (30) days from the date issued, subject to any necessary approvals of the Municipal Council, if applicable, and conditioned upon JCMC’s submission to the City of any forms, certifications or documentation that may be required by any applicable law related to award or payment of local public contracts.

3. JCMC represents and warrants that Aunt Bertha shall permit the City, acting through JCDHHS, the use of the Services as an Authorized End User through the rights granted to JCMC under the Aunt Bertha Agreement for the full subscription term thereof, and that Aunt Bertha is aware of this arrangement and has permitted the City and JCMC to split the cost of one (1) single subscription as full consideration for the same. A written authorization from Aunt Bertha is attached as Exhibit C and incorporated herein by reference, which for purposes of this Agreement, the City is relying upon as evidence of Aunt Bertha’s awareness and consent to the foregoing arrangement; however, in the event that such authorization or status of the City or JCDHHS as Authorized End Users are ineffective in any way, or are revoked or otherwise become inoperative through no fault of the City/JCDHHS, the City may immediately cancel this
Agreement and be entitled to a refund of any Fees that it may have paid JCMC for use of the Services during any period the City did not have Authorized End User status.

4. The City, through JCDHHS, shall, and shall ensure that its employees and agents, abide by the terms and conditions of the Aunt Bertha Agreement applicable to the City as an Authorized End User when utilizing the Services.

5. The City shall indemnify, defend and hold harmless JCMC from and against any and all claims, losses, costs, expenses and liabilities, including reasonable attorney fees that JCMC is subject to or incurs related to or in connection with JCDHHS’ use of the Services to the extent that such use violates the City’s obligations as an Authorized End User under the Aunt Bertha Agreement; provided however, that in the event that the City has not violated its obligations as an Authorized End User, or that City’s status as an Authorized End User is ineffective or, through no fault of the City, is revoked or becomes inoperative, then the City shall have no obligation to indemnify JCMC. JCMC shall indemnify, defend and hold the City harmless against all claims, losses, costs, expenses and liabilities, including reasonable attorney fees that may result either from: (i) such authorization being ineffective or if, through no fault of the City, it is revoked or becomes inoperative, (ii) from JCMC’s use of the Services to the extent that such use violates JCMC’s obligations under the Aunt Bertha Agreement, or (iii) JCMC’s breach of the Aunt Bertha Agreement or failure to fulfill any of its other obligations to Aunt Bertha under the same. This provision shall survive termination or expiration of this Agreement.

6. This Agreement shall automatically terminate upon the earlier of the expiration of the Aunt Bertha Agreement or the Subscription Term.

7. Should a dispute arise between the City and JCMC, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 15 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 JCMC. JCMC shall be paid the prorated amount reimbursable for Services used by the City hereunder to the time specified in said notice. JCMC shall have no further claim against the City with respect thereto.

8. JCMC shall provide written notice to its subcontractors, if applicable, of the responsibility to submit proof of business registration to JCMC. Before final payment on the contract is made by the contracting agency, JCMC 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, JCMC 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.

9. 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 JCMC either did not retain the services of a lobbyist to lobby on behalf of JCMC for the award of this contract, or if a lobbyist was retained by JCMC for such purposes, JCMC’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. JCMC is no notice that 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.

10. General Provisions:

a) This Agreement shall be construed by the laws of the State of New Jersey;

b) This Agreement contains the entire understanding of the Parties. 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. This Agreement may only be altered or amended by a written agreement executed by the Parties;

d) This Agreement is executed by each Party on the date shown below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

Robert Byrne, City Clerk

City of Jersey City

Brian Platt, Business Administrator

Date

Attest:

Name, Title

Jersey City Medical Center

Name, Title

Date
Exhibit A

Enterprise Order Form

(See Attached)

Exhibit B

Terms and Conditions

(See Attached)

Exhibit C

Aunt Bertha Authorization

(See attached)
EXHIBIT A
Upon execution of this Order Form, Customer and Aunt Bertha will be parties to a legally binding contract. The contract between the parties will consist of this order form ("Order Form") and the Terms and Conditions located at about.aunthertha.com/customerterms ("Terms") (collectively, the "Agreement"). Capitalized terms used in this Order Form will have the same meaning as set forth in the Terms.

1. SUBSCRIPTION TERM

Initial Subscription Term: February 1, 2019 to January 31, 2020.

Renewal Terms: This Agreement will auto renew for consecutive periods of time equal to the Initial Subscription Term unless a party provides a written notice to the other party of its intention to not renew at least thirty (30) days prior to the expiration of the Initial Subscription Term or the then current renewal term.

The Initial Term and the renewal terms (if any) will be collectively referred to as the "Subscription Term."

2. SERVICES & FEES

Aunt Bertha agrees to provide the following Services to Customer:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enterprise Platform</strong> See what's included</td>
<td>$3,500 per month.</td>
</tr>
<tr>
<td><a href="https://cdn2.hubspot.net/hubfs/455700/EnterprisePlatform.pdf">https://cdn2.hubspot.net/hubfs/455700/EnterprisePlatform.pdf</a></td>
<td></td>
</tr>
<tr>
<td><strong>Premium Support</strong></td>
<td>$1,000 per month.</td>
</tr>
<tr>
<td>Add or remove at any time.</td>
<td></td>
</tr>
<tr>
<td><strong>Premium Reports &amp; Insights</strong></td>
<td>$1,000 per month.</td>
</tr>
<tr>
<td><em>Includes Data Warehouse Access</em></td>
<td>Add or remove at any time.</td>
</tr>
<tr>
<td><strong>One-Time Implementation, Configuration, Training, and Launching for</strong></td>
<td>$8,000 one-time fee.</td>
</tr>
<tr>
<td><em>Enterprise</em></td>
<td>Discounted to $0.</td>
</tr>
<tr>
<td><strong>NJHCQI Member Discount</strong></td>
<td>($4,200) annually</td>
</tr>
</tbody>
</table>
3. **TAXES**

Customer is responsible for all applicable taxes. Customers exempt from taxes must provide documentation to Aunt Bertha.

Place an X to the left if you are exempt from sales tax and commit to providing proof of this exemption. Aunt Bertha will follow up with you to collect your sales tax exempt documents. If Customer is not sales tax exempt this box should be left empty and sales tax will be added.

4. **INVOICE SCHEDULE**

Customer shall indicate quarterly or annual billing by entering the word “Quarterly”, or “Annually”. If nothing is entered Customer will be billed Annually. Invoices will be sent at the start of the Initial Subscription Term. Following that, quarterly invoices will be sent every three (3) months and annual invoices will be sent every year. Any implementation fees will be invoiced in the first bill. Invoices are due thirty (30) days from the date issued.

5. **BILLING CONTACT**

The following person will be the main Customer contact for all billing and payment communication. Changes to this contact must be made by emailing accounting@auntbertha.com with new contact information.

Name:

Email:

Phone:

Other Billing Instructions:
The authorized representatives of the parties have executed this Agreement effective as of the last day signed by a party.

Jersey City Medical Center
("Customer")

By:
Name:
Title:
Date:

Aunt Bertha, a Public Benefit Corporation
("Aunt Bertha")

By:
Name: Tyler Hartung
Title: VP of Finance and Operations
Date:

From the entire team at
Aunt
BERTHA
thank you.
Terms and Conditions—Customers

The following Terms and Conditions (these “Terms”) apply to the Order Form and/or Statement of Work entered into by and between the Customer (as identified on the Order Form and/or Statement of Work) and Aunt Bertha. In the event of any conflict, the terms of the Order Form or Statement of Work will control. In the event of a conflict between these Terms and an Order Form or Statement of Work, the terms and conditions of the Order Form or Statement of Work will prevail over these Terms. These Terms explain how Customer is permitted to use and access the Site located at the url: www.auntbertha.com as well as all associated sites linked to www.auntbertha.com by Aunt Bertha, its subsidiaries and affiliated companies (collectively, the “Site”) and all Services (as defined below) and any software that Aunt Bertha provides to Customer that allows Customer to access the Site or Services from a device.

1. DEFINITIONS

“Account” means any Aunt Bertha accounts or instances created by Customer or on Customer’s behalf within the Site for use of the Services.

“Authorized End User” means, collectively Customer and any of Customer’s individual employees, agents, or contractors accessing or using the Services, under the rights granted to Customer pursuant to these Terms.

“Confidential Information” means any and all non-public information disclosed by one party to the other party in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. For clarity, the term “Confidential Information” excludes personally identifiable information.

“Customer Content” means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by Customer and/or any Authorized End Users on or through the Site, but does not include any data Customer collects through use of or in connection with the Services.

“Documentation” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services, which materials are designed to facilitate use of the Services and which are provided by Aunt Bertha to Customer in accordance with these Terms.

“Materials” mean collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, the proprietary platform and Aunt Bertha API through which Aunt Bertha offers the Services to Customer in a ‘as-a-service’ form. The term “Materials” include any and all intellectual property embodied in the Materials.

“Open Source Software” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public
"Materials" mean collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, the proprietary platform and Aunt Bertha API through which Aunt Bertha offers the Services to Customer in a ‘as-a-service’ form. The term “Materials” include any and all intellectual property embodied in the Materials.

“Open Source Software” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other similar license.

“Order Form” means the ordering document for Services purchased from Aunt Bertha that are executed hereunder by the parties from time to time. Order Forms shall be deemed to incorporate these Terms.

“Search” means a query from a user or API to the Aunt Bertha program database where inputs are received such as postal code, service tag, attribute tag is sent and a list of programs are returned to the user or API.

“Services” means any and all services, tools, software, content, applications and functionalities as may be provided by Aunt Bertha from time to time through the Site, including access to and use of our proprietary platform and the Aunt Bertha API, which is offered in a ‘as-a-service’ form on a subscription basis. The term “Services” also includes professional services provided by Aunt Bertha pursuant an Order Form and/or Statement of Work executed by the parties.

“Statements(s) of Work” means the ordering document for Services purchased from Aunt Bertha that are executed hereunder by the parties from time to time. Statements of Work shall be deemed to incorporate these Terms.

“Subscription Term” means the period during which Customer has agreed to subscribe to the Services as set forth in an Order Form mutually agreed by Customer and Aunt Bertha. If the Order Form is silent, such Subscription Term shall be deemed to extend for one (1) year from acceptance of Customer’s applicable Order Form for the Services by Aunt Bertha.

2. CHANGES TO TERMS

Aunt Bertha may change, update, add or remove provisions (collectively, “Modifications”) of these Terms from time to time. Aunt Bertha will inform Customer of any material Modifications to these Terms by posting them on this Site and, if Customer is registered with Aunt Bertha, by describing the Modifications to these Terms in an email that Aunt Bertha will send to the address that Customer provided during registration. Customer shall notify Aunt Bertha if Customer’s preferred email address changes at any time after Customer’s registration.

If Customer objects to any such Modifications, Customer’s sole recourse shall be to cease using this Site. Continued use of this Site following notice of any such Modifications indicates Customer acknowledges and agrees to be bound by the Modifications. These Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Site.
These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

3. GENERAL USE OF THE SITE

Aunt Bertha authorizes Customer’s use of this Site only for individual, consumer purposes (the "Permitted Purposes").

By using this Site, Customer promises that Customer is at least thirteen (13) years of age. If Customer is not yet eighteen (18) years old, Customer must have the permission of an adult to use this Site and agree to its Terms, and that adult must be a parent or legal guardian who is willing to be responsible for the minor’s use of this Site.

In these Terms, Aunt Bertha is granting Customer a limited, personal, non-exclusive and non-transferable license to use and to display the Materials. Customer’s right to use the Materials is conditioned on Customer’s compliance with these Terms. Customer has no other rights in this Site or any Materials; and Customer may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Site or Materials in any manner. If Aunt Bertha provides Customer with prior written consent to make copies of any part of this Site, Customer agrees to keep on any such copies all of Aunt Bertha’s copyright and other proprietary notices as they appear on this Site.

If Customer breaches any of these Terms the above license will terminate automatically.

4. ACCOUNT REGISTRATION

Customer may search the Site without registering with Aunt Bertha; however, in order to access certain password-restricted areas of this Site and to use certain Services and Materials offered on and through this Site, Customer must successfully register an account with Aunt Bertha.

In order to have an account with Aunt Bertha, Customer must submit a working email address and a preferred password through the account registration page on this Site. Customer may also provide additional, optional information so that Aunt Bertha may provide Customer a more customized experience when using this Site. If Customer subscribes to certain Services, additional information such as billing address and payment information are required. Once Customer submits the required registration information, Aunt Bertha will determine whether or not to approve Customer’s proposed account. If approved, Customer will be sent an email detailing how to complete Customer registration. For so long as Customer uses the account, Customer agrees to provide true, accurate, current, and complete information which can be accomplished by logging into Customer’s account and making relevant changes directly or contacting Aunt Bertha using the contact information on the Order Form and Aunt Bertha will make the changes for Customer. If Customer forgets its password, Aunt Bertha will send a password update to Customer’s provided email address.
Customer is responsible for complying with these Terms when accessing this Site, whether directly or through any account that Customer setup through or on this Site. Customer is required to obtain and maintain all equipment and services needed for access to and use of this Site as well as paying related charges. Customer is required to maintain the confidentiality of its password(s), including any password of a third party site that Aunt Bertha may allow Customer to use to access this Site. Should Customer believe its password or security for this Site has been breached in any way, Customer must immediately notify Aunt Bertha.

5. USE OF THE SERVICES BY CUSTOMER AND AUTHORIZED END USERS

Subject to these Terms, Aunt Bertha hereby grants to Customer and Customer's Authorized End Users a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to use Aunt Bertha's then-current application programming interface ("Aunt Bertha API"), in object code form only, solely (i) to access and display the features and functions of the Services for the benefit of, or in relation to, the operation of Customer's business and (ii) for the purpose of the real time transmission and reception of required data and information in connection with the permitted use of the Services. Aunt Bertha shall also provide Customer with the Documentation to be used in accessing and using the Services. Customer acknowledges and agrees that, as between Customer and Aunt Bertha, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of these Terms, shall be deemed a breach of these Terms by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of these Terms as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Aunt Bertha reserves the right to establish a maximum amount of storage and a maximum amount of data that Customer or Customer's Authorized End Users may store within, or post, collect or transmit on or through the Aunt Bertha API or Services.

Subject to these Terms, Aunt Bertha hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term in connection with Customer's use of the Services as contemplated herein.

Customer agrees that it will not, and will not permit any Authorized End Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing or otherwise); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Materials, or attempt to do any of the foregoing, and Customer acknowledges that nothing in these Terms will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Aunt Bertha; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on
or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients; (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber Customer’s rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); or (ix) use the Materials in any manner not expressly authorized by these Terms. Customer will ensure that its use of any of the Materials complies with all applicable laws, statutes, regulations or rules and will not use any of the Materials in connection with any illegal activities.

In addition to Aunt Bertha’s cancellation rights, it reserves the right, in its reasonable discretion, to temporarily suspend Customer’s access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (of which Aunt Bertha will use commercially reasonable efforts to notify Customer in advance); (ii) during any unavailability caused by circumstances beyond Aunt Bertha’s reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; or (iii) if Aunt Bertha suspects or detects any malicious software connected to Customer’s account or use of the Services by Customer or Customer’s Authorized End Users.

Aunt Bertha acknowledges that Customer retains all right, title and interest in and to Customer Content. Customer grants to Aunt Bertha the right to use Customer Content during the Subscription Term for purposes of making available the Services to Customer. Notwithstanding anything else in this Agreement or otherwise, Aunt Bertha may monitor Customer’s use of the Services, use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Site and Services (“Aggregated Statistics”). As between Aunt Bertha and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Aunt Bertha. Customer acknowledges that Aunt Bertha will be compiling Aggregated Statistics based on Customer Content input into the Services and Customer agrees that Aunt Bertha may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer’s Confidential Information.

6. MOBILE APPLICATIONS

Aunt Bertha makes available Mobile Applications to access the Site via a mobile device. To use the Mobile Application, Customer must have a mobile device that is compatible with the mobile service. Aunt Bertha does not warrant that the Mobile Application will be compatible with Customer’s mobile device. Aunt Bertha hereby grants to Customer a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one (1)
registered account on one (1) mobile device owned or leased solely by Customer, for Customer’s personal use. Customer may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. Customer acknowledges that Aunt Bertha may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that Customer is using on Customer’s mobile device. Customer consents to such automatic upgrading on Customer’s mobile device and agrees that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Aunt Bertha and its third party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to Customer’s use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Aunt Bertha provides to Customer designed for use on an Apple iOS-powered mobile device (an “iOS App”):

- Customer acknowledges that these Terms are between Customer and Aunt Bertha only, and not with Apple, Inc. (“Apple”).
- Customer’s use of Aunt Bertha’s iOS App must comply with Apple’s then-current App Store Terms of Service.
- Aunt Bertha, and not Apple, is solely responsible for the iOS App and the Services and Content available thereon. Customer acknowledges that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
- Customer agrees that Aunt Bertha, and not Apple, are responsible for addressing any claims by Customer or any third party relating to the iOS App or Customer’s possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Aunt Bertha as provider of the iOS App.
- Customer agrees that Aunt Bertha, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to the iOS App or Customer’s possession and use of the iOS App.
- Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.
Government as a “terrorist supporting” country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

- Customer agrees to comply with all applicable third party terms of agreement when using the iOS App (e.g., Customer must not be in violation of Customer’s wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third party beneficiaries to these Terms as they relate to Customer’s license of the iOS App. Upon Customer’s acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against Customer as they relate to Customer’s license of the iOS App as a third party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Aunt Bertha provides to Customer designed for use on an Android-powered mobile device (an “Android App”):

- Customer acknowledges that these Terms are between Customer and Aunt Bertha only, and not with Google, Inc. (“Google”).
- Customer’s use of Aunt Bertha’s Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where Customer obtained the Android App. Aunt Bertha, and not Google, is solely responsible for the Android App and the Services and Content available thereon. Google has no obligation or liability to Customer with respect to the Android App or these Terms.
- Customer acknowledges and agrees that Google is a third party beneficiary to the Terms as they relate to the Android App.

7. FEES AND PAYMENT TERMS

If Customer chooses to subscribe to Services, Customer agrees to pay all applicable fees (“Fees”) related to its use of this Site and the Services which are described fully on Customer’s Order Form and/or Statement of Work. Aunt Bertha may suspend or terminate Customer’s account and/or access to this Site and the Services if Customer’s payment is late and/or Customer’s offered payment method (e.g., credit card or PayPal account) cannot be processed. Any late payment will be subject to any costs of collection (including reasonable legal fees) and bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. By providing a payment method, Customer expressly authorizes Aunt Bertha to charge the applicable Fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on Customer’s particular membership and utilized Services.

Aunt Bertha agrees that Customer may cancel its account; however, upon such cancellation Aunt Bertha will not provide any refund(s) and Customer will be responsible for paying any balance due on the account. Customer agrees that Aunt Bertha may charge any unpaid Fees to Customer’s provided payment method and/or send Customer a bill for such unpaid Fees.
8. CANCELLATION OR TERMINATION OF SUBSCRIPTION

The Subscription Term will automatically renew for consecutive periods of time equal to the initial Subscription Term unless cancelled by a party prior to the end of the then-current Subscription Term.

The pricing during any automatic renewal term shall be the same as that during the immediately prior Subscription Term unless Aunt Bertha has given Customer written notice, of which email is acceptable, of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter; provided however that no such pricing increase shall occur until after expiration of the then-current Subscription Term.

Customer may cancel its subscription at any time by emailing Aunt Bertha at support@auntbertha.com. Customer agrees and acknowledges that upon cancellation, (a) Aunt Bertha may immediately suspend Customer’s account; and (b) Fees will not continue to accrue, but Customer will not receive any refunds of Fees already paid. Aunt Bertha reserves the right to delete all Customer Content and any other data in the normal course of operation.

Aunt Bertha reserves the right to modify, suspend or terminate the Services (or any part thereof), Customer’s account and/or Customer’s right to access and use the Site or Services, and remove, disable and discard any Customer Content if it is believed that Customer or Customer’s Authorized End Users have violated these Terms. Unless legally prohibited from doing so, Aunt Bertha will use commercially reasonable efforts to contact Customer directly via email to notify Customer when taking any of the foregoing actions. Aunt Bertha shall not be liable to Customer, Customer’s Authorized End Users, or any other third party for any such modification, suspension or discontinuation of Customer’s rights to access and use the Services.

9. ELECTRONIC COMMUNICATIONS

By using the Site and/or the Services provided on or through the Site, Customer consents to receiving electronic communications from Aunt Bertha. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of Customer’s relationship with Aunt Bertha. Customer agrees that any notices, agreements, disclosures or other communications that Aunt Bertha sends Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

10. PRIVACY POLICY AND SECURITY
Aunt Bertha will process Customer’s information in accordance with its Privacy Policy. Aunt Bertha’s Privacy Policy (“Privacy Policy”) is available at http://about.auntbertha.com/privacy.

Customer is responsible for maintaining the confidentiality of its account passwords, including all activities that occur using its account passwords. Customer agrees not to share its account passwords, let others access or use Customer’s account or do anything else that might jeopardize the security of Customer’s account passwords. Customer agrees to notify Aunt Bertha if its account passwords are lost, stolen, if Customer is aware of any unauthorized use of its account passwords on this Site, or if Customer knows of any other breach of security in relation to this Site.

11. CONFIDENTIALITY

Customer and Aunt Bertha agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with these Terms; and (v) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Agreement. Notwithstanding the foregoing, the obligations contained in this paragraph will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party’s rights under these Terms, including to make such court filings as it may be required to do.

12. LINKS TO THIRD PARTY SITES

Aunt Bertha provides links on this Site to third party sites. If Customer uses these links, Customer will leave this Site. Aunt Bertha is not obligated to review any third party sites that Customer links to from this Site, Aunt Bertha does not control any of the third party sites, and Aunt Bertha is not responsible for any of the third party sites (or the products, services, or content available through any of them). Thus, Aunt Bertha does not endorse or make any
representations about such third party sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If Customer decides to access any of the third party sites linked to from this Site, Customer does this entirely at its own risk and must follow the privacy policies and terms and conditions for those third party sites. Certain areas of this Site may allow Customer to interact and/or conduct transactions with one or more third party sites, and, if applicable, allow Customer to configure its privacy settings in that third party Site account to permit Customer's activities on this Site to be shared with Customer's contacts in its third party site account.

13. UNAUTHORIZED ACTIVITIES

Any other use of this Site beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Site. Between Customer and Aunt Bertha, all rights in this Site remain Aunt Bertha’s property.

Unauthorized use of this Site may result in violation of various United States and international copyright laws. Unless Customer has written permission from Aunt Bertha stating otherwise, Customer is not authorized to use this Site in any of the following ways (these are examples only and the list below is not a complete list of everything that Customer is not permitted to do):

- For any public or commercial purpose which includes use of this Site on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Site;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Site or servers or networks connected to this Site;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Site; or
- To attempt to gain unauthorized access to any portion of this Site or any other accounts, computer systems, or networks connected to this Site, whether through hacking, password mining, or any other means.

Customer agrees and understands that pertaining to those Sections of the Site that may allow Customer to publicly post comments or content, Customer as the author is entirely responsible for the content of, and any harm resulting from, any public content posted or uploaded by Customer. That is the case regardless of whether Customer Content in question constitutes text, graphics, audio files, information, or computer software. By making Customer Content publicly available, you represent and warrant that:

- The posting, downloading, copying and use of Customer Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
• Customer Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
• Customer Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
• Customer Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
• Customer Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
• Customer Content is not named in a manner that misleads your readers into thinking that you are another person or company;
• Customer Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Website to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity.

14. PROPRIETARY RIGHTS

"Aunt Bertha" is a trademark that belongs to Aunt Bertha. Other trademarks, names and logos on this Site are the property of their respective owners. Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Site are Aunt Bertha’s sole property, Aunt Bertha, Inc. Copyright © 2010-2017. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Subject to the rights granted to Customer pursuant to these Terms, all right, title and interest in the Aunt Bertha API, Services and any other Materials furnished or made available hereunder, including without limitation all data generated from Customer’s use of the Materials and Services, and all Modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Site, Aunt Bertha API, or Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Aunt Bertha or Aunt Bertha’s licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Aunt Bertha all evaluations, ideas, feedback and suggestions made by Customer whether by transmitted to Aunt Bertha by phone, email, or otherwise regarding the Site, Materials, Aunt Bertha API, and Service (collectively, "Feedback") and all intellectual property rights in the Feedback. Aunt Bertha reserves all rights not specifically granted herein.

15. INTELLECTUAL PROPERTY INFRINGEMENT
Aunt Bertha has a policy of removing content that violates intellectual property rights of others, suspending access to this Site (or any portion thereof) to any user who uses this Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses this Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, Aunt Bertha has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If Customer believes its copyright or other intellectual property right is being infringed by a user of this Site, please provide written notice to Aunt Bertha to the address below.

Aunt Bertha, a Public Benefit Corporation
ATTN: Operations and Finance
3616 Far West Blvd., Suite 117-454
Austin, TX 78731

Customer’s written notice must:

- Contain Customer’s physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Aunt Bertha to locate that material;
- Contain adequate information by which Aunt Bertha can contact Customer (including postal address, telephone number, and e-mail address);
- Contain a statement that Customer has a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that Customer is authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, Aunt Bertha will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

Aunt Bertha will notify Customer that Aunt Bertha has removed or disabled access to copyright-protected material that Customer provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, Customer may provide Aunt Bertha with a written counter-notification that includes the following information:

1. Customer’s physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from Customer under the penalty of perjury, that Customer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

4. Customer’s name, physical address and telephone number, and a statement that Customer consent’s to the jurisdiction of a court for the judicial district in which Customer’s physical address is located, or if Customer’s physical address is outside of the United States, for any judicial district in which Aunt Bertha may be located, and that Customer will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

Aunt Bertha reserves the right, in its sole discretion, to terminate the account or access of any user of this Site or Service who is the subject of repeated DMCA or other infringement notifications.

16. INDEMNITY

Customer agrees to indemnify and defend Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) against any claims by third parties related to or in connection with: (i) Customer’s negligence or willful misconduct; (ii) Customer’s or Customer’s Authorized End Users’ violation of these Terms; (iii) Customer’s and Customer’s Authorized End Users’ use of the Site or Services; or (iv) any products or services offered or otherwise provided by Customer. Customer also agrees to pay any damages that Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) may end up having to pay as a result of Customer’s violation. Customer alone is responsible for any violation of these Terms by Customer or Customer’s Authorized End Users. Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and, in such case, Customer agrees to cooperate with Aunt Bertha’s (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents).

17. DISCLAIMER OF WARRANTIES

THIS SITE, THE SERVICES, AND MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE IS WITH CUSTOMER.

AUNT BERTHA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS SITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
THIS MEANS THAT AUNT BERTHA DOES NOT PROMISE CUSTOMER THAT THE SITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, Aunt Bertha makes no warranty that this Site or Services will meet Customer’s requirements or that the Site or Services will be uninterrupted, timely, secure, or error free or that defects in this Site will be corrected. Aunt Bertha makes no warranty as to the results that may be obtained from the use of the Site or Services or as to the accuracy or reliability of any information obtained through the Site or Services. No advice or information, whether oral or written, obtained by Customer through this Site or from Aunt Bertha or its subsidiaries/other affiliated companies shall create any warranty. Aunt Bertha disclaims all equitable indemnities.

18. LIMITATION OF LIABILITY

IN NO EVENT WILL AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE TO CUSTOMER FOR ANY COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, ATTORNEYS FEES AND COSTS, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF AUNT BERTHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE CUMULATIVE LIABILITY OF AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, OR ATTORNEYS FEES AND COSTS, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AUNT BERTHA BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

19. LOCAL LAWS; EXPORT CONTROL

Aunt Bertha controls and operate this Site from its headquarters in the United States and the entirety of this Site may not be appropriate or available for use in other locations. If Customer uses this Site outside the United States, Customer is solely responsible for following local laws and export control laws/regulations of the United States and other countries, as applicable.

20. RESTRICTED RIGHTS
Use of any software provided by Aunt Bertha hereunder by or for the United States Government is conditioned upon the Government agreeing that the software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. If applicable, Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

21. ASSIGNMENT

Customer may not assign these Terms or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Aunt Bertha. Any purported assignment of these Terms, or any license or rights in violation of this Section will be deemed void.

22. DISPUTE RESOLUTION; CHOICE OF LAW

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The language to be used in the mediation will be English. The mediation will take place in Austin, Texas.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation shall be pursued by Customer for any breach of these Terms until and unless Aunt Bertha has had an opportunity to cure any alleged breach. Customer agrees to provide Aunt Bertha with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Aunt Bertha to resolve the failure. Aunt Bertha shall have thirty (30) days from Aunt Bertha’s receipt of Customer’s notice to complete the cure.

Injunctive Relief. The choice of venue does not prevent a party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations. For clarity, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the mediator.
Choice of Law. The laws of the State of Texas govern these Terms, without regard to the choice or conflicts of law provisions. Any disputes relating to these Terms or this Site will be heard in the courts located in Travis County, Texas, USA.

23. GENERAL

The provisions of these Terms together with the accepted Order Form and/or Statement of Work referenced herein constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of these Terms. Any terms or conditions contained in Customer’s purchase order or other ordering document that are inconsistent with or are addition to the terms and conditions of these Terms are hereby rejected by Aunt Bertha and will be deemed null and void. Each provision of these Terms is a separately enforceable provision. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Terms will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal, or unenforceable provision. Any waiver made by either party of any term or condition of these Terms shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. The headings of these Terms are provided for reference only and will not be used as a guide to interpretation. All notices under these Terms will be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (such as fax or e-mail as duly provided by the authorized representatives of either party for the said purpose) or by overnight air courier service, or as of forty-eight (48) hours after deposit in the mail (certified, return receipt requested) to the addresses specified in the Order Form and/or Statement of Work. In no event will either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by the taking of reasonable precautionary measures. Such causes include, but are not limited to, acts of God, floods, fire, utility failure, acts of terrorism, and war. All terms that by their nature should survive the termination or expiration of the Agreement will survive, including, by way of example and not of limitation Section 11 (“Confidentiality”), Section 14 (“Proprietary Rights”), Section 16 (“Indemnity”), Section 17 (“Disclaimer of Warranties”), Section 18 (“Limitation of Liability”), and Section 22 (“Dispute Resolution; Choice of Law”).

Last updated: March 6, 2017
EXHIBIT C
June 13, 2019

VIA FEDERAL EXPRESS

Jeremy Jacobsen
Assistant Corporation Counsel
City of Jersey City
Department of Law
280 Grove Street
Jersey City, New Jersey 07302

Dear Mr. Jacobsen,

As you are aware, you have been working with our outside counsel Garfunkel Wild, and specifically Zachary Cohen, on a Services Agreement between the Jersey City Medical Center and The City of Jersey City, contracting for the benefit of the City's Department of Health and Human Services, for use in the Aunt Bertha enterprise program.

In connection with that Agreement, you have requested that certain state and local pay to play forms be filled out. As General Counsel of the RWJBH System, of which Jersey City Medical Center is a member, I have enclosed the requested forms.

I trust that this satisfies the City's final requirement and that the Agreement can be placed upon the June meeting agenda for approval. Please contact us should you have any further issues or concerns.

Very truly yours,

David A. Mebane
Executive Vice President and General Counsel
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [name of business entity] has not made any reportable contributions in the one-year period preceding [date City Council awards contract] (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: Jersey City Medical Center

Signed [Name] Title: Executive VP General Counsel

Print Name: David A. Mebane Date: 6/13/19

Subscribed and sworn before me -
this 17th day of June, 2019.
My Commission expires:

Melissa A. Garcia
MELISSA GARCIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/24/2020

(Affiant)

**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 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 individual or political party committee representing the elected officials of the entity as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r):

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Political Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop 2021</td>
<td>Mira Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</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: Jersey City Medical Center
Signature of Affiant: David Mebane
Printed Name of Affiant: David Mebane
Date: 6/13/19

Subscribed and sworn before me this 13th day of June, 2019

Notary Public of New Jersey
My Commission expires 9/24/2020

Melissa A. Garcia
(Seal)
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.19-573
Agenda No. 10.31
Approved: JUN 26 2019

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY'S DRIVE SOBER OR GET PULLED OVER GRANT (FY 2019)

COUNCIL as a whole of the following resolution

WHEREAS, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the 2019 Drive Sober or Get Pulled Over Grant in the amount of $5,500.00; and

WHEREAS, the New Jersey Division of Highway Traffic Safety administers funds to Municipalities who will participate in the Drive Sober of Get Pulled Over Campaign which is from 8/16/2019 until 09/02/2019; and

WHEREAS, the City of Jersey City desires to combat D.W.I. on our roadways and participate in this D.W. I. Campaign; and

WHEREAS, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated by implementing roving patrols and D.W.I. checkpoints; and

WHEREAS, the Jersey City Police Department would like to apply for this $5,500.00 grant from the Division of Highway Traffic Safety to enforce D.W.I. violations during the Drive Sober of Get Pulled Over Campaign.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:
1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the 2019 Drive Sober or Get Pulled Over Grant; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED:

[Signatures]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
<td>✓</td>
</tr>
<tr>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>RIVERA</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<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.

[Signatures]
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY’S DRIVE SOBER OR GET PULLED OVER GRANT (FY 2019)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Jersey City Police Department</th>
<th>Grants Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Sgt. Jaclyn Marcazo</td>
<td>Sergeant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201- 547-4736</td>
<td><a href="mailto:jmarcazo@njjcps.org">jmarcazo@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

The Jersey City Police Department will apply for the FY 2019 Drive Sober or Get Pulled Over Grant for the amount of $5,500.00. These funds will be used to combat drunk driving through D.W.I Checkpoints Roving Patrols.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Grant Funds | August 16 until September 2, 2019 |

Type of award

State Grant

If “Other Exception”, enter type

Additional Information

Not Applicable

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR THE UPGRADE AND EXPANSION OF THE CLOSED CIRCUIT TELEVISION CAMERAS (CCTV) THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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 Interlocal Purchasing System (TIPS), is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, there are (16) surveillance cameras throughout the City of Jersey City (City) that need upgrades and expansions; and

WHEREAS, Resolution 18-038, approved on January 10, 2018, authorized the City to enter into a cooperative agreement with The Interlocal Purchasing System; and

WHEREAS, the Department of Public Safety, Division of Police wishes to purchase CCTV upgrade and expansion services from Millennium Communications Group, Inc. 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 who is in possession of TIPS contract numbers 161202 and 170602; and

WHEREAS, funds are available for this contract in the Trust Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-286-56-000-801</td>
<td>133915</td>
<td>$554,567.66</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 award to Millennium Communications Group, Inc. in the amount of $554,567.66 for the upgrades and expansion of the CCTV cameras is authorized;

2. The term of the contract will be completed upon the delivery of the goods or services;

3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR THE UPGRADE AND EXPANSION OF THE CLOSED CIRCUIT TELEVISION CAMERAS (CCTV) THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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 #    P.O. #    Amount
16-286-56-000-801 133915 $554,567.66

Approved:  
Peter Higuero, Director of Purchasing, QPA, RPPO

Approved:  
Business Administrator

Approved as to legal form:  
Corporation Counsel

Certification Required  
Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote  
N.Y.-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 Byrline, City Clerk
RESOLUTION FACT SHEET • CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR THE UPGRADE AND EXPANSION OF THE CLOSED CIRCUIT TELEVISION CAMERAS (CCTV) THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Project Manager

Department/Division: PUBLIC SAFETY

Name/Title: JAMES SHEA

Phone/email: 201-647-4230 JShea@NJJCPS.ORG

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

Contract Purpose

UPGRADE, EXPANSION, AND INSTALLATION OF CCTV CAMERAS

Cost (Identify all sources and amounts) and Contract term (include all proposed renewals)

Acct: 16-286-56-000-801
Amount: $554,567.66
One time purchase

Type of award: NATIONAL COOPERATIVE

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

William O’Donnell
Signature of Department Director

04/12/2019
Date

Peter Folgado, QP#6, RKPC

07/18/19
Date
May 10, 2019

Director James Shea
City of Jersey City
Department of Public Safety
465 Marin Boulevard
Jersey City, New Jersey 07302

RE: Request for Utilization of Law Enforcement Trust Fund

Dear Director Shea:

Pursuant to your letter of April 30, 2019, I have reviewed the request for authorization to utilize funds in the amount of $554,567.66 from the Jersey City Law Enforcement Trust Fund to continue the upgrading and expansion of your CCTV camera system and the purchase of sixty-two (62) cameras.

I have found this request consistent with a "law enforcement purpose" and I am therefore approving this request.

Pursuant to the State of New Jersey Forfeiture Program Administration Standard Operating Procedures (SOP 12:9), any expenditure of forfeiture funds, like the expenditure of other public funds, shall be subject to the public bidding requirements imposed upon the funding entity. Accordingly, please make certain that this approved expenditure complies with all public bidding requirements.

Kindly advise Gene Rubino, Acting Chief of Investigations, at (201) 793-6400 ext. 6605 when the above takes place and with the exact total cost incurred. Assure that any purchases are conducted in a manner consistent with the Local Public Contracts Law. Please maintain a record of this approval and purchases made thereunder.

Very truly yours,

ESTHER SUAREZ
HUDSON COUNTY PROSECUTOR

cc: Gene Rubino, Chief/HAP
Police Division Director Tawana Moody
Anna Percia, Director of Law and Business Operations/Human Resources
Luisa Mantilla, Business Office
Director Shea
Jersey City Police Department
465 Marin Boulevard
Jersey City, NJ 07302

RE: JC CCTV Upgrade Project - Phase 4

Dear Director Shea:

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for installation of 16 new camera locations in Jersey City. The proposal is for fifty (50) HD fixed cameras & associated enclosures, three (3) PTZ cameras, ten (10) new class4 35" utility poles, fiber optic network expansion and integrating into the existing CCTV system.

All work will be performed under the NJ Prevailing Wage Act and NJ State Contracts.

Camera Locations:
1. Winfield/Ocean Ave.
2. New St. Ocean Ave.
3. Mccallao/Rutgers Ave.
4. Wegman/MLK
5. Bostwick/Bergen Ave.
7. Grant/Bergen Ave.
8. Van Nostrand/MLK
9. Union/Bergen Ave.
10. Bramhall/MLK
12. Fairview/Bergen Ave.
13. Storms/Monticello Ave.
14. Reed/Bergen Ave.
15. Fairmount/Bergen Ave.
16. Randolph/Heron St.

Engineering:
- Strand Map Poles
- New Pole Sets
- Cad into JC PPN Drawings
- Splice detail
- Coordinate new Drop Service with PSE&G
- Provide As-built drawings.
Network Construction:
- Furnish and install 7,760' of new ¼" strand
- Furnish and install Utility Pole Hardware (Approx. 50 poles)
- Furnish and install 10,300' of 6 Count FOC
- Furnish and install ten (10) new Utility Poles
- Furnish and Install 11 new Slack Cables at Various Locations on new build
- Overlash/Lash all new fiber install to existing strand or new strand

Network Splicing:
- Open all Splice Locations 1 X 1 from Wegman Pkwy to Storms Avenue (multiple Pickle Barrels)
- Find 3 Open Buffer Tubes (12 each) from Wegman Pkwy to Storms Avenue
- Crack fiber cable feed from camera pole and test
- Crack 2 fibers in each Pickle barrel and re-splice to new buffer tube
- Terminate at Bishop St. on 144 Panel
- Terminate at each enclosures
- Splice 2 Fibers at Rutgers/Mcaddoo new Splice Point
- Splice 2 fibers at Wilkhnon/Bergen new Splice Point
- Splice 2 Fibers at Grant/Bergen new Splice Point
- Splice 2 to backbone at-existing- multiple Splice Point in existing Pickel Barrels between Wegman Pkwy and Storms Avenue.
- Splice 2 Fibers at Garfield/Bramhall/Berry Ln. Park
- Test and Document

Physical Security:
- Furnish and Install 62 Genetec Licenses to existing system
- Furnish and Install 13 City Smart Enclosures with electronics
- Furnish and Install 58 HD 5 Megapixel cameras at above locations
- Furnish and Install 4 HD PTZ cameras
- Furnish and Install 1 24-Port Extreme Optical Network switch
- Furnish and install mounts and Brackets
- Furnish and Install Cat 5e Outdoor cable as necessary from enclosure to cameras
- Configure Into CCTV System
- Add to Camera Tree

TOTAL COST: $554,567.66
Millennium Communications Group Inc

Executive Summary: Millennium Communications Group Inc. provides advanced communication infrastructures utilizing fiber optics and integrated technology solutions across the public and private sectors. We will develop a technology solution that addresses...

**Serving States**

NJ | NY | CT

**Awarded Contracts**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Commodity</th>
<th>Exp Date</th>
<th>EDGAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>170306</td>
<td>Technology Solutions, Products and Services</td>
<td>05/26/2020</td>
<td>CFV</td>
</tr>
<tr>
<td>161101</td>
<td>Interactive Presentation Systems</td>
<td>02/27/2020</td>
<td>CFV</td>
</tr>
<tr>
<td>161202</td>
<td>Electronic Goods Appliances &amp; Associated Goods &amp; Svcs</td>
<td>02/27/2020</td>
<td>CFV</td>
</tr>
<tr>
<td>170203</td>
<td>Security Systems Products and Services</td>
<td>04/23/2020</td>
<td>CFV</td>
</tr>
<tr>
<td>170602</td>
<td>Consulting and Other Related Services</td>
<td>08/27/2020</td>
<td>CFV</td>
</tr>
</tbody>
</table>

**Contacts by Contracts**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Name</th>
<th>Position</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>170306</td>
<td>Pragnesh Amin</td>
<td>Chief Information Officer</td>
<td>(973) 929-2543</td>
<td><a href="mailto:pamin@millenniuminc.com">pamin@millenniuminc.com</a></td>
</tr>
<tr>
<td></td>
<td>Keith Burkhard</td>
<td>Manager Security and</td>
<td>(973) 929-2532</td>
<td><a href="mailto:kburkhard@millenniuminc.com">kburkhard@millenniuminc.com</a></td>
</tr>
</tbody>
</table>
Customer Acceptance
The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature   S[il 1-92    O/F   04/24/19
Print Name
Title
Date

Please fax to (973) 503-0411.
President
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18–038
Agenda No. 10–1–8
Approved: JAN 18, 2018

TITLE:
RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE \nINTERLOCAL PURCHASING SYSTEM (TIPS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11–1 et seq. authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Interlocal Purchasing System (TIPS), a nationally-recognized and accepted cooperative purchasing agreement, has been developed utilizing a competitive bidding process; and

WHEREAS, TIPS 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 Interlocal Purchasing System 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 Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Interlocal Purchasing System; and

2. Prior to making purchase or contracting for services through the Interlocal Purchasing System, the contracting task shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11–1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

Approved by:

[Signature]

December 29, 2017

PF/mpBD

APPROVED.

[Signature]

December 29, 2017

APPROVED AS TO LEGAL FORM

[Signature]

December 29, 2017

Certification Required: x

Record of Council Vote on Final Passage 1/10/18

COUNCILPERSON AYE NAT N.V. COUNCILPERSON AYE NAT N.V. COUNCILPERSON AYE NAT N.V.
Ridley ✓ Fun ✓ N.V.
Prinzi-Akey ✓ Solomon ✓ N.V.
Bohanski ✓ Robinson ✓ N.V.

Indicates Vote

N.V. = Not Voting (Abstain)

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

[Signature]

Robert Bynoe, City Clerk

[Signature]

Reedwood A. Lavine, Jr., President of Council
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0033855 FOR MILLENNIUM COMMUNICATIONS GROUP INC. IS VALID.
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ (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 procedures, 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 all 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 appeal 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.: 202-639-3017 Date: 4/4/13

[Signature]

[Name]
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| Steven Fulop 2021          | Mira Princ-Arey for Council |
| Lavairo for Councilman    | Friends of Richard Boggiano |
| Friends of Joyce Watterman| Michael Yun for Council    |
| Friends of Daniel Rivera  | Solomon for Council 2021   |
| Ridley for Council        | Friends of Jermaine Robinson|

Part II - Ownership Disclosure Certification
☑ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

- Check the box that represents the type of business entity:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Sole Proprietorship
  - ☑ Subchapter S Corporation
  - ☐ Limited Partnership
  - ☐ Limited Liability Corporation
  - ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Ritchie</td>
<td>41 Cooke Road, Blairstown, NJ 07825</td>
</tr>
<tr>
<td>Kenneth McLoughlin</td>
<td>15 Woodland Avenue, Mountain Lakes, NJ 07046</td>
</tr>
<tr>
<td>Ronald Cassel</td>
<td>104 Elmwood Road, Verona, NJ 07044</td>
</tr>
<tr>
<td>Julie Basil</td>
<td>104 Elmwood Road, Verona, NJ 07044</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: Millennium Communications Group, Inc.

Signature of Affiant: ___________________________ Title: President
Printed Name of Affiant: Robert Ritchie
Date: April 8, 2019

Subscribed and sworn before me this 8th day of April, 2019.

Carlene Johnson
Notary Public of New Jersey
ID# 2201240
My Commission Expires May 30, 2022
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding **April 8, 2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Millennium Communications Group, 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: Millennium Communications Group, Inc.

Signed ___________________________ Title: President

Print Name: Robert Ritchie

Date: April 8, 2019

Subscribed and sworn before me this 8th day of April, 2019.

My Commission expires:

Carlene Johnson
Notary Public of New Jersey
ID# 2201240
My Commission Expires May 29, 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.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

| Vendor Name: | Millennium Communications Group, Inc. |
| Address: | 11 Melanie Lane, Unit 13 |
| City: | East Hanover |
| State: | NJ |
| Zip: | 07936 |

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

Robert Ritchie
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>
<tr>
<td>Nothing to declare.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/dca/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchasing & 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 Purchasing & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code on N.J.A.C. 17:27.

The undersigned vendor certifies on their company's behalf, 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
(Standing 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): Robert Ritchie, President
Representative's Signature: ____________________________

Name of Company: Millennium Communications Group, Inc.

Tel No.: (973) 503-1313 Date: April 8, 2019
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 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 expediently forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process served 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: Robert Ritchie, President
Representative's Signature: __________________________

Date of Company: Millennium Communications Group, Inc.
Tel No.: (973) 503-1313 Date: April 8, 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: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] 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.
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 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022.

MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 13
EAST HANOVER, NJ 07936

Andrew P. Sidamon-Eristoff
State Treasurer
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO FIRE & SAFETY SERVICES LTD. FOR THE LEASE PURCHASE OF THREE (3) PIERCE ENFORCER PUMPERS AND ONE (1) ARROW XT 100 FT MID MOUNT AERIAL PLATFORM LADDER THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Department of Public Safety, Division of Fire is in need of and desires to lease/purchase three (3) Pierce Enforcer Pumpers and one (1) Arrow XT 100 Ft. mid mount aerial platform ladder; and

WHEREAS, Resolution 13.769 approved on November 13, 2033 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing System pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, the City and the Department of Public Safety, Division of Fire wish to purchase Pierce Enforcer pumpers and an Aerial Platform ladder off of Bid Contract #FS12-17 from Fire and Safety Services Ltd., 200 Ryan Street, South Plainfield, New Jersey, 07308 for the sum of $3,133,144.62; and

WHEREAS, Fire & Safety Services Ltd. intends to assign its contract with the City to PNC Equipment Finance, LLC; and

WHEREAS, the City Purchasing Agent has certified that he considers said bid to be fair and reasonable; and

WHEREAS, pursuant to the terms of the lease agreement the first lease payment is not due until 15 months after the award of this contract; and

WHEREAS, the annual lease payment sum of $379,496.21 will be budgeted in the 2020 budget through the 2029 budget subject to the approval of the Municipal Council; and

WHEREAS, these funds will be made available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that pursuant to N.J.S.A. 52:34-6.2 the quotation of Fire & Safety Services Ltd. in the amount of $3,133,144.62 is accepted and that a contract is awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2020 budget in account no. 01-201-25-265-316 and in subsequent fiscal year budgets; and be it further
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO FIRE & SAFETY SERVICES LTD. FOR THE LEASE PURCHASE OF THREE (3) PIERCE ENFORCER PUMPERS AND ONE (1) ARROW XT 100 FT MID MOUNT AERIAL PLATFORM LADDER THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

RESOLVED, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

RESOLVED, that subject to review and approval by Corporation council, the Mayor or Business Administrator is authorized to execute a lease agreement with PNC Equipment Finance, LLC in substantially the form of the attached.

APPROVED: 
James Shea, Director
Department of Public Safety

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

<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>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</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>LAVARRO, PRES</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></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.
**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 FIRE & SAFETY SERVICES LTD. FOR THE LEASE PURCHASE OF THREE (3) PIERCE ENFORCER PUMPERS AND ONE (1) ARROW XT 100 FT MID MOUNT AERIAL PLATFORM LADDER THROUGH THE HOUSTON-GALVESTON INTERLOCAL OPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

<table>
<thead>
<tr>
<th><strong>Project Manager</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Department/Division</td>
<td>Public Safety</td>
</tr>
<tr>
<td>Name/Title</td>
<td>Steven McGill</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4262</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 3 Pierce Pumpers are to replace 3 of our oldest Engine Companies which are used for transferring water for fire suppression.

The Ladder Tower is to replace our oldest front line Ladder Company in use today. This Ladder Tower has an elevated platform for fire suppression, multiple ground ladders and all other associated tools needed on a ladder company.

**Cost (Identify all sources and amounts)**

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>$3,133,144.62</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual lease purchase</td>
<td>$379,496.21</td>
</tr>
</tbody>
</table>

**Acct Number** # 01 201 25 265 316

**Contract term (include all proposed renewals)**

First lease payment 15 months after award of contract, annually thereafter for 10 years.

**Type of award** HGAC Cooperative Purchasing Contract

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of C.O.D. [Signature]

Date [06/19/17]
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 by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Stevefulop 2021
Lavat for Councilman
Friends of Joyce Watteman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-Arey for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon for Council 2021
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>David L. Metcalfe</td>
<td>215 W. 20th St, East Windsor, NJ 08520</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: Fire Safety Services

Signature of Affiant: ____________________________
Printed Name of Affiant: ____________________________
Title: President
Date: June 10, 2019

Subscribed and sworn before me this ______ day of ____________, 2019

(Witnessed or attested by) ____________________________

Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50069582
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>FIRE &amp; SAFETY SERVICES, LTD.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>200 RYAN ST</td>
</tr>
<tr>
<td></td>
<td>SOUTH PLAINFIELD, NJ 07080-4208</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0063498</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>September 24, 1964</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>June 10, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:
20190610100420037
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 [First Safety Services LTD] (name of business entity) has not made any reportable contributions in the 2019 (date City Council awards contract) period preceding one-year period preceding 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 [First Safety Services LTD] (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: First Safety Services LTD

Signed [Signature] Title: [Position]

Print Name: [Print Name] Date: [Date]

Subscribed and sworn before me this 10th day of January, 2019.

My Commission expires: [Expiry Date]

[Seal]

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022

**According to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Free &amp; Safe Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>289 Route 351</td>
</tr>
<tr>
<td>City:</td>
<td>South Plainfield</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07080</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: ____________________________
Printed Name: David L. Russell
Title: 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>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national origin, 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, national origin 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
(Contract 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-responsible 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): [Signature]
Representative's Signature: [Signature]
Name of Company: [Signature]
Tel. No.: [Signature]
Date: [Signature]
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [insert name of 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. S121 01 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, protest, 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 alleged 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 the 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, protest, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: [Insert name and title]
Representative's Signature: [Signature]
Name of Company: [Company name]
Tel No.: [Telephone number] Date: [Date]
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Fire & Safety Services Ltd
Address: 200 N. Main St, South Plainfield, NJ 07080
Telephone No.: (908) 400-7817
Contact Name: Daniel Russell

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: Fire o Safety Services Ltd
Address: 100 Lyon St South Mainfield NJ 07080
Telephone No.: 500 400 8017
Contact Name: David Russell

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE) _____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2012 to 15-SEP-2019

FIRE & SAFETY SERVICES, LTD.
200 RYAN STREET
SO. PLAINFIELD NJ 07080

Andrew P. Sidamon-Eristoff
State Treasurer
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CLG Insurance
172 Main Street
Nanuet, NY 10954
Kathleen E. Bradley
845-623-3434

INSURER A: Travelers Property Casualty
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 06/04/2019
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR JUE.
A
A
A
A
A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 4 apparatus being purchases – 3 pumpers and 1 midmount aerial tower.

CERTIFICATE HOLDER
CITY-30

City of Jersey city
465 Marin Blvd.
Jersey City, NJ 07302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
Form W-9

Identifycation Number and Certification

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership)
   - Other (see instructions)

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of the owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):

   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained outside the U.S.)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a number later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer Identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to give the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of Information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.
NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, David L. Russell (name of affiant) residing in East Windsor (name of municipality) in the County of Mercer and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President (title or position) of the firm of Fire & Safety Services, Ltd. (name of firm) the bidder making this Proposal for the bid (title of bid proposal) entitled and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Fire & Safety Services Ltd.

Subscribed and sworn to before me this day

March 19, 2019

Signature

(Type or print name of affiant under signature)

Notary public of

EDMUND REAGAN JR.
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2420258
MY COMMISSION EXPIRES 4/27/2022
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership
☐ Limited Partnership
☐ Subchapter S Corporation

☐ Corporation
☐ Limited Liability Corporation
☐ Limited Liability Partnership

☐ Sole Proprietorship

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David L. Russell
Home Address: 215 Ward Street
East Windsor, NJ 08520

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Subscribed and sworn before me this ___ day of March, 2019

(Notary Public)

EDMUND REAGAN JR.
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2420258
MY COMMISSION EXPIRES 4/27/2022
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership    ☑ Corporation    ☐ Sole Proprietorship
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David L. Russell                      Name:
Home Address: 215 Ward Street              Home Address:
East Windsor NJ 08520                      

Name:________________________               Name:________________________
Home Address:________________________     Home Address:________________________

Name:________________________               Name:________________________
Home Address:________________________     Home Address:________________________

Name:________________________               Name:________________________
Home Address:________________________     Home Address:________________________

Subscribed and sworn before me this ______ day of ___________, 20__.

(Notary Public)
My Commission Expires: April 27, 2022

(Print name & title of affiant)

(Corporate Seal)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
CLG Insurance
172 Main Street
Nanuet, NY 10954
Kathleen E. Bradley
946-623-3434

INSURED
Fire & Safety Services Ltd
200 Ryan Street
South Plainfield, NJ 07080

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Property Casualty
NAIC #: 36161

INSURER B: Harleysville Insurance Co.
NAIC #: 23862

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>660-9K158265-COF-18</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B AUTOMOBILE LIABILITY</td>
<td>AD-9K722458-18 CAG</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A UMBRELLA LIABILITY</td>
<td>CUP-330D9814-TIL-18</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>B WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WC0000000688SAJ</td>
<td>$500,000</td>
</tr>
<tr>
<td>A Garagekeepers</td>
<td>AD-9K722458-18 CAG</td>
<td>$6,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 5 apparatus being purchased – 4 pumpers and 1 midmount aerial tower.

CERTIFICATE HOLDER
CITY-00
City of Jersey City
465 Marin Blvd.
Jersey City, NJ 07302

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEROF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____________________________, (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.

David L. Russell
RE: NJ “Buy American” statutory requirement

To Whom It May Concern:

Fire & Safety Services is quoting a Pierce fire apparatus which is built by Pierce Manufacturing, Inc. which is based in Appleton, WI. They manufacture their apparatus in some or part of three manufacturing and assembly facilities that are located in Wisconsin or Florida.

They deal with the federal government procurement programs so at minimum 75% of their component parts are sourced from US based manufacturers or suppliers.

Very truly yours,

David L. Russell
President
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2012 to 15-SEP-2019

FIRE & SAFETY SERVICES, LTD.
200 RYAN STREET
SO. PLAINFIELD NJ 07080

Andrew P. Sidamon-Eristoff
State Treasurer
October 3, 2017

To Whom It May Concern:

Fire & Safety Services LTD, ("Fire & Safety") is the exclusive dealer for the sale and service of custom and commercial fire apparatus manufactured by Pierce Manufacturing Inc. ("Products") to customers in the state of New Jersey. Although you may have purchased Products directly from Pierce Manufacturing Inc. and/or Fire & Safety in the past, all purchases of Products by customers going forward will be made directly through Fire & Safety.

The change has become necessary due to a new U.S. Generally Accepted Accounting Principle that impacts Pierce Manufacturing Inc. beginning October 1, 2018. Given the build time of Products, this change is being implemented on new contracts beginning October 1, 2017. If required by the customer, bid and performance bonds will continue to be available. Pierce Manufacturing Inc. will continue to provide a manufacturer's insurance certificate as well. This change has no impact on customer access to leasing or financing options on Products sold by Fire & Safety.

If you have any questions, please feel free to contact us.

David Russell  
President  
Fire & Safety Services LTD

Michael E. Pack  
Vice President, Finance  
Pierce Manufacturing Inc.
STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offeror: Fire & Safety Services Ltd.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries or affiliates are listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Each box will prompt you to provide information relative to the above questions. If you need to make additional entries, click the "ADD AN ADDITIONAL ACTIVITIES ENTRY" button.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duration of Engagement</th>
<th>Anticipated Cessation Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Contact Name</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ADD AN ADDITIONAL ACTIVITIES ENTRY.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto is the best of my knowledge and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David L. Russell
Title: President
Signature: __________________________
Date: __________________________

DPP Standard Forms Packet 11/2013
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: Fire & Safety Services, Ltd.
Address: 200 Ryan Street
City: South Plainfield State: NJ Zip: 07080

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
David L. Russell
Printed Name
President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<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>
<td>NONE</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
May 30, 2019

City of Jersey City Fire Department

Dear Chief McGill:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program. You may notice that this is being issued in the name of Fire & Safety Services, rather than the manufacturer. Recent accounting regulations have required us to become the prime contractor for all orders, but, nothing has changed other than to whom the PO and payments are made.

This letter serves as the quote under the HGAC Contract FS12-17. For these units we used the following base models:

- TC06- Enforcer Pumper (x3)
- TA09- Arrow XT 95Ft Tandem Axle Mid Mount PAP

Pursuant to the regulations established under the HGAC program, we modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of $3,133,144.62 for these units. The quoted price is based upon a 100% prepayment within 15 days of the executed purchase order being received.

These apparatuses will have the following delivery time frames:

- Three (3) Pierce Enforcer Pumpers- Three (3) Pumper to be delivered with 10.5 Months After Receipt of Executed P.O.
- One (1) Arrow XT 100FT Mid Mount Aerial Platform- 16.5 Months After Receipt of Executed P.O.

*NOTE- The quoted price of these vehicle INCLUDES a discount in the amount of $138,358.23. This discount is a result of utilizing PNC Equipment Finance for your leasing option.

**NOTE- These units must be purchased under the same purchase order.
With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to Fire & Safety Services Ltd., issued by, you, the customer. Fire & Safety would then send a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. We would also coordinate all paperwork with the manufacturer to start the order with them. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions please do not hesitate to contact us directly or your area sales representative, William "Bill" Ring.

Very truly yours,

David L. Russell
David L. Russell
President
**CONTRACT PRICING WORKSHEET**

For MOTOR VEHICLES Only

**Contract No.:** FS12-17  
**Date Prepared:** 03/21/19

---

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

---

**Buying Agency:** Jersey City, City of  
**Bid#:** 505

**Contractor:** Fire & Safety Services Ltd.  
**Prepared By:** Robert Emery - Director of Sales

**Contact Person:** Steven McGill - Chief of Department  
**Phone:** 201-547-4255  
**Fax:**

**Email:** smcgill@njicps.org  
**Email:** remery@f-ss.com

**Product Code:** TA09  
**Description:** AXT 100FT MMPAP from AXT 95FT MMPAP

---

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

$1,217,976.00

---

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUBLISHED OPTION CHANGES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): $109,113.00

**Subtotal B:** $109,113.00

---

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNPUBLISHED OPTION CHANGES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): -$66,675.46

**Subtotal C:** -$66,675.46

---

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

-5.02%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| Quantity Ordered: | 1 | X | Subtotal of A + B + C: | $1,260,413.54 |

**Subtotal D:** $1,260,413.54

**Subtotal E:** $0.00

---

**E. H-GAC Order Processing Charge (Amount Per Current Policy)**

**Subtotal F:** -$68,389.83

---

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit for 100% Prepayment</td>
<td>-$68,389.83</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Delivery Date:** 16.5 Months After PO  
**G. Total Purchase Price (D+E+F):** $1,192,023.71
(c) Payment Schedule:  
Accrual Date: June 28, 2019

<table>
<thead>
<tr>
<th>Rent Payment Number</th>
<th>Rent Payment Date</th>
<th>Rent Payment Amount</th>
<th>Interest Portion</th>
<th>Principal Portion</th>
<th>Termination Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9/28/2020</td>
<td>379,496.21</td>
<td>143,042.73</td>
<td>236,453.48</td>
<td>2,983,591.87</td>
</tr>
<tr>
<td>2</td>
<td>6/28/2021</td>
<td>379,496.21</td>
<td>78,429.70</td>
<td>301,066.51</td>
<td>2,673,493.37</td>
</tr>
<tr>
<td>3</td>
<td>6/28/2022</td>
<td>379,496.21</td>
<td>93,961.61</td>
<td>285,534.60</td>
<td>2,379,392.73</td>
</tr>
<tr>
<td>4</td>
<td>6/28/2023</td>
<td>379,496.21</td>
<td>83,625.26</td>
<td>295,870.95</td>
<td>2,074,645.65</td>
</tr>
<tr>
<td>5</td>
<td>6/28/2024</td>
<td>379,496.21</td>
<td>72,914.73</td>
<td>306,581.48</td>
<td>1,758,866.73</td>
</tr>
<tr>
<td>6</td>
<td>6/28/2025</td>
<td>379,496.21</td>
<td>61,816.48</td>
<td>317,679.73</td>
<td>1,431,656.61</td>
</tr>
<tr>
<td>7</td>
<td>6/28/2026</td>
<td>379,496.21</td>
<td>50,316.47</td>
<td>329,179.74</td>
<td>1,092,601.47</td>
</tr>
<tr>
<td>8</td>
<td>6/28/2027</td>
<td>379,496.21</td>
<td>38,400.17</td>
<td>341,096.04</td>
<td>741,272.55</td>
</tr>
<tr>
<td>9</td>
<td>6/28/2028</td>
<td>379,496.21</td>
<td>26,052.49</td>
<td>353,443.72</td>
<td>377,225.52</td>
</tr>
<tr>
<td>10</td>
<td>6/28/2029</td>
<td>379,496.21</td>
<td>13,257.84</td>
<td>366,238.37</td>
<td>1.00</td>
</tr>
</tbody>
</table>

City of Jersey City  
("Lessee")

By:__________________________
Title:________________________

PNC Equipment Finance, LLC  
("Lessor")

By:__________________________
Title:________________________
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

<table>
<thead>
<tr>
<th>Buying Agency</th>
<th>Contractor</th>
<th>Contract No.</th>
<th>Date Prepared</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>FS12-17</td>
<td>03/21/19</td>
</tr>
</tbody>
</table>

**For MOTOR VEHICLES Only**

**Contract No.**

**FS12-17**

**Date Prepared:** 03/21/19

**Contractor:**

Fire & Safety Services Ltd.

**Prepared By:**

Robert Emery- Director of Sales

**Buying Agency:**

City of Jersey City, NJ

**Bid#517**

**Contract Person:**

Steven McGill- Chief of Department

**Phone:**

201-547-4255

**Fax:**

800-400-8017

**Email:**

smcgill@njcps.org

**Product Code:**

TC06

**Description:**

Enforcer Pumper

---

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

$439,231.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Notes: Published Options are options which were submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PUBLISHED OPTION CHANGES**

**Subtotal From Additional Sheet(s):** $146,668.00

**Subtotal B:** $146,668.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**UNPUBLISHED OPTION CHANGES**

**Subtotal From Additional Sheet(s):** $71,319.73

**Subtotal C:** $71,319.73

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 12.176%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

**Quantity Ordered:** 3

**X Subtotal of A + B + C:** 657,218.73

**Subtotal D:** $1,971,656.19

**E. H-GAC Order Processing Charge (Amount Per Current Policy)**

**Subtotal E:** $2,000.00

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor to Pay HGAC Fee</td>
<td>-$2,000.00</td>
</tr>
<tr>
<td>Credit for 100% Prepayment</td>
<td>-$69,968.40</td>
</tr>
</tbody>
</table>

**Fixed Price increase for delayed Delivery (2021):** $39,433.12

**Credit for 100% Prepayment:** $69,968.40

**Subtotal F:** $612,535.28

**Delivery Date:** 10.5 Months After PO

**G. Total Purchase Price (D+E+F):** $1,941,120.91
<table>
<thead>
<tr>
<th>Pulse Number</th>
<th>Qty</th>
<th>Description</th>
<th>Published Qty</th>
<th>Unpublished Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>102</td>
<td>1</td>
<td>Add- &quot;C&quot; Frame Liner</td>
<td>$3,211.00</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>1</td>
<td>Upgrade Rear Axle to 27,000#</td>
<td>$2,200.00</td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>1</td>
<td>TAK-4 Suspension</td>
<td>$16,751.00</td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>1</td>
<td>Change to Air Ride Rear Suspension, SA</td>
<td>$3,790.00</td>
<td></td>
</tr>
<tr>
<td>126</td>
<td>2</td>
<td>Additional Air Tanks</td>
<td>$770.00</td>
<td></td>
</tr>
<tr>
<td>131</td>
<td>1</td>
<td>Cummins L9 400HP to 450HP L9</td>
<td>$1,748.00</td>
<td></td>
</tr>
<tr>
<td>132</td>
<td>1</td>
<td>Cummins L9 460HP to Detroit DD13</td>
<td>$20,194.00</td>
<td></td>
</tr>
<tr>
<td>138</td>
<td>1</td>
<td>Exhaust Extension Plymovent</td>
<td>$664.00</td>
<td></td>
</tr>
<tr>
<td>143</td>
<td>1</td>
<td>Add- Extended Front Bumper</td>
<td>$2,770.00</td>
<td></td>
</tr>
<tr>
<td>145</td>
<td>1</td>
<td>Bumper Tray</td>
<td>$1,084.00</td>
<td></td>
</tr>
<tr>
<td>146</td>
<td>1</td>
<td>Bumper Slight Rods</td>
<td>$548.00</td>
<td></td>
</tr>
<tr>
<td>147</td>
<td>1</td>
<td>Linex Bumper Coating</td>
<td>$418.00</td>
<td></td>
</tr>
<tr>
<td>153</td>
<td>1</td>
<td>Mounting Plate on Engine Tunnel</td>
<td>$424.00</td>
<td></td>
</tr>
<tr>
<td>182</td>
<td>2</td>
<td>EMS Compartment in Cab</td>
<td>$4,128.00</td>
<td></td>
</tr>
<tr>
<td>184</td>
<td>4</td>
<td>Upgrade SCBA Bracket to Hands Free</td>
<td>$3,012.00</td>
<td></td>
</tr>
<tr>
<td>179</td>
<td>4</td>
<td>Spare Radio Wiring</td>
<td>$504.00</td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>1</td>
<td>Kussmaul Charger</td>
<td>$1,832.00</td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>1</td>
<td>Auto Eject 20A</td>
<td>$541.00</td>
<td></td>
</tr>
<tr>
<td>210</td>
<td>1</td>
<td>Batteries 6-Total</td>
<td>$1,220.00</td>
<td></td>
</tr>
<tr>
<td>217</td>
<td>1</td>
<td>12V Scene Light</td>
<td>$1,332.00</td>
<td></td>
</tr>
<tr>
<td>218</td>
<td>2</td>
<td>12V LED Flood Brow Light</td>
<td>$4,482.00</td>
<td></td>
</tr>
<tr>
<td>221</td>
<td>2</td>
<td>12V LED Flood Recessed or Surface</td>
<td>$3,752.00</td>
<td></td>
</tr>
<tr>
<td>230</td>
<td>1</td>
<td>Hose Bed Cover- Vinyl</td>
<td>$937.00</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>2</td>
<td>Trough- Hard Suction</td>
<td>$2,096.00</td>
<td></td>
</tr>
<tr>
<td>281</td>
<td>2</td>
<td>Hard Suction Hose</td>
<td>$2,016.00</td>
<td></td>
</tr>
<tr>
<td>262</td>
<td>10</td>
<td>Mate Flex (Turtle Tile) in Compt. Shelves</td>
<td>$1,340.00</td>
<td></td>
</tr>
<tr>
<td>263</td>
<td>6</td>
<td>Adjustable Compartment Shelves</td>
<td>$1,194.00</td>
<td></td>
</tr>
<tr>
<td>265</td>
<td>3</td>
<td>Slide-Out Floor Tray</td>
<td>$2,526.00</td>
<td></td>
</tr>
<tr>
<td>267</td>
<td>1</td>
<td>Adjustable Slide-Out Tray</td>
<td>$943.00</td>
<td></td>
</tr>
<tr>
<td>269</td>
<td>1</td>
<td>PACTRAC in Compartment</td>
<td>$940.00</td>
<td></td>
</tr>
<tr>
<td>273</td>
<td>3</td>
<td>SCBA Cylinder Storage in Fender Panel (double)</td>
<td>$2,700.00</td>
<td></td>
</tr>
<tr>
<td>277</td>
<td>1</td>
<td>Increase Pump from 1250 to 1500 GPM</td>
<td>$6,267.00</td>
<td></td>
</tr>
<tr>
<td>279</td>
<td>1</td>
<td>Increase Pump from 1500 to 2000 GPM</td>
<td>$7,848.00</td>
<td></td>
</tr>
<tr>
<td>287</td>
<td>1</td>
<td>Add- Front Suction Inlet 4-6&quot;</td>
<td>$7,836.00</td>
<td></td>
</tr>
<tr>
<td>290</td>
<td>1</td>
<td>2.5&quot; Discharge- Front Bumper</td>
<td>$2,801.00</td>
<td></td>
</tr>
<tr>
<td>292</td>
<td>1</td>
<td>2.5&quot; Discharge</td>
<td>$1,833.00</td>
<td></td>
</tr>
<tr>
<td>293</td>
<td>1</td>
<td>3&quot; Discharge</td>
<td>$2,675.00</td>
<td></td>
</tr>
<tr>
<td>328</td>
<td>2</td>
<td>Airhorn Activation at Pump Panel</td>
<td>$184.00</td>
<td></td>
</tr>
<tr>
<td>330</td>
<td>2</td>
<td>Tank Level LED Group</td>
<td>$2,648.00</td>
<td></td>
</tr>
<tr>
<td>368</td>
<td>1</td>
<td>Q28 Siren</td>
<td>$4,249.00</td>
<td></td>
</tr>
<tr>
<td>419</td>
<td>1</td>
<td>LED Emergency Light Package Upgrade</td>
<td>$8,384.00</td>
<td></td>
</tr>
<tr>
<td>429</td>
<td>1</td>
<td>Two-Tone Cab Paint</td>
<td>$2,258.00</td>
<td></td>
</tr>
<tr>
<td>469</td>
<td>1</td>
<td>Deck Gun with tips, manual</td>
<td>$4,668.00</td>
<td></td>
</tr>
<tr>
<td>477</td>
<td>4</td>
<td>Portable Hand Light w/Mounting Brackets</td>
<td>$552.00</td>
<td></td>
</tr>
<tr>
<td>486</td>
<td>2</td>
<td>Piston Intake</td>
<td>$3,820.00</td>
<td></td>
</tr>
<tr>
<td>11843</td>
<td>1</td>
<td>Spare Tire, Front, 425/65R22.5, w/Steel Rim</td>
<td>$2,004.95</td>
<td></td>
</tr>
<tr>
<td>1931</td>
<td>1</td>
<td>Spare Tire, Rear, 12R22.5, w/Steel Rim</td>
<td>$1,356.77</td>
<td></td>
</tr>
<tr>
<td>820</td>
<td>5</td>
<td>Moisture Ejector, Automatic, w/Heat</td>
<td>$1,341.97</td>
<td></td>
</tr>
<tr>
<td>755683</td>
<td>1</td>
<td>Fuel Tank, 50 Gallon, LS Fill, w/Air Suspension, Aluminum</td>
<td>$960.51</td>
<td></td>
</tr>
<tr>
<td>544837</td>
<td>1</td>
<td>Block, Rubber Dock Style, Frt of Bumper</td>
<td>$217.81</td>
<td></td>
</tr>
<tr>
<td>695304</td>
<td>1</td>
<td>Notch, Front for Recessing of Inlet</td>
<td>$1,038.41</td>
<td></td>
</tr>
<tr>
<td>558474</td>
<td>1</td>
<td>Notch, Front for Recessing of Discharge</td>
<td>$1,146.45</td>
<td></td>
</tr>
</tbody>
</table>
| Item Code | Quantity | Description                                                                 | Price  
|-----------|----------|-----------------------------------------------------------------------------|--------
| 628873    | 1        | Compt, Storage, 12.75"Wx24"Hx15"D, (1) Ea. Side C/C, Dbl Pan              | $1,233.38
| 602869    | 1        | Handrails, Cab Entrance, Semi-Recessed into Side of Cab, 4-door             | $1,911.76
| 12101     | 1        | Floor, Aluminum TreadPlate, Cab & Crew Cab                                 | $485.57
| 14117     | 2        | Tray, Hose, Running Board, Free Floating                                   | $1,222.02
| 756235    | 1        | RS 152" RollUp, 3/4 Height Front & Rear, (2) Hose Storage Compts.          | $6,405.44
| 757293    | 1        | Compartment, Inside RS Cargo Compt, w/Horz. Hinge, Alum. 4-way             | $1,049.28
| 509758    | 1        | Rub Rail, UPF Black Plastic w/.50" Spacer, Body Sides                      | $1,907.69
| 767871    | 1        | Compt, Long Tools, Between Tank & Side Sheet/Below Tank Tee, RS            | $912.66
| 654524    | 1        | Thermal Relief Valve, TRV120-L w/ Red Warning Light & Alarm, Waterous Pump | $1,114.85
| 77002     | 1        | Outlet, 0.75" Garden Hose, Gravity Fed from Tank                           | $483.79
| 755246    | 1        | Control, Front Inlet. Electric Waterous w/Override, Access Door, HV        | $1,806.08
| 766812    | 1        | Intake Valve, 6" FNST-S x 5" Storz Swivel, w/cap, Front Inlet, Akron 7960  | $2,672.94
| 770724    | 1        | Outlets (2), (1) 4" w/4" Plumb, Waterous Valve & (1) 2.50" Outlet          | $7,030.44
| 5085      | 5        | Adapter, Thread-2.50" FNST x 2.50" Special                               | $938.41
| 35090     | 6        | Reducer 2.50" Special x 1.50" MNST w/Cap                                 | $657.49
| 665336    | 1        | Light Shield/Step 8"4-FRC Firefly LED                                     | $836.22
| 665286    | 1        | Light Shield/Step, PS, 3-FRC Fire Fly LED                                  | $734.41
| 766932    | 4        | Control, Outlets, Waterous Hand Wheel, w/Indicator                        | $9,292.29
| 650748    | 1        | Siren, Aux, Federal RUMBLER-3                                             | $474.94
| 781579    | 2        | Receptacle, 15/20A, 120V 3-pr 3-wr, NEMA 5-20R SB, Dup, Interior Cab      | $662.46
| 656326    | 1        | Mirrors, Velvac, 2010, West Coast Style, Heated, Remote, Shipped Loose      | $1,221.74
| 99999     | 1        | Dealer Supplied Lettering & Stripping                                      | $8,000.00
| 99999     | 1        | Dealer Supplied 5-Year Service Plan                                        | $12,000.00

| Base Bid | $439,231.00 |
| Published Options | $146,668.00 |
| Total Published Options | $585,899.00 |
| Unpublished Options | $71,319.73 12.17% |
| Total Options w/o HGAC Fee | $657,218.73 |
Master Lease-Purchase Agreement
Between
City of Jersey City and
PNC Equipment Finance, LLC

Document Index

☐ Master Lease-Purchase Agreement – Sign and provide title on the last page

☐ Lease Schedule with Schedule A-1 – Sign and title

☐ Vehicle Schedule Addendum – Sign and title

☐ Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

☐ Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. The person who validates the signatures should not sign the lease documents. The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.

☐ Titled Vehicle Guidelines - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.

☐ Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.

☐ Four Party Agreement – Sign and title.

☐ Delivery & Acceptance Certificate – At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.

☐ IRS FORM 8038-G – Sign, date, and title

☐ Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

☐ Sales Tax Exemption Certificate – Please provide an up to date State Sales Tax Exemption Certificate.

☐ Sales Contract or Purchase Order - Please provide a copy of the Sales Contract to enter into with Pierce Manufacturing or a copy of the Purchase Order.
MASTER LEASE – PURCHASE AGREEMENT
(For New Jersey Municipal Leases)

Dated as of June 28, 2019

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Jersey City

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease/sell to Lessee, and Lessee agrees to lease/purchase from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the periodic rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest and a portion of each Rent Payment is paid as and represents the payment of principal, all as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.
5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall
evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee
signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or
cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable
Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions
established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a)
Lessee has signed and delivered the Schedule and Schedule A-1; (b) no Event of Default shall have occurred
and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as
amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse
change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably
satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee
in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents,
which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage
required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4)
Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body,
duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such
documents and certificates relating to the tax-exempt interest payable under the Lease (including, without
limitation, IRS Form 8038-G or 8038-GC) as Lessor may request; (7) for any Schedule that is funded, in whole or
part, into an escrow account (an "Escrow Funded Schedule"), an acknowledgement of such funding arrangement
and the deposit of funds into escrow together with an escrow agreement among Lessee, Lessor and a financial
institution reasonably acceptable to Lessee and Lessor; and (8) such other documents and information previously
identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the
necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year
in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as
scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing
body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will
lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds
of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general
obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee
or the taxing power of Lessee. Furthermore, Rent Payments shall be subject to the annual appropriation of funds
sufficient to meet the required payments pursuant to N.J.S.A. Section 18A:20-4.2(f) or N.J.S.A. Section 40A:11-
15, as the case may be.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent
Payments or other payments due under a Lease and if other funds are not available for such payments, then a
"Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a)
Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such
failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all,
of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof;
and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided,
that Lessee shall pay all Rent Payments and other amounts due in that fiscal year and payable under the affected
Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall
pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails
to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which
appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT
LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE
MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON
LESSOR'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING
WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR
AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE
AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR’S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer’s or Supplier’s product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee’s sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee’s specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer’s or Supplier’s product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Solely for purposes of compliance with New Jersey Administrative Code Section 5:34-3.3, ownership of Equipment described in each Lease shall be with Lessor and held as collateral security for the Secured Obligations. For all other purposes, including for purposes of state and local taxation, accounting and budgeting, operation, use, third party liability, worker’s liability, insurance and titling under applicable vehicle titling laws in the State of New Jersey, the ownership of and title to all the Equipment described in each Lease shall be with Lessee. For each Lease, if Lessee pays all of the Rent Payments for its entire Lease Term as set forth in the Payment Schedule to such Lease and pays in full all of its other obligations under such Lease for its entire Lease Term or if Lessee exercises its option under Section 15 of this Master Lease as it relates to such Lease and pays the full amount due under said Section 15, then Lessee shall be deemed to have exercised its option to acquire ownership of such Equipment and all of Lessor’s rights and interests in the Equipment shall automatically be transferred to Lessee on an “AS-IS, WHERE-IS” basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor. Lessee acknowledges and agrees that Lessor does not and will not operate, control, use, repair, maintain or have possession of any Equipment and that Lessor has no control over Lessee’s operation, control, use, repair, maintenance or possession of any Equipment.

8.2 Notwithstanding anything to the contrary in Section 8.1 above, as collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all rights and interests of Lessee in all of the Equipment (now existing or hereafter acquired), including, without limitation, Lessee’s leasehold rights in all Equipment, and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto. For purposes of applicable state law, Lessee agrees that Lessee shall be identified as the title holder of the Equipment on any certificates of title and other ownership registration documents (the “Certificates of Title”) issued for any item of Equipment which constitutes a motor vehicle, a vehicle or a trailer (hereinafter, a “vehicle”) and Lessee agrees that Lessor shall be identified as having its first and sole Lien noted on each Certificate of Title for each vehicle under applicable state law. The filing or recording of UCC financing statements and Certificates of Title are not intended to negate Lessor’s ownership of the Equipment for purposes of compliance with New Jersey Administrative Code Section 5:34-3.3, but are intended to give public notice of Lessor’s rights in the Equipment.

8.3 “Secured Obligations” means Lessee’s obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer’s instructions, and supply and
install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same. If Lessee and Lessor determine that an item of Equipment may be economically repaired after it has suffered a Casualty Loss, then: (i) Lessee and Lessor shall act in good faith in deciding whether insurance proceeds payable for such repairable Equipment will be applied to the costs of repair under clause (a) of Section 13.3 below or to payment under clause (b) of section 13.3 below; and (ii) if the decision is to repair the affected item of Equipment, then Lessee agrees to immediately repair the same and the applicable proceeds of insurance will be applied for this purpose.

13.3 If Lessor or Lessee reasonably determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either (and the applicable proceeds of insurance will be applied toward): (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.
13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney’s fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney’s fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee shall bear the risk of loss or damage to its Equipment and shall carry insurance in amounts reasonably satisfactory to Lessor protecting Lessee from the gross negligence or willful misconduct of Lessor.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor’s interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment “AS-IS, WHERE-IS,” without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE’S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee’s governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee’s properties may be bound or affected;
(e) there is no pending, or to the best of Lessee’s knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee’s ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee’s obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038-G or 8038-GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an “arbitrage bond” within the meaning of Section 148(a) of the Code or any Lease to be a “private activity bond” within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor’s determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an “Assignee”) shall have all of the rights of Lessor under the applicable Lease.

LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor’s obligations under the applicable Lease. An assignment or reassignment of any of Lessor’s right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to
exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails, for any reason other than a Non-Appropriation Event, to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18,1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease;

(f) with respect to any Escrow Funded Schedule for which a balance of funds remains in its escrow account, said balance of funds, to the extent paid by the escrow agent to Lessor, will be applied by Lessor to the payment of any amounts due and payable by Lessee under this Section 20; and/or

(g) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions
under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, including any such obligation under Sections 6 or 20 of this Master Lease, then (a) legal title to the Equipment shall be automatically vested in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the vesting of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the State of New Jersey (the "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. “Claims” means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance
Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: “Anti-Terrorism Laws” means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; “Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; “Covered Entity” means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; “Reportable Compliance Event” means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; “Sanctioned Country” means a country subject to a sanctions program maintained by any Compliance Authority; and “Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each customer that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked “Lessor’s Original” and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked “Lessor’s Original.”

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.
City of Jersey City
("Lessee")

By: ________________________________
Title: ______________________________

280 Grove Street
Jersey City, NJ 07302

PNC Equipment Finance, LLC
("Lessor")

By: ________________________________
Title: ______________________________

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215
Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Jersey City
465 Marin Blvd
J.C., NJ 07302
Hudson County

2020 Pierce Enforcer Pumper VIN#
2020 Pierce Enforcer Pumper VIN#
2020 Pierce Enforcer Pumper VIN#
2020 Pierce Arrow XT Ladder VIN#

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: June 28, 2019

(b) Amount Financed:

   i. Equipment Purchase Price $3,133,144.62
   ii. Purchase Price Deduction $0.00
      Vendor Discounts $138,358.23
      Trade In $0.00
   iii. Total Amount Financed (Equipment Purchase Price minus Down Payment, Vendor Discounts and Trade In) $3,133,144.62
LEASE SCHEDULE NO. 1188881-1
Dated As Of June 28, 2019

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated June 28, 2019

1. EQUIPMENT DESCRIPTION. As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. RENTAL PAYMENTS; LEASE TERM. The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. ESSENTIAL USE; CURRENT INTENT OF LESSEE. Lessee represents that the use of the Equipment is essential to Lessee’s proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term; to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. BANK QUALIFIED. LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

6. RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT. Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Jersey City
("Lessee")

By: ____________________________
Title: __________________________

PNC Equipment Finance, LLC
("Lessor")

By: ____________________________
Title: __________________________
VEHICLE SCHEDULE ADDENDUM
Dated As Of June 28, 2019

Lessee: City of Jersey City

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

   (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

   (b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than $500,000.00 per person insured and $1,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and $500,000.00 for damage to property of others;

   (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

   (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Jersey City
("Lessee")

By: ________________________________
Title: ______________________________

PNC Equipment Finance, LLC
("Lessor")

By: ________________________________
Title: ______________________________

Dated June 28, 2019
RESOLUTION

Municipality/Lessee: City of Jersey City

Principal Amount Expected To Be Financed: $3,133,144.62

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC or its assignee, if any ("Lessor") shall act as Lessor under said Leases,

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the _ OR _ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.
Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____________, 2019.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Jersey City

Signature of Secretary/Clerk of Municipality [SEAL]

Print Name: ____________________________

Official Title: __________________________

Date: ________________________________
CERTIFICATE OF INCUMBENCY

Lessee: City of Jersey City

Lease Schedule No.: 1188881-1 Dated: June 28, 2019

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name Title Signature

Name Title Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: ________________________________

Official Title: ________________________________

Date: ________________________________
Form of Opinion of Counsel

(To Be Typed on Attorney's Letterhead Stationary)

Date: June 28, 2019

Lessee: City of Jersey City

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. 1188881-1 dated June 28, 2019, together with its Master Lease-Purchase Agreement dated June 28, 2019, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of New Jersey (the "State") duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney
INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

City of Jersey City, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

   
   
   to issue: (check to indicate coverage)

   a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC, and/or its assigns as Loss Payee.

      Coverage Required: Termination Value Specified

   b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

      Minimum Coverage Required:

      $500,000.00 per occurrence
      $1,000,000.00 aggregate bodily injury liability
      $500,000.00 property damage liability

   Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

   a. All risk, physical damage in the amount specified in 1(a) above.

   b. Public liability for not less than the amounts specified in 1(b) above.

   Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Jersey City

By: ________________________ Title: ______________________________
Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC, or its Assignee must be named Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than $1,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns
995 Dalton Ave.
Cincinnati, OH 45302

Please send a FAX copy of certificate to Cheryl Lopez at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC, as Lessor
995 Dalton Ave.
Cincinnati, OH 45302

Please call Cheryl Lopez 1-800-820-9041, ext. 4, if you have any questions.
FOUR PARTY AGREEMENT
Dated as of June 28, 2019

Lessee means City of Jersey City

"Lease Schedule" means Lease Schedule No. 1188881-1 dated June 28, 2019, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Fire & Safety Services, Ltd.

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

| Purchase Price:        | $3,271,502.85 |
| Vendor Discounts:      | $138,358.23   |
| Advance Payment Date:  | June 28, 2019 |

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

| Lessee Down Payment: | $0.00 |
| Trade In:            | $0.00 |
| Amount Financed:     | $3,133,144.62 |

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the Anticipated Delivery Date set forth below.

| Anticipated Delivery Date: | September 28, 2020 |

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the Outside Delivery Date set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

| Outside Delivery Date: | November 28, 2020 |

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in subparagraph 4(b) of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed
Equipment:

(a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
(b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in paragraph 5 for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Jersey City
(“Lessee”)

By: ______________________________
Title: ____________________________

Pierce Manufacturing Inc.
(“Pierce”)

By: ______________________________
Title: ____________________________

PNC Equipment Finance, LLC
(“Lessor”)

By: ______________________________
Title: ____________________________

Fire & Safety Services, Ltd.
(“Supplier”)

By: ______________________________
Title: ____________________________
Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 1188881-1

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate. "Lessor" shall be deemed to include the successors and assigns of PNC Equipment Finance, LLC.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

   ACCEPTANCE DATE: ______________________

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Jersey City
("Lessee")

By: ________________________________

Title: ________________________________
Guidelines and Expectations for Titled Vehicle Leasing

Thank you for choosing PNC Equipment Finance, LLC ("PNCEF") for your vehicle financing needs. Please refer to the Guidelines and Expectations outlined below to guide you through the transfer of title and vehicle registration process.

FOR OUR LESSEES/BORROWERS:

Sales Tax Exemption Certificate (for Leases only)
- If your business is eligible for sales tax exemption status, please provide a Sales Tax Exemption Certificate to PNCEF prior to signing your lease documentation. For tax exempt over-the-road trucks, please provide an ICC Carrier Certificate in addition to the Sales Tax Exemption form.

If the Lessee/Borrower is completing title work and/or registration:
- The vendor or prior vehicle owner will provide you with a completed MSO or Title and Title Application. You are responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

FOR VENDORS OR PRIOR VEHICLE OWNERS:

Proof of Origination/Owrenship
- Please provide PNCEF with a copy of the FRONT side of the MSO, or Current Title and Title Application.

If the Vendor or Prior Owner is completing title work and/or registration...
- PNCEF must receive a copy of the Title Application and BACK SIDE of the Title/MSO showing Lessee/Borrower as Owner and PNCEF as Lienholder prior to releasing funds.

TITLE INFORMATION:

- New title listing PNCEF should appear as follows:

  Owner: City of Jersey City

  Lienholder: "PNC Equipment Finance, LLC"

Original Titles/MSO
- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and PNCEF as Lienholder must be mailed to PNCEF within 60 days of registration. PNCEF will retain all titles subject to the terms of the Lease/Loan.

Mail Title/MSO(s) to the following address:
- PNC Equipment Finance, Attn: Collateral Department, 995 Dalton Avenue, Cincinnati, OH 45203
- For questions, please call our Client Care Department at 513-455-2323
Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

   City of Jersey City
   465 Marin Blvd
   J.C., NJ 07302
   Hudson County

   2020 Pierce Enforcer Pumper VIN#
   2020 Pierce Enforcer Pumper VIN#
   2020 Pierce Enforcer Pumper VIN#
   2020 Pierce Arrow XT Ladder VIN#

2. LEASE PAYMENT SCHEDULE.

   (a) Accrual Date: June 28, 2019

   (b) Amount Financed:

   i. Equipment Purchase Price $3,271,502.85
   ii. Purchase Price Deduction $0.00
   iii. Vendor Discounts $138,358.23
   iv. Trade In $0.00

   iii. Total Amount Financed (Equipment Purchase Price
       minus Down Payment, Vendor Discounts and Trade In) $3,133,144.82
FOUR PARTY AGREEMENT
Dated as of June 28, 2019

Lessee means City of Jersey City

"Lease Schedule" means Lease Schedule No. 1188881-1 dated June 28, 2019, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Fire & Safety Services, Ltd.

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

   - Purchase Price: $3,271,502.85
   - Vendor Discounts: $138,358.23
   - Advance Payment Date: June 28, 2019

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

   - Lessee Down Payment: $0.00
   - Trade In: $0.00
   - Amount Financed: $3,133,144.62

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the Anticipated Delivery Date set forth below.

   Anticipated Delivery Date: September 28, 2020

   (b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the Outside Delivery Date set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

   Outside Delivery Date: November 28, 2020

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in subparagraph 4(b) of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed
Equipment:

(a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment.

(b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

(c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in paragraph 5 for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Jersey City
("Lessee")

By: __________________________

Title: _________________________

Pierce Manufacturing Inc.,
("Pierce")

By: __________________________

Title: _________________________

Fire & Safety Services, Ltd.
("Supplier")

By: __________________________

Title: _________________________

PNC Equipment Finance, LLC
("Lessor")

By: __________________________

Title: _________________________

Citv of Jersey City
("Lessee")

By: __________________________

Title: _________________________

Pierce Manufacturing Inc.,
("Pierce")

By: __________________________

Title: _________________________

Fire & Safety Services, Ltd.
("Supplier")

By: __________________________

Title: _________________________
Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 1188881-1

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate. "Lessor" shall be deemed to include the successors and assigns of PNC Equipment Finance, LLC.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

   ACCEPTANCE DATE:________________________

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Jersey City
("Lessee")

By: _________________________________

Title: ________________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CLG Insurance
172 Main Street
Nanuet, NY 10954
Kathleen E. Bradley
845-623-3434
Kathleen.E.Bradley@clginsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Property Casualty
36161
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERSAGES

<table>
<thead>
<tr>
<th>INSR A/B</th>
<th>TYPE OF INSURANCE</th>
<th>EXCER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>DAMAGE TO RENTED PREMISES/JA OCURRENCE</td>
<td>$300,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>MED EXPS (Any one person)</td>
<td>$5,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PRODUCTS EXCESS AGG</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>BODY INJURY (Per person)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>BODY INJURY (Per accident)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>AGGREGATE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td>E.L EACH OCCIDENT</td>
<td>$500,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td>E.L DISEASE - 6 A EMPLOYED</td>
<td>$500,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td>E.L DISEASE - POLICY LIMIT</td>
<td>$500,000</td>
</tr>
<tr>
<td>A</td>
<td>Garage Dealers</td>
<td>X RETENTION $</td>
<td>$0</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 4 apparatus being purchased - 3 pumpers and 1 midmount aerial tower.
Thank you for choosing PNC Equipment Finance, LLC ("PNCEF") for your vehicle financing needs. Please refer to the Guidelines and Expectations outlined below to guide you through the transfer of title and vehicle registration process.

FOR OUR LESSEES/BORROWERS:

Sales Tax Exemption Certificate (for Leases only)
- If your business is eligible for sales tax exemption status, please provide a Sales Tax Exemption Certificate to PNCEF prior to signing your lease documentation. For tax exempt over-the-road trucks, please provide an ICC Carrier Certificate in addition to the Sales Tax Exemption form.

If the Lessee/Borrower is completing title work and/or registration:
- The vendor or prior vehicle owner will provide you with a completed MSO or Title and Title Application. You are responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

FOR VENDORS OR PRIOR VEHICLE OWNERS:

Proof of Origination/Ownership
- Please provide PNCEF with a copy of the FRONT side of the MSO, or Current Title and Title Application.

If the Vendor or Prior Owner is completing title work and/or registration...
- PNCEF must receive a copy of the Title Application and BACK SIDE of the Title/MSO showing Lessee/Borrower as Owner and PNCEF as Lienholder prior to releasing funds.

TITLE INFORMATION:

- New title listing PNCEF should appear as follows:

  Owner: City of Jersey City
  Lienholder: "PNC Equipment Finance, LLC"

Original Titles/MSO
- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and PNCEF as Lienholder must be mailed to PNCEF within 60 days of registration. PNCEF will retain all titles subject to the terms of the Lease/Loan.

Mail Title/MSO(s) to the following address:
- PNCE Equipment Finance, Attn: Collateral Department, 995 Dalton Avenue, Cincinnati, OH 45203
- For questions, please call our Client Care Department at 513-455-2323
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

CLG Insurance
172 Main Street
Nanuet, NY 10954
Kathleen E. Bradley

**CONTACT**

845-623-3434

certificates@clginsurance.com

**INSURED**

Fire & Safety Services Ltd
200 Ryan Street
South Plainfield, NJ 07080

**POLICY NUMBER**

6SO-9K1582G5-COF-1S
AD-9K72245B-19 CAG
CUP-5N3777120-7IL-19

**CERTIFICATE NUMBER:**

A

**TYPE OF INSURANCE**

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

EACH OCCURRENCE

LIMITS

$1,000,000

$300,000

$5,000

$1,000,000

$2,000,000

$2,000,000

$5,000,000

$5,000,000

$100,000

$500,000

$500,000

$500,000

$6,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: 4 apparatus being purchased – 3 pumpers and 1 midmount aerial tower.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**CERTIFICATE HOLDER**

City of Jersey City
465 Marin Blvd.
Jersey City, NJ 07302

**ACORD 25 (2016/03)**

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
I am requesting approval for the updated leasing (see attached) for the fire apparatus. It was updated due to NJ laws with reference to leasing at a maximum of 10 years. So we could not defer two of the apparatus at the same cost the following year.

Director Shea instructed Janis to do the leasing this way.

Please respond back as soon as possible, we need these apparatus as soon as possible.

Thank you.

Steve

Steven J. McGill
Chief of Department
Jersey City Department of Public Safety - Division of Fire
465 Marin Blvd.
Jersey City, N.J. 07302
Office: (201) 547-4247
Work Cell: (201) 401-8301
Servare cum Virtute, Fortitudine, Facilitate et Devotione

*** CONFIDENTIAL ***
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Please include Director Shea and myself in your request for approvals.

Please see the attached cover letter and schedule of payments for the three pumpers and one ladder to be built beginning in 2019 after PO is issued. As per Director Shea, there will be no deferred production date.

Feel free to call me if you have questions.

Janis Feuchack, Fiscal Analyst
Dept of Public Safety/Division of Fire
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN - END CONTRACT WITH ASCAPE LANDSCAPE AND CONSTRUCTION CORPORATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY-OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-555, approved on June 28, 2017, awarded a one-year open - end contract for $124,150.00 to Ascape Landscape and Construction Corporation for maintenance of irrigation systems at numerous City-owned facilities for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-563, approved on June 13, 2018, exercised the first option to renew the contract for a total contract amount of $127,253.75; and

WHEREAS, Resolution No. 18-563, approved on June 13, 2018, exercised the first option to renew the contract for a total contract amount of $127,253.75; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of June 28, 2019 and ending on June 27, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $130,816.85; and

WHEREAS, funds in the amount of $5,000.00 are available in the Division of Park Maintenance Operating Account No. 19-01-201-28-375-310;

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Ascape Landscape and Construction Corporation for maintenance of irrigation systems at numerous City-owned facilities for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;

2) The renewal contract is for a one-year period effective as of June 28, 2019, and the total cost of the contract shall not exceed $130,816.85;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH ASCAPE LANDSCAPE AND CONSTRUCTION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 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, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 19-01-201-28-375-310 for payment of the above resolution. $5,000.-

Requisition # 0188923

Purchase Order # 134006

PS/sb
June 10, 2019

APPROVED: Patrick G. Stanaitis, DPW Director
APPROVED AS TO LEGAL FORM: Corporation Counsel
APPROVED: Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>WATTERMAN</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td>ROBINSON</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.

Rolando W. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-ENDED CONTRACT WITH ASCAPE LANDSCAPE AND CONSTRUCTION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Park Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Sammy Ocasio</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4449</td>
<td><a href="mailto:socasio@jenj.org">socasio@jenj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-356-7763</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.)

- To provide maintenance of irrigation systems at numerous City owned facilities.
- 19 Locations – see attached list.
- Open – end contract.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Cost</th>
<th>Contract term (include all proposed renewals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-28-375-310(Park Operating)</td>
<td>This is the final option to renew.</td>
</tr>
<tr>
<td>Total contract amount =$130,816.85</td>
<td>06/28/19 to 06/27/20</td>
</tr>
<tr>
<td>Temporary Encumbrancy =$5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Type of award

Contract renewal – Public Bid

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Director  Date
**LIST OF PRICES:**

**Item No. 1 - Seasonal Start-Up Service**

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Bid Price for Seasonal Start-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Mary Benson, Mersles Ave. &amp; Newark Ave.</td>
<td>$500.00</td>
</tr>
<tr>
<td>B.</td>
<td>Country Village Park (McCormick), Sycamore Rd., Bet Briarwood Rd. &amp; Crossgate Road</td>
<td>$500.00</td>
</tr>
<tr>
<td>C.</td>
<td>Roberto Clemente Little League, 450-464 Manila Ave</td>
<td>$600.00</td>
</tr>
<tr>
<td>D.</td>
<td>Gateway Park (Dick Scary/Old Colony), Bulght St. Manila Ave</td>
<td>$600.00</td>
</tr>
<tr>
<td>E.</td>
<td>Brook Jones Park (Including Franco Field), Right St. @ Brunswick St</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>F.</td>
<td>Lafayette Park (Rev. Excel Webb), Lafayette and Van Horne Street</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>G.</td>
<td>Recreational Complex, Merceles &amp; Grand Streets</td>
<td>$750.00</td>
</tr>
<tr>
<td>H.</td>
<td>Metro Field (Courtney Pritchione LL, 179 Westside Ave</td>
<td>$750.00</td>
</tr>
<tr>
<td>I.</td>
<td>Pershing Field, 201 Central Ave</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>J.</td>
<td>Lincoln Park West Field, Lincoln Park West of Routes 1 &amp; 9</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>K.</td>
<td>Summit Ave Fire House, Summit and Laidlaw Ave</td>
<td>$500.00</td>
</tr>
<tr>
<td>L.</td>
<td>City Hall, Montgomery &amp; Grove St</td>
<td>$500.00</td>
</tr>
<tr>
<td>M.</td>
<td>M.L.K. Center, 125 M.L.K. Drive &amp; Dwight St</td>
<td>$500.00</td>
</tr>
<tr>
<td>N.</td>
<td>Pallisade Fire House, Pallisade and Congress St.</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

P. Gateway Park Blight St. Manor Ave (Dick Scary/old Colony)  
Q. Cypress Field (Including Franco Field)  
R. Lafayette Complex Merceles & Orand Streets  
S. Metfield 179 Westside Ave (Courtney Pritchione LL)  
T. Pershing Field 201 Central Ave  
U. Lincoln Park West Field Lincoln Park West of Routes 1 & 9  
V. Summit Ave Fire House Summit and Laidlaw Ave  
W. City Hall Montgomery & Grove St  
X. M.L.K. Center 125 M.L.K. Drive & Dwight St  
Y. Pallisade Fire House, Pallisade and Congress St. page 29
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>O. Court House</td>
<td>Summit and Newkirk St.</td>
<td>$700.00</td>
</tr>
<tr>
<td>P. Caven Point</td>
<td>Caven Point Road and Garfield</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Q. Van Vast Park</td>
<td>Montgomery and Jersey Avenue</td>
<td>$700.00</td>
</tr>
<tr>
<td>R. Berry Lane Park</td>
<td>Garfield Avenue</td>
<td>$700.00</td>
</tr>
<tr>
<td>S. Canco Park</td>
<td>50 Day Street</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

TOTAL BID PRICE ITEM 

$5,400.00

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including trucks and other equipment.
BID PROPOSAL  
(Continued)

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval by the City's Purchasing Agent.

A. 450 Hours Estimated Quantity) Times $12.50 / Hour = $5,625.00  
New Jersey Licensed Irrigation Contractor

B. 375 Hours (Estimated Quantity) Times $10.00 / Hour = $3,750.00  
Unit Cost Helper

TOTAL BID PRICE ITEM #2 (In Writing) Seven Hundred Fifty Thousand Dollars ($750,000.00) (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROOF, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

ITEM NO. 3 - PARTS ALLOWANCE

Including in the total price will be the sum of Fifteen Thousand ($15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specification under Year Round Service.

Fifteen Thousand  
(In Writing)  $15,000.00  
(In Figures)
GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE

One Hundred Twenty-four Thousand one Hundred fifty $ 124,150.00
(In Writing) = $ (In Figures)

The contract will be awarded on the grand total amount for Item nos. 1 through 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price will be the increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the index rate for the (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increases, rounded to the nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ASCAPE LANDSCAPE AND CONSTRUCTION CORPORATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-555, approved on June 28, 2017, awarded a one-year contract in the amount of $124,150.00 to Ascape Landscape and Construction Corporation for maintenance of irrigation systems at numerous City owned facilities for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of June 28, 2018 and ending on June 27, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $127,263.75; and

WHEREAS, funds in the amount of $5,500.00 are available in the Division of Park Maintenance Operating Account No. 18-01-201-38-375-319.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Ascape Landscape and Construction Corporation for maintenance of irrigation systems at numerous City owned facilities for the City of Jersey City (City), Department of Public Works, Division of Park Maintenance;

2) The renewal contract is for a one-year period effective as of June 28, 2018, and the total cost of the contract shall not exceed $127,263.75;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 at sec. 7;

4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget; and

5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 at sec. 7.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ASCAPE LANDSCAPE AND CONSTRUCTION CORPORATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 18-01-201-28-375-514 for payment of the above resolution.

Requisition # 0183869

Purchase Order # 129427

May 25, 2018

[Signature]  
APPROVED  
[Signature]  
APPROVED AS TO LEGAL FORM  
[Signature]  
Not Required  
APPROVED  

<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>Yon</td>
<td>✓</td>
<td></td>
<td></td>
<td>Rivera</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>Watterman</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boghiano</td>
<td>✓</td>
<td></td>
<td></td>
<td>Robinson</td>
<td>✓</td>
<td></td>
<td></td>
<td>Lavarro, Pres</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
May 2, 2019

City of Jersey City
Department of Public Works
13-15 Linden Avenue East 3rd Floor
Jersey City, NJ 07305
Attn: Elizabeth Harley

Dear Ms. Harley

This is a letter of confirmation stating we accept the renewal and terms of the contract in regard to the Irrigation Maintenance for the City of Jersey City/Division of Park Maintenance. Please find along with this letter the signed renewal packets and the Business Registration Certificate for the State of New Jersey.

Sincerely,

[Signature]

Stuart Chaitin
President
Ascape Landscape & Construction Corp.
April 12, 2019

Ascape Landscape Construction Corp
634 Route 363 Blaurelt NY 10916
Attn- Suart Chaitin, President

Dear Mr. Chaitin

Your present contract for Irrigation Maintenance for the City of Jersey City/Division of Park Maintenance is due to expire June 28, 2019. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until June 6, 2019 and at that time we will be contracting the Bureau of Labor Statistics for the number. Please confirm this renewal and terms in writing A.S.A.P. Please return all forms and returned along with your confirmation letter and Business Registration Information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabet@jcnj.org.

Sincerely,

Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals


Play to Play Information
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supv. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@jcnj.org
EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27
CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO
EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 30:5-33 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

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. 30:5-33 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Stuart Chaitin President
Representative's Signature: [Signature]
Name of Company: [Name of Company]
Tel. No.: [Tel. No.]
Fax No.: [Fax No.]
Date: [Date]

AA-10
<table>
<thead>
<tr>
<th>TRADE OR CRAFT</th>
<th>TRADE OR CRAFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ASBESTOS WORKER</td>
<td>10. PLUMBER</td>
</tr>
<tr>
<td>2. BRICKLAYER OR MASON</td>
<td>11. ROOFER</td>
</tr>
<tr>
<td>3. CARPENTER</td>
<td>12. SHEET METAL WORKER</td>
</tr>
<tr>
<td>4. ELECTRICIAN</td>
<td>13. SPRINKLER FITTER</td>
</tr>
<tr>
<td>5. GLAZIER</td>
<td>14. STEAMFITTER</td>
</tr>
<tr>
<td>6. HVAC MECHANIC</td>
<td>15. SURVEYOR</td>
</tr>
<tr>
<td>7. IRONworker</td>
<td>16. TILER</td>
</tr>
<tr>
<td>8. OPERATING ENGINEER</td>
<td>17. TRUCK DRIVER</td>
</tr>
<tr>
<td>9. PAINTER</td>
<td>18. LABORER</td>
</tr>
<tr>
<td>10. PLUMBER</td>
<td>19. OTHER</td>
</tr>
</tbody>
</table>

Thereby certify that the foregoing statement made by me are true. I am aware that any of the foregoing statements are
willfully false, is subject to prosecution.

Stuart Chaitin President

(845) 353-6600

Authorized (Signature) 5/2/19

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION AND COMPLIANCE MONITORING PROGRAM

Initial Project Workforce Report Construction

For assistance on completing the form, go to http://www.state.nj.us/labor/construction_compliance/monitors.htm

<table>
<thead>
<tr>
<th>CONTRACTS</th>
<th>TRADE NAME</th>
<th>TRADE CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13423653</td>
<td>Landscape</td>
<td>0091</td>
</tr>
<tr>
<td>1646947</td>
<td>Blauvelt</td>
<td>NJ 07719</td>
</tr>
</tbody>
</table>

| CONTRACTOR'S NAME: Landscape Maintenance Systems, Asbestos Maintenance Systems, Blauvelt, NJ 07719 |
| CONTRACTOR'S ADDRESS: 13423653 Landscape Maintenance Systems, Blauvelt, NJ 07719 |
| CONTRACTOR'S PHONE NUMBER: 973-456-1234 |
| CONTRACTOR'S EMAIL: landscape@system.com |

<table>
<thead>
<tr>
<th>STATE OF NEW JERSEY</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF LABOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&amp; WORKFORCE DEVELOPMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION AND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMPLIANCE MONITORING PROGRAM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey (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 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 other law.

[Signatures]

Representative's Name/Title/Print: Stuart Chaitin President

Name of Company: CRACKERMANN LANDSCAPE CONST CORP

Date: 5/12/99

AA-15
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: Ascape Landscape Const Corp
Address: 834 Route 303 Blauvelt, NY 10913
Telephone No.: 845.358.6500
Contact Name: Stuart Chaikin

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (MWBB)
- [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: Escape Landscape Const Corp
Address: 634 Route 308 Briarcliff, NY 10920
Telephone No.: 845-358-6500
Contact Name: Stuart Chaitin

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.
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Maintenance of Irrigation
Contractor: Landscape Const. Corp.

Bid Am't: $124,150

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Check appropriate column)</td>
<td></td>
<td>Minority</td>
</tr>
<tr>
<td>We will not be subletting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action.

CONTINUED ON NEXT PAGE
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter).

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

**Project:** maintenance of irrigation  
**Contractor:** ascarp landscape const corp.  
**Bid Am: S 124,150.**

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will not be subletting</td>
<td></td>
<td>Minority</td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action.

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx S Value</th>
<th>Minority or Woman Owned Business</th>
<th>Check appropriate column</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers? We make every effort to contract with minority or women-owned businesses first.

Name of Contractor: Oscape Landscape Const Corp

By: [Signature]

Type or print name/title: Stuart Chaitin, President

Telephone No: [845] 658 6500 Date: 5/2/16

For City Use:

Acceptable M/W Business Participation levels for this Project: __________________________

By: __________________________ Date: __________________________
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx. $ Value</th>
<th>To Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check appropriate column

Minority | Woman | Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers? We make every effort to contract with minority or women owned businesses first.

Name of Contractor

By: Signature

Type or print name/title: Stuart Chaitin President

Telephone No: (858) 358-6500 Date: 5/14/95

For City Use:

Acceptable M/W Business Participation levels for this Project:

By: ___________________________ Date: ___________________________

PURCHASING COPY
STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to:

SECTION A - COMPANY IDENTIFICATION

1. PID. NO. OR SOCIAL SECURITY 133423953
2. TYPE OF BUSINESS
   [ ] 1. MFG  [ ] 2. SERVICE  [ ] 3. WHOLESALE
   [ ] 4. RETAIL  [ ] 5. OTHER
3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 65

4. COMPANY NAME
   Ascape Landscape & Construction Corp

5. STREET 634 Route 303
   CITY Blauvelt
   COUNTY Rockland
   STATE NY
   ZIP CODE 10913

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)
   CITY
   STATE
   ZIP CODE

7. CHECK ONE: IS THE COMPANY:
   [ ] SINGLE-ESTABLISHMENT EMPLOYER
   [ ] MULTI-ESTABLISHMENT EMPLOYER

8. IF MULT-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT
    CITY City Of Jersey City
    COUNTY Hudson
    STATE NJ
    ZIP CODE 07305

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

   JOB CATEGORIES
   - [ ] Officials/ Managers
   - [ ] Professionals
   - [ ] Technicians
   - [ ] Sales Workers
   - [ ] Office & Clerical
   - [ ] Craftworkers (skilled)
   - [ ] Operatives (semi-skilled)
   - [ ] Laborers (unskilled)
   - [ ] Service Workers

   All Employees
   Essential Male
   Essential Female
   Permanent/Minority/Non-Minority Employer Breakdown
   Male:
   Black
   Hispanic
   Amer Indian
   Asian
   Female:
   Black
   Hispanic
   Amer Indian
   Asian
   Male:
   Non Minor
   Female:
   Non Minor

   Total:
   Male:
   Female:
   Non Minor
   The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED
   [ ] 1. Visual Survey [ ] 2. Employment Record [ ] 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
    From: 4/1/2018
    To: 04/01/2019

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?
    [ ] 1. YES [ ] 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
    MO. DAY, YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)
    Meredith Russo
    SIGNATURE

17. ADDRESS NO. & STREET
    634 Route 303
    CITY Blauvelt
    COUNTY Rockland
    STATE NY
    ZIP CODE 10913
    PHONE (AREA CODE, NO. EXTENSION) 845-353-6500
Certificate Number: 608695

Registration Date: 09/2018
Expiration Date: 10/05/2020

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Ascape Landscape & Construction Corp.

Responsible Representative(s):
Stuart Chaitin, President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.
Certificate of Authority to Collect Connecticut Use Tax

Use Only at This Location:
ASCAPE LANDSCAPE & CONSTRUCTION CO
PO BOX 679
NEW CITY NY 10956-0679

Richard Nicholson
Commissioner of Revenue Services

Department of Revenue Services
State of Connecticut
25 South Street
Hartford CT 06106-5032

Certificate of Authority to Collect Connecticut Use Tax

Use Only at This Location:
ASCAPE LANDSCAPE & CONSTRUCTION CO
PO BOX 679
NEW CITY NY 10956-0679

Richard Nicholson
Commissioner of Revenue Services
<table>
<thead>
<tr>
<th><strong>State of New Jersey</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Registration Certificate</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>ASCAPE LANDSCAPE &amp; CONSTRUCTION CORP.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>634 RTE 303</td>
</tr>
<tr>
<td></td>
<td>BLAUVELT, NY 10913</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0214130</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>June 13, 2006</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>For Office Use Only:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>20060613143317187</td>
</tr>
</tbody>
</table>
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 June 14, 2019** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (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: Cresape Landscape Const Corp

Signed: **Stuart Chauvin**
Title: President

Print Name: Stuart Chauvin

Date: **5/21/19**

Subscribed and sworn before me this 21st day of May, 2019.

My Commission expires October 13, 2019

Lissa M Westbrook
Notary Public - State of New York
No. 07-602522-4
Qualified in Rockland County
My Commission Expires October 13, 2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH NEWARK ASPHALT CORPORATION TO PROVIDE ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-554, approved on June 28, 2017, awarded a one-year open – end contract for $143,500.00 to Newark Asphalt Corporation for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-748, approved on August 15, 2018, exercised the first option to renew the contract for a total contract amount of $147,518.00; and

WHEREAS, Resolution No. 18-748, approved on August 15, 2018, exercised the first option to renew the contract for a total contract amount of $147,518.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of July 1, 2019 and ending on June 30, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $149,361.97; and

WHEREAS, funds in the amount of $5,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-211;

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

1) The Mayor or Business Administrator is authorized to renew the agreement with Newark Asphalt Corporation for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of July 1, 2019, and the total cost of the contract shall not exceed $149,361.97;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NEWARK ASPHALT CORPORATION TO PROVIDE ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 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, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-211 for payment of the above resolution. $5,000.

Requisition # 0188675

Purchase Order # 133900

May 24, 2019

[Signatures]

APPROVED: Patrick G. Stamper, DPW Director

APPROVED AS TO LEGAL FORM

[Signatures]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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></td>
<td>✓</td>
<td></td>
<td></td>
<td></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.
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH NEWARK ASPHALT CORPORATION TO PROVIDE ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Doug Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432</td>
<td><a href="mailto:dcarlucci@jenj.org">dcarlucci@jenj.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 asphalt materials.
- Hot and cold patch.
- This is an open – end contract.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings Operating)
Total Contract amount = $149,361.97
Temporary Encumbrancy = $5,000.00

Contract term (include all proposed renewals)
07/01/19 to 06/30/20. This is the final option to renew.

Type of award Public Bid – Contract Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director [Signature] Date 3/7/19

Signature of Purchasing Director [Signature] Date

[Handwritten note: Initials and date]
This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item or as stated below. **Vendor must bid on the maximum number***

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
<th>PRICE PER TON</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Patch (F.A.B.C.)</td>
<td>0 ton</td>
<td>2,000 tons</td>
<td>$ 65.00</td>
<td>$ 130,000.00</td>
</tr>
<tr>
<td>Cold Patch (Bituminous Concrete)</td>
<td>0 ton</td>
<td>100 tons</td>
<td>$ 135.00</td>
<td>$ 13,500.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 143,500.00</td>
</tr>
</tbody>
</table>

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

**GRAND TOTAL PRICE ITEMS 1 AND 2**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 and 2. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

One hundred forty three thousand five hundred dollars and 00/100

(In Writing) $ 143,500.00

(In Figures)

The contract will be awarded based on the grand total amount for items 1 and 2. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one-year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.
Resolution of the City of Jersey City, N.J.

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-554, approved on June 28, 2017, awarded a one-year contract in the amount of $143,500.00 to NEWARK ASPHALT CORPORATION for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of July 1, 2018 and ending on June 30, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is $147,318.00; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 18-01-201-26.29-211.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with NEWARK ASPHALT CORPORATION for asphalt materials for the City of Jersey City (City), Department of Public Works, Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of July 1, 2018, and the total cost of the contract shall not exceed $147,318.00;

3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget; and

5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NEWARK ASPHALT CORPORATION TO PROVIDE ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 18-01-201-26-291-211 for payment of the above resolution.

Requisition # 018.4432
Purchase Order # 12.9188

July 11, 2018
Approved 7/30/18

Certification Required

APPROVED AS TO LEGAL FORM

APPROVED

<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>FRINZ-ARSEY</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SOLDMON</td>
<td></td>
<td></td>
<td></td>
<td></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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LAVARDO, 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.

Married R. Laveiro, Jr., President of Council

Robert Byrne, Corp. Clerk

Pg. # 2
### CPI-All Urban Consumers (Current Series)

**Series Id:** CUSR8000SA0

- **Seasonally Adjusted:** Yes
- **Series Title:** All items in U.S. city average, all urban consumers, seasonally adjusted
- **Area:** U.S. city average
- **Item:** All items
- **Base Period:** 1982-84=100

#### Download:

**Year** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **HALF1** | **HALF2**
---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
2008 | 211.174 | 212.687 | 213.448 | 213.942 | 213.206 | 213.463 | 213.916 | 213.990 | 213.153 | 213.288
2012 | 227.642 | 228.324 | 228.607 | 229.167 | 228.713 | 228.690 | 228.919 | 228.013 | 227.628 | 225.249 | 224.721
2017 | 244.028 | 244.102 | 245.717 | 245.087 | 243.011 | 244.032 | 245.236 | 245.562 | 246.392 | 247.583 | 247.411 | 247.910
2018 | 249.245 | 249.619 | 249.462 | 250.019 | 250.635 | 250.657

### 12-Month Percent Change

**Series Id:** CUSR8000SAD

- **Seasonally Adjusted:** Yes
- **Series Title:** All items in U.S. city average, all urban consumers, seasonally adjusted
- **Area:** U.S. city average
- **Item:** All items
- **Base Period:** 1982-84=100

#### Download:

**Year** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **HALF1** | **HALF2**
---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
2008 | 4.3 | 4.1 | 4.0 | 3.9 | 4.1 | 4.3 | 5.5 | 5.3 | 5.0 | 3.7 | 1.1 | 0.0
2009 | -0.1 | 0.0 | -0.4 | -0.6 | -1.0 | -1.2 | -1.5 | -1.4 | -1.2 | -1.9 | -2.1 | 2.8
2010 | 2.6 | 3.1 | 2.8 | 3.1 | 3.4 | 3.6 | 3.8 | 3.7 | 3.5 | 3.5 | 3.4 |
2011 | 2.9 | 2.9 | 2.6 | 2.3 | 1.7 | 1.7 | 1.7 | 1.9 | 2.2 | 1.8 | 1.8 |
2012 | 1.7 | 1.7 | 1.7 | 1.5 | 1.7 | 1.7 | 1.5 | 1.7 | 1.7 | 1.7 | 1.7 |
2013 | 1.6 | 1.6 | 1.6 | 1.5 | 1.6 | 1.6 | 1.7 | 1.7 | 1.6 | 1.3 | 0.7 |
2014 | -1.2 | -0.5 | -0.0 | -0.1 | 0.0 | 0.2 | 0.2 | 0.2 | 0.0 | 0.1 | 0.4 | 0.7 |
2015 | 1.2 | 1.3 | 1.3 | 1.0 | 1.1 | 1.0 | 1.0 | 0.9 | 1.2 | 1.5 | 1.6 | 1.7 |
2016 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
2017 | 2.5 | 2.5 | 2.4 | 2.2 | 1.9 | 1.6 | 1.7 | 2.0 | 2.2 | 2.2 | 2.2 | 2.1 |
2018 | 2.1 | 2.1 | 2.1 | 2.4 | 2.4 | 2.7 | 2.8 | 2.8 | 2.8 | 2.8 | 2.8 | 2.8 |
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NEWARK ASPHALT CORP. TO PROVIDE ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE:

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on June 6, 2017 to provide asphalt materials for the Department of Public Works/Division of Buildings & Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for two (2) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder’s proposal; and

WHEREAS, Newark Asphalt Corp. submitted the low bid in the amount of $143,500.00; and

WHEREAS, the sum One Hundred Forty Three Thousand, Five Hundred ($143,500.00) Dollars, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Newark Asphalt Corp. to be fair and reasonable; and

WHEREAS, the sum of Five Thousand $5,000.00 is available in Operating Account No. 01-201-28-291-211;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Newark Asphalt Corp. for the Department of Public Works/Division of Buildings & Street Maintenance;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one-year terms pursuant to specifications and bids therefor;

3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder’s proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
NEWARK ASPHALT CORP., TO PROVIDE ASPHALT MATERIALS FOR THE
DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET
MAINTENANCE.

6. The award of this contract shall be subject to the condition that the contractor provide
satisfactory evidence of compliance with the Affirmative Action Amendments to the Law
Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, [Signature] (Donna Macei), Chief Financial Officer, certify
that there are sufficient funds available for the payment of the above resolution in the Account
shown below:

<table>
<thead>
<tr>
<th>Department of Public Works/Division of Park Maintenance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act # 61-201-20-291-211</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>P.O. # 226394</td>
<td></td>
</tr>
<tr>
<td>Temp. Exemps.</td>
<td></td>
</tr>
<tr>
<td>TOTAL CONTRACT: $143,500.00</td>
<td></td>
</tr>
</tbody>
</table>

Approved by [Signature] Peter Rolando, Director of Purchasing
6/16/17

APPROVED: [Signature] Joanne Mundorff, Corporate Counsel
Certification Required: ☑
Not Required: ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-28-17

<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>GAJESKI</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GABBEN</td>
<td>✓</td>
<td></td>
<td></td>
<td>OSBORN</td>
<td>✓</td>
<td></td>
<td></td>
<td>NUTTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGSIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARO, PRES</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☑ Indicates Vote
X Indicates No Vote
N.V. = Not Voting (Absent)

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

[Signatures]
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equity Opportunity for Individuals with Disability

The contractor and the [Redacted] of Newark Asphalt Corp. (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 thereunto, 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 shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor and provide the contractor 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: Joseph Biggica/General Manager
Representative's Signature: [Redacted]
Name of Company: Newark Asphalt Corp.
Tel. No.: 973-482-3503 Date: June 3, 2019
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 (Printed) Joseph Biggins/General Manager
Representative's Signature

Name of Company Newark Asphalt Corp.
Tel. No. 973-462-3503 Date: June 3, 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: Newark Asphalt Corp.
Address: Foot of Passaic Street Newark, New Jersey 07104
Telephone No: 973-482-3503
Contact Name: Joseph Biggica

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: Newark Asphalt Corp.
Address: Foot of Passaic Street Newark, New Jersey 07104
Telephone No: 973-482-3503
Contact Name: Joseph Biggica

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ Minority & Woman Owned Business (MWBE)
_____ Woman Owned Business (WBE)  _____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2019 to 15-APR-2026.

NEWARK ASPHALT CORP.
FOOT OF PASSAIC STREET
NEWARK NJ 07104

ELIZABETH MAHER MUOIO
State Treasurer
Taxpayer Identification# 221-809-912/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarr for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Please see attached</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></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: Newark Asphalt Corp.
Signature of Affiant: __________________________ Title: General Manager
Printed Name of Affiant: Joseph Blodgett Date: June 3, 2019

Subscribed and sworn before me this _3_ day of June, 2019.

My Commission expires: October 23, 2022

(Jessica Barkaszi)
Commission # 2426411
Notary Public, State of New Jersey
My Commission Expires
October 23, 2022

(Witnessed or attested by)

(Seal)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ___________________________ (name of business entity) has not made any reportable contributions in the **one-year period preceding ___________________________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ___________________________ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Newark Asphalt Corp.

Signed ______________________________ Title: General Manager

Print Name: Joseph Beggica Date: June 3, 2019

Subscribed and sworn before me this 3 day of June, 2019

My Commission expires: October 23, 2022

JESSICA BARKASZI Commission # 2426411 Notary Public, State of New Jersey My Commission Expires October 23, 2022

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Newark Asphalt Corp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Foot of Passaic Street</td>
</tr>
<tr>
<td>City:</td>
<td>Newark</td>
</tr>
<tr>
<td>State:</td>
<td>New Jersey</td>
</tr>
<tr>
<td>Zip:</td>
<td>07104</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*

Joseph Biggica

Printed Name

General Manager

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>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>None</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Newark Asphalt Corp.
Foot of Passaic Street
Newark, N.J. 07104 - 3808
Operator Assisted 873-482-3503
Fax - Main Office 873-265-3539

Newark Asphalt Corp. was incorporated on October 30, 1966 under the Laws of the State of New Jersey. The Company’s identification Numbers are: Federal 22-1809916 and State 206139. Chapter 33 of the 1977 Public Laws of the State of New Jersey require disclosure of the following lists of corporate officers. 100% of the Stock of Newark Asphalt Corp. is owned by the stockholders listed below.

OFFICERS

Joseph M. Nepp - President and Registered Agent
6 Knollwood Drive
West Orange, N.J. 07052
152-35-2342

Frank M. Grecco, Jr. - Vice-President
3 Allenby Road
Scotch Plains, N.J. 07076
149-50-6051

Daniel Corvelli - Secretary - Treasurer
14 Wolfe Run Court
Long Valley, N.J. 07853
167-60-6668

<table>
<thead>
<tr>
<th>STOCKHOLDERS</th>
<th>VOTING SHARES</th>
<th>NON-VOTING SHARES</th>
<th>PERCENTAGE OF OUTSTANDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trust f/b/o Robert Grecco</td>
<td>114</td>
<td>26</td>
<td>8.5%</td>
</tr>
<tr>
<td>781 Norgate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfield, N.J. 07090</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank M. Grecco, Jr.</td>
<td>35.5</td>
<td>37.75</td>
<td>4.5%</td>
</tr>
<tr>
<td>3 Allenby Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scotch Plains, N.J. 07076</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Grecco</td>
<td>35.5</td>
<td>37.75</td>
<td>4.5%</td>
</tr>
<tr>
<td>103 Hargreest Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flemington, N.J. 08622</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allison Grecco Sorens</td>
<td>0</td>
<td>38.5</td>
<td>6.0%</td>
</tr>
<tr>
<td>36 Helen Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fanwood, N.J. 07023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irene M. Corvelli</td>
<td>0</td>
<td>625</td>
<td>38.1%</td>
</tr>
<tr>
<td>27 Randolph Place</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Orange, N.J. 07052</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joseph M. Nepp</td>
<td>626</td>
<td>1</td>
<td>38.3%</td>
</tr>
<tr>
<td>5 Knollwood Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Orange, N.J. 07052</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Shares Outstanding</td>
<td>613</td>
<td>626</td>
<td>100%</td>
</tr>
</tbody>
</table>
TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH PARA PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR THE JERSEY CITY MUNICIPAL COURT

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution 18.704, approved on July 18, 2018, awarded a one year contract in an amount not to exceed $80,000.00 to Para Plus Translations, Inc. (Para Plus) to provide interpreting services for the City of Jersey City Municipal Court; and

WHEREAS, the contract will expire on June 30, 2019; and

WHEREAS, the City of Jersey City (City) is in the process of bidding for a new contract and expects to receive bids in July 2019; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, it is necessary to extend the contract with Para Plus on a month-to-month basis not to exceed three months while the City completes the bidding process for a new contract; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, the total cost of the contract extension is $3,000.00 per month; and

WHEREAS, funds in the amount of $6,000.00 are available in Account No. 1-201-43-490-312.

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

1. the extension of the contract with Para Plus Interpreters, Inc. for providing interpreters for the Municipal Court on a month-to-month basis not to exceed three months beginning on July 1, 2019 is approved;

2. the cost of the contract per month shall not exceed the sum of $6,000.00; and

3. notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Elizabeth Castillo, Acting Chief Financial Officer certify that there are sufficient funds available for the payment of the above resolution in Account No. 1-201-43-490-312, $6,000.00.

Record of Council Vote on Final Passage:

<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>N.V.</td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td>✓</td>
<td>N.V.</td>
<td>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
<td>N.V.</td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td>✓</td>
<td>N.V.</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>N.V.</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>N.V.</td>
</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 R. 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 EXTENSION OF A CONTRACT WITH PARA PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR THE JERSEY CITY MUNICIPAL COURT

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Municipal Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jennifer Drago</td>
<td>Management Assistant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-209-6745</td>
<td><a href="mailto:JDrago@jcnj.org">JDrago@jcnj.org</a></td>
</tr>
<tr>
<td>Name/Title</td>
<td>Wendy Razzoli</td>
<td>Court Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-209-6728</td>
<td><a href="mailto:Razzoli@jcuj.org">Razzoli@jcuj.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 purpose of this resolution is to extend the contract for interpreting services with Para Plus Translations, Inc. for two (2) months. It is necessary to extend the contract with Para Plus on a month-to-month basis not to exceed two months while the City completes the bidding process for a new contract.

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director

[Date]

[Signature]

Signature of Purchasing Director

[Date]
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Steven Fulop 2021
Lavarro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-Arey for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon for Council 2021
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.

Name of Stock or Shareholder | Home Address
---|---
Sonia M. Santiago | 503 Eldredge Ave., Cape May, NJ 08204
Robert Santiago III | 345 Avondale Avenue, Haddonfield, NJ 08033
Carlos D. Santiago | 1216 High Street, Haddon Heights, NJ 08035

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: Para-Plus Translations, Inc.
Signature of Affiant: [Signature]
Printed Name of Affiant: Robert Santiago III
Title: Chief Operating Officer
Date: May 13, 2019

Subscribed and sworn before me this 13th day of May, 2019.

My Commission expires: April 25, 2021

(Witnessed or attested by)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Para-Plus Translations, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 2019** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Para-Plus Translations, 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: Para-Plus Translations, Inc.

Signed ________________________________ Title: Chief Operating Officer

Print Name: Robert Santiago III Date: May 13, 2019

Subscribed and sworn before me this 13th day of May, 2019

My Commission expires: ________________________________

JAKE ALEXANDER
Notary Public, State of New Jersey
My Commission Expires April 25, 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.**
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, affecational 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, affecational 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
NJ.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 NJ.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title [Print]: Robert Santiago III, Chief Operating Officer
Representative's Signature: _______________________________________________________________________
Name of Company: Para-Plus Translations, Inc.
Tel. No.: 856-547-3695 Date: 05-13-19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________ (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. § 12132 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

[Signature]
Robert Santiago III

[Signature]
Name of Company: Para-Plus Translations, Inc.

Tel No.: 856-547-3695
Date: 05-13-19
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: Para-Plus Translations, Inc.
Address: 2 Coleman Avenue
Telephone No.: 856-547-3695
Contact Name: Robert Santiago III

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.

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAY 2016 to 15 MAY 2023

PARA - PLUS TRANSLATIONS, INC.
2 COLEMAN AVE.
CHERR HILL NJ 08034

FORD M. SCUDDER
Acting State Treasurer
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: Para-Plus Translations, Inc.
Address: 2 Coleman Avenue
City: Cherry Hill State: NJ Zip: 08034

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

Robert Santiago III
Chief Operating Officer

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
This certificate acknowledges PARA-PLUS TRANSLATIONS INC is a MWBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.

Issued: November 23 2018
Certificate Number: 73106-12

Expiration: November 22, 2021
Dear Certification Applicant:

Your company has been certified as a Minority Business Enterprise and/or Women Business Enterprise (MBE/WBE) by The State of New Jersey. Your certificate is enclosed.

Your status in the New Jersey Selective Assistance Vendor Information (NJSAVI) database is assured. If you require any information in your company profile to be updated in the future, please let us know in writing at the above address, so that we can make the necessary changes.

Your MBE/WBE certification is valid for three years. On or before your third anniversary date, you must reapply for a 3-year period, submitting a completed application, and a check or money order in the amount of $100.00.

The MBE/WBE application can be downloaded from the link below:

http://www.nj.gov/njbusiness/contracting/

Annually the business must submit, not more than 20 days prior to the anniversary of the certification notice, an “Annual Verification Statement” in which it shall attest that there is no change in the ownership, revenue, eligibility or control of the business in accordance with NJAC 17:46-1.4.

The Annual Verification Form can be downloaded from the link below:

http://www.state.nj.us/njbusiness/contracting/documents/MBE%20WBE%20Annual%20Verification%20Form.pdf

Should you have any questions or need assistance, you may call the office at (609) 292-2146 between 9:00 AM and 5:00 PM, Monday through Friday.

Sincerely,

Small Business Registration & M/WBE/VOB Certification Services Unit
New Jersey Department of the Treasury
Division of Revenue & Enterprise Services
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC./WINDSTREAM ENTERPRISE FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funding is required to provide voice and data telecommunication network services to land telephone lines, primary rate interface lines and the internet; 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, Broadview Networks Inc./Windstream Enterprise, P.O. Box 9242, Uniondale, New York 11555, is in possession of State contract A85017, and will provide voice communication network services for a total contract amount of one hundred fourteen thousand dollars ($114,000.00); 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>01-201-31-435-620</td>
<td>133899</td>
<td>A85017</td>
<td>$114,000.00</td>
<td>$25,000.00</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 Broadview Networks, Inc./Windstream Enterprise in the amount of $114,000.00 for voice communication network services;

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 June 12, 2019 through June 11, 2020;

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 permanent budget and in the subsequent fiscal year budget.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC./WINDSTREAM ENTERPRISE FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR 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 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>01-201-31-435-620</td>
<td>133899</td>
<td>A85017</td>
<td>$114,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Folgado, Director of Purchasing

June 10, 2019

Date

ADMITTED TO LEGAL FORM

APPROVED:

Business Administrator

APPROVED:

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></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.

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 AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC./WINDSTREAM ENTERPRISE FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>INFORMATION TECHNOLOGY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>BERNADETTE KURCAZUK</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4313</td>
<td><a href="mailto:BKurczuk@jcnj.org">BKurczuk@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

The city currently has traditional voice telecommunication services under state contract with Broadview. The City is gradually retiring and replacing the voice telecommunications services with Voice over IP telephone systems. We must continue to have and pay for our existing telephone services until a transition can be completed.

This resolution extends our current services under state contract until August when we anticipate the new solution will be implemented.

Cost (Identify all sources and amounts)  Contract term (Include all proposed renewals)

Acct: 01-201-31-435-620  1 YEAR
Amount: $114,000.00

Type of award  STATE CONTRACT

Additional Information

Provide voice and data telecommunication network services to land telephone lines, primary rate interface lines and the internet.

I certify that all the facts presented herein are accurate.

BERNADETTE KURCAZUK  11/Jan/2019
Signature of Department Director  Date

Peter Folgado, QPA, RPPO  1/Jan/19
Date
WINDSTREAM ENTERPRISE
FORMERLY BROADVIEW
PO BOX 70268
PHILADELPHIA, PA 19176-0268

Account Number: 201-324-AAAD 342
Invoice Number: 18288306
Invoice Date: 4/12/19
Due Date: 5/1/19

TOTAL AMOUNT DUE: $66,030.01
BILL PERIOD: 3/12/19-4/11/19

PAID $28,762.95
BAL DUE: $37,267.06

<table>
<thead>
<tr>
<th>BILLING SUMMARY DESCRIPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAKE ALL YOUR EMPLOYEES MORE...</td>
</tr>
<tr>
<td>Previous Balance</td>
</tr>
<tr>
<td>Payment Received - Thank You!</td>
</tr>
<tr>
<td>Adjustments</td>
</tr>
<tr>
<td>Balance Forward</td>
</tr>
<tr>
<td>Services</td>
</tr>
<tr>
<td>Line Charges, Features &amp; Fees</td>
</tr>
<tr>
<td>Usage</td>
</tr>
<tr>
<td>Taxes &amp; Surcharges</td>
</tr>
<tr>
<td>Total Current Charges</td>
</tr>
<tr>
<td>Total Amount Due</td>
</tr>
</tbody>
</table>

Questions? Please contact your Service Manager, George Michaelides at 866-244-1000.

Special Messages This Month

- Broadview is now Windstream Enterprise.
- Effective May 1, 2019, you may see a change to Operator Services rates.
- Overnighted payments can be sent to: First Data Remitco/Broadview Networks, 400 White Clay Drivs, Newark, DE 19711 Tel#: (302) 781-1702
- You should not experience any changes in your services or contacts with Windstream Enterprise as a result of this rebranding.

Remittance

Name: CITY OF JERSEY CITY
Account Number: 201-324-AAAD
Payment due on/before: 5/1/19
Total Amount Due: $66,030.01
Amount Enclosed

Please return this stub with your check made payable to "Broadview Networks" by 5/1/19

Please note your account number 201-324-AAAD on your check.

BROADVIEW NETWORKS
PO BOX 70268
PHILADELPHIA, PA 19176-0268

0000000000020190412201324AAAD00600066030012
**Account Number:** 201-324-AAAD 342  
**Invoice Number:** 18245182  
**Invoice Date:** 3/12/19  
**Due Date:** 3/31/19  
**TOTAL AMOUNT DUE:** $56,587.59  
**BILL PERIOD:** 2/12/19 - 3/11/19

---

### BILLING SUMMARY DESCRIPTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>$47,300.85</td>
</tr>
<tr>
<td>Payment Received - Thank You!</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>$47,300.85</td>
</tr>
<tr>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>Line Charges, Features &amp; Fees</td>
<td>$6,025.14</td>
</tr>
<tr>
<td>Usage</td>
<td>$464.37</td>
</tr>
<tr>
<td>Taxes &amp; Surcharges</td>
<td>$2,797.23</td>
</tr>
<tr>
<td>Total Current Charges</td>
<td>$9,286.74</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$56,587.59</td>
</tr>
</tbody>
</table>

---

**Special Messages This Month**

- Broadview is now Windstream Enterprise.
- Overnighted payments can be sent to: First Data Remitco/Broadview Networks, 400 White Clay Drive, Newark, DE 19711. Tel# (302) 781-1702
- You should not experience any changes in your services or contacts with Windstream Enterprise as a result of this rebranding.

Visit us online at www.broadviewnet.com

---

**Remittance**

<table>
<thead>
<tr>
<th>Name:</th>
<th>CITY OF JERSEY CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>201-324-AAAD</td>
</tr>
<tr>
<td>Payment due on/before:</td>
<td>3/31/19</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$56,587.59</td>
</tr>
<tr>
<td>Amount Enclosed</td>
<td></td>
</tr>
</tbody>
</table>

Please return this stub with your check made payable to Broadview Networks by 3/31/19.

Please note your account number 201-324-AAAD on your check.
# Billing Summary Descriptions

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>$37,965.79</td>
</tr>
<tr>
<td>Payment Received - Thank You!</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>$37,965.79</td>
</tr>
<tr>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>Line Charges, Features &amp; Fees</td>
<td>$6,024.16</td>
</tr>
<tr>
<td>Usage</td>
<td>$519.06</td>
</tr>
<tr>
<td>Taxes &amp; Surcharges</td>
<td>$2,791.84</td>
</tr>
<tr>
<td>Total Current Charges</td>
<td>$9,335.06</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$47,300.85</td>
</tr>
</tbody>
</table>

# Questions?
- Broadview is now Windstream Enterprise.
- Overnighted payments can be sent to: First Data Remitco/Broadview Networks, 400 White Clay Drive, Newark, DE 10711. Tel#: (302) 781-1702.
- You should not experience any changes in your services or contacts with Windstream Enterprise as a result of this rebranding.

---

**Remittance**

- Name: CITY OF JERSEY CITY
- Account Number: 201-324-AAAD
- Payment due on/before: 3/3/19
- Total Amount Due: $47,300.85

Please return this stub with your check made payable to Broadview Networks by 3/3/19. Please note your account number 201-324-AAAD on your check.
Account Number: 201-324-AAAD 342
Invoice Number: 18155798
Invoice Date: 1/12/19
Due Date: 1/31/19
TOTAL AMOUNT DUE: $37,965.79
BILL PERIOD: 12/12/18 - 1/11/19

### BILLING SUMMARY DESCRIPTIONS

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>Payment Received - Thank You!</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Balance Forward</td>
<td>Line Charges, Features &amp; Fees</td>
<td>$6,024.16</td>
</tr>
<tr>
<td></td>
<td>Usage</td>
<td>$428.52</td>
</tr>
<tr>
<td></td>
<td>Taxes &amp; Surcharges</td>
<td>$2,750.16</td>
</tr>
<tr>
<td>Total Current Charges</td>
<td></td>
<td>$9,202.84</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td></td>
<td>$37,965.79</td>
</tr>
</tbody>
</table>

---

**Special Messages This Month**

- Broadview is now Windstream Enterprise.
- Overnighted payments can be sent to: First Data Remitco/ Broadview Networks, 400 White Clay Drive, Newark, DE 19711 Tele#: (302) 781-1702
- You should not experience any changes in your services or contacts with Windstream Enterprise as a result of this rebranding.
- NOTICE OF REMITTANCE ADDRESS CHANGE Please update your records and mail payments to: P.O. Box 70268, Philadelphia, PA 19176-0268
- Those brand changes were made to represent the transformative work we are doing to become a more, valuable and agile business partner for you.
- To learn more about the new brand promise guiding our culture, please visit windstreamenterprise.com

---

**Remittance**

<table>
<thead>
<tr>
<th>Name:</th>
<th>CITY OF JERSEY CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>201-324-AAAD</td>
</tr>
<tr>
<td>Payment due on/before:</td>
<td>1/31/19</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$37,965.79</td>
</tr>
</tbody>
</table>

Please return this stub with your check made payable to Broadview Networks by 1/31/19

Please note your account number 201-324-AAAD on your check.
TO: All Using Agencies
DATE: September 30, 2018
FROM: Gregory E. Buddie, Procurement Bureau
SUBJECT: Contract Extension: Voice Communications Network Services

Original Contract Term: 10/1/2013 to 9/30/2018
First Extension Period: 10/1/2018 to 9/30/2019

Be advised that the following Vendors have agreed to extend its contract for a period of twelve (12) months commencing on October 1, 2018 and terminating on September 30, 2019.

The Vendors are as follows:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T Corporation</td>
<td>85016</td>
</tr>
<tr>
<td>Broadview Networks</td>
<td>85017</td>
</tr>
</tbody>
</table>

All other terms, conditions, and pricing remain the same.

Please keep this amendment with the Notice of Award for future reference.
Notice of Award
Term Contract(s)

T-1297
VOICE COMMUNICATIONS NETWORK SERVICES

Vendor Information
By Vendors
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.

NOAs By Number

<p>| Index #: | T-1297 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 10/01/13 TO: 10/01/19 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |</p>
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFG/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>00003</td>
<td>COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS TRUNKS SEE SCHEDULE C FOR PRICING</td>
<td>1.000</td>
<td>LOT</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td>00006</td>
<td>COMM CODE: 915-77-085081 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: OUTBOUND TOLL CALLING SEE SCHEDULE F FOR PRICING</td>
<td>1.000</td>
<td>LOT</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td>00007</td>
<td>COMM CODE: 915-77-085082 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: TOLL-FREE CALLING SEE SCHEDULE G FOR PRICING</td>
<td>1.000</td>
<td>LOT</td>
<td>NET</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Vendor:** BROADVIEW NETWORKS  
**Contract Number:** 85017

<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFG/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: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS LINES SEE SCHEDULE A FOR PRICING</td>
<td>1.000</td>
<td>LOT</td>
<td>NET</td>
<td>N/A</td>
</tr>
<tr>
<td>COMM CODE: 915-77-085078</td>
<td>LOT</td>
<td>NET</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[COMMUNICATIONS AND MEDIA RELATED...]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUSINESS TRUNKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEE SCHEDULE C FOR PRICING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|**Downloadable RFP Documents**
(please utilize scroll bar on right side of box if necessary to view all documents)**|
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The <strong>Download All Documents</strong> 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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

---

**Hurricane Relief**
Get Covered NJ
**STATE OF NEW JERSEY**

**BUSINESS REGISTRATION CERTIFICATE**

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>BROADVIEW NETWORKS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>500 FASHION AVE FL 2A</td>
</tr>
<tr>
<td></td>
<td>NEW YORK, NY 10018-4982</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0360997</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>January 04, 1999</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>June 07, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:

20190607143831900

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2019 - 14-MAR-2020

BROADVIEW NETWORKS
900 WESTCHESTER AVE., STE. 501N
REY BROOK, NY 10573

FORD M. SCUDDER
State Treasurer
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: Broadview Networks Inc.
Address: 900 US Route 9 North Woodbridge, NJ 07095
Telephone No: 212 404-5302
Contact Name: Joy Blair

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.

Joy L. Blair

Digitally signed by Joy L. Blair
DN: cn=Joy L. Blair, ou=Broadview Networks, ou=Government Services, c=US
Date: 2016.03.16 16:54:54 -07'00'
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): Mary Jane Shaw, Analyst II
Representative's Signature: [Signature]
Name of Company: [Company Name]
Tel. No.: 202-285-3485 Date: 6/7/19

RECEIVED
JUN - 7 2019
By: JC PURCHASING
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter “owner”) do hereby agree that the provisions of Title 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative’s Name/Title/Print: Mary Jane Shaw Analyst
Representative’s Signature: [Signature]
Name of Company: [Company Name]
Tel. No.: 203-985-3485
Date: 6/7/19

RECEIVED
JUN - 7 2019
By: JC PURCHASING
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON JUNE 16, 2019 OF A CONTRACT WITH AMBER AIR INC. TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

WHEREAS, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of $244,985.00 to Amber Air Inc. to provide HVAC and boiler maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, Resolution No. 16.827, approved on December 14, 2016, exercised the first of two renewal options for a total contract amount of $244,985.00; and

WHEREAS, Resolution No. 17.953, approved on December 13, 2017, exercised the final renewal option for a total contract amount of $244,985.00; and

WHEREAS, Resolution No. 18-1096, approved on December 19, 2018 authorized a month-to-month extension of the contract not to exceed three months while the City prepared the bid specifications; and

WHEREAS, Resolution No. 19-207, approved on March 13, 2019 authorized a month-to-month extension of the contract not to exceed three months while the City prepared the bid specifications; and

WHEREAS, it is necessary to extend the HVAC and boiler maintenance contract on a month-to-month basis not to exceed three (3) months effective June 16, 2019 while the City continues to update and revise the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of $100,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-310.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON JUNE 16, 2019 OF A CONTRACT WITH AMBER AIR INC. TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

1. The extension of a contract with Amber Air Inc. to provide HVAC and boiler maintenance at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective June 16, 2019 is approved.

2. The total cost of the contract extension shall not exceed the sum of $100,000.00.

3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-310 for payment of the above resolution. $10,000.00.

Requisition # 0189926

Purchase Order # 133935

June 10, 2019
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON JUNE 16, 2019 OF A CONTRACT WITH AMBER AIR INC. TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Buildings and Street Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Douglas Carlucci</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4432, 201-390-2541</td>
<td><a href="mailto:dcarlucci@icnij.org">dcarlucci@icnij.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.)

- To provide HVAC and Boiler maintenance.
- It is necessary to extend the HVAC and boiler maintenance contract on a month-to-month basis not to exceed three (3) months while the City continues to update and revise the bid specifications.

Cost (Identify all sources and amounts)

01-201-26-290-310 (Buildings Operating)
Contract Amount = $100,000.00
Temporary Encumbrancy = $10,000.00

Contract term (include all proposed renewals)

June 16 to September 15, 2019

Type of award

Contract extension Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date

Signature of Purchasing Director  
Date
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 16, 2019 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of $244,985.00 to Amber Air to provide HVAC and boiler maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, Resolution No. 16.827, approved on December 14, 2016, exercised the first of two renewal options for a total contract amount of $244,985.00; and

WHEREAS, Resolution No. 17.953, approved on December 13, 2017, exercised the final renewal option for a total contract amount of $244,985.00; and

WHEREAS, Resolution No. 18-1096, approved on December 19, 2018 authorized a month-to-month extension of the contract not to exceed three months while the City prepared the bid specifications; and

WHEREAS, it is necessary to extend the HVAC and boiler maintenance contract on a month-to-month basis not to exceed three (3) months effective March 16, 2019 while the City continues to update and revise the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of $90,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-310.

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

1. The extension of a contract with Amber Air to provide HVAC and boiler maintenance at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective March 16, 2019 is approved.

2. The total cost of the contract extension shall not exceed the sum of $90,000.00.

3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.
RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 16, 2019 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-201-310 for payment of the above resolution.

Requisition # 0187678.

Purchase Order # 132773

February 27, 2019

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.

Ridley ☑ ☑ ☑

Prince-arey ☑ ☑ ☑

Boggiano ☑ ☑ ☑

☑ Indicates Vote

N.V.-Not Voting (Abstain)

☑ Indicates Vote

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

Robert Byrne, City Clerk

Rogerio F. Lavarre, Jr., President of Council
EQUAL EMPLOYMENT OPPORTUNITY (EEO)/AFFIRMATIVE ACTION (AA) REQUIREMENTS

FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods, Professional Service and General Service Contracts should be directed to:

Jeana F. Abuan
Public Agency Compliance Officer (P.A.C.O.)
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue, 2nd Floor
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org
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 all 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 agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conformity with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to assure 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, BBO 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, BBO 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. 17:37
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. 17:37.

Representative's Name/Title (Printed)  

Representative's Signature  

Name of Company  

Tel. No.  

Date  

EXHIBIT A
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the (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 liabilities, 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 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.

[Signatures]

[Date: 12/13/19]
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: Amber A Inc
Address: 702 Railroad Ave Union NJ 07083
Telephone No: 908-686-2646
Contact Name: Paul Cohen

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.

OFFICE OF TAX ABATEMENT & COMPLIANCE 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: Amber Alliance
Address: 702 Raulston Ave, Union NJ 07083
Telephone No: 01X-646-2016
Contact Name: FACI OXINE

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  ___ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of
15 SEP 2022 - 14 FEB 2023

AMBER AIR, INC.
702 RAHMAY AVENUE
UNION
NJ 07083

FORD M. CUGGER
Acting State Treasurer
| **STATE OF NEW JERSEY**  
|  **BUSINESS REGISTRATION CERTIFICATE**  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxpayer Name:</strong></td>
<td>AMBER AIR, INC.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **Address:** | 702 RAHWAY AVE  
| | UNION, NJ - 07083-6634 |  
| **Certificate Number:** | 0617859 |  
| **Effective Date:** | January 04, 1994 |  
| **Date of Issuance:** | September 28, 2018 |  
| **For Office Use Only:** |  
| | 20180928122489278 |
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 _______ LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding ____________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _______ 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: _______ LLC

Signed: Donna K. Connell Title: __________ Date: 6/10/08

Print Name: Donna K. Connell Date: 6/10/08

Subscribed and sworn before me this ___ day of __________ 200___

My Commission expires:

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I — Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Steven Fulop 2021</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavizzo 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
- [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>
</tr>
</thead>
<tbody>
<tr>
<td>Donna (Couvis)</td>
<td>123 SunSet Dr. HA 08829</td>
</tr>
<tr>
<td>Tom (Couvis)</td>
<td>123 SunSet Dr. HA 08829</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: Ambler 1st
Signature of Affiant: [Signature]
Title: [Title]
Printed Name of Affiant: [Printed Name]
Date: [Date]
Subscribed and sworn before me this [Date] day of [Month], [Year]

My Commission Expires [Expiration Date]
(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information
Vendor Name: Ambour Air, LLC
Address: 752 Ramay Ave
City: Union State: NJ Zip: 07083

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature
Printed Name
Title

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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
COUNCIL AS A WHOLE

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 18-356, approved on April 11, 2018 authorized a one year contract to Stantec Consulting Services, Inc. in the amount of $150,000.00 for the optimization of traffic signals at various locations throughout Jersey City; and

WHEREAS, the City of Jersey City (City) requires the professional services of an engineering firm to continue to assist in the development and implementation of traffic Safety and Capacity Improvement projects throughout the City; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract with the above scope will exceed $17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20 et seq.

WHEREAS, Stantec 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, has completed and submitted a Business Entity Disclosure Certification which certified that Stantec 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 Stantec from making any reportable contributions during the term of the contract; and

WHEREAS, Stantec submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, Stantec submitted the attached proposal dated January 1st 2019 in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) for development and implementation of Traffic Safety and Capacity Improvement Projects throughout the City; and
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 19-010 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

WHEREAS, the total contract amount for the professional services for development and implementation of Traffic Safety and Capacity Improvement Projects throughout the City shall be for a sum not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00); and

WHEREAS, funds for this expenditure are available from the following account; and

04-215-55-159-990 Req. No. 0188949 P.O. # Amount $250,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a); and

WHEREAS, the resolution authorizing the award and the agreement must be available for public inspection; and

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

1. The Mayor or Business Administrator hereby is authorized to execute a professional services agreement in substantially the form of the attached, with Stantec Consulting Services, Inc. to provide services for a total contract amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00).

2. The term of the contract shall be twelve (12) months, effective upon execution of the Agreement by the City officials.

3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40A:11-5(1)(a)(i).

4. A notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within ten (10) days of the adoption of this Resolution.

5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

6. The award of this contract shall be subject to the condition that Stantec provide 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 THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 19-010 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Elizabeth Castillo (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Account No: 04-215-55-159-990  Reg. No: 0188949  P.O. No: # 134099  Amount: $250,000.00

APPROVED: Andrew Visconti, PE, Director of Traffic & Transportation

APPROVED: Jose R. Calia, PE, CME, CFWM, CRP, City Engineer

APPROVED: Business Administrator

CORPORATION COUNSEL

Certification Required ☑  Not Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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>FRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZAREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<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>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.Y.: Not Voting (Abstain)

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

Robert L. 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 AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 19-010 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jose R. Cunha, PE, CME</td>
<td>Chief Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-54-6986</td>
<td><a href="mailto:jcunha@jcnj.org">jcunha@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

The purpose of this resolution is to authorize a professional engineering contract to Stantec in matters relating to traffic engineering to improve the safety and efficiency of the roadway network.

Projects completed under the last contract included:
- Road diet feasibility studies for Bergen Avenue, Washington Avenue, and Greene Street;
- Signal timing adjustments along Tonnelle Avenue, Columbus Drive, and Grand Street;
- A pilot exclusive pedestrian phase project at Journal Square and McGinley Square;
- A traffic signal warrant analysis at Arlington Park;
- Traffic count collection at various locations throughout the City for warrant analyses;
- A detailed queuing analysis of Montgomery Street; and
- Additional public outreach and design efforts for the Grand Street Road Diet project.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>AcctNo:</th>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-215-55-159-990</td>
<td>CAPITAL</td>
<td>$250,000.00</td>
</tr>
</tbody>
</table>

Twelve (12) Months

Type of award | fair/open

If “Other Exception”, enter type

Additional Information

Similar projects can be expected under the proposed contract with an increased focus on implementing the goals established in the Vision Zero Action Plan. Specifically, engineering tasks committed to in the Action Plan include:
- Incorporating the speed hump program into a broader traffic calming policy;
- Preparation of concept development studies for 2 miles of protected bike lanes per year;
- Evaluation of 30 of the most dangerous intersections along the HIN per year;
- Increased use of Leading Pedestrian Intervals at traffic signals;
- Establishing metrics to track improvements associated with traffic calming projects; amongst others.

I certify that all the facts presented herein are accurate.

Andrew Vischio , PE, Director of Traffic & Transp.  6/13/19

Jose R. Cunha, PE, CME, Chief Engineer  6/13/19

Signature of Department Director

Date
DATE : June 13, 2019

TO : Rolando Lavarro, Council President and Municipal Council

FROM : Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T

SUBJECT : Resolution to Award Professional Services Contract
ON-CALL TRAFFIC ENGINEERING SERVICES
Jersey City Project No. 19-010T

Attached for your consideration is a Resolution authorizing award of a professional services agreement between the City and Stantec Consulting Services, from 365 West Passaic Street, Suite 175, Rochelle Park, NJ for the On-Call Traffic Engineering Services.

Stantec Consulting Services submitted the attached proposal dated January 1, 2019 in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) for the subject project.

This contract total amount of Two Hundred and Fifty Thousand Dollars ($250,000.00) will be funded with City Capital Account No. 04-215-55-159-990.

sp

Attachments

C: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst
To: Andrew Vischio, PE
Company: City of Jersey City
Address: 13-15 Linden Avenue East, Jersey City, NJ 07305
Phone: 201-547-4419
Date: June 6, 2019
Delivery: FedEx

From: Adam Catherine

For Your Information
For Your Approval
For Your Review
As Requested

Confirmation of receipt: ___________________________
(signature)

Reference: Traffic Engineering Services 2019

Thank you for the opportunity to continue to provide traffic engineering services to the City of Jersey City. Enclosed is our cover letter, 2019 rate table, and required forms. Please let me know if you need any additional information.

Stantec Consulting Services Inc.

Adam Catherine PE, PTOE, ENV SP
Senior Associate

Phone: 856 234 0800 ext 5040
Fax: 856 234 5926
Adam.Catherine@stanlec.com
Dear Mr. Vischio,

Stantec Consulting Services, Inc. (Stantec) understands that the City of Jersey City periodically requires traffic engineering design assistance, including traffic signal design, signal optimization, signing and striping plans, and traffic studies, among other tasks. We appreciate the opportunity to continue to provide these services on an on-call basis.

We propose to conduct these services in accordance with the attached schedule of hourly rates to an upset limit of $250,000, which would not be exceeded without prior written approval. Services rendered under this contract will be defined by a set number of hours utilized, or a pre-establish task with a previously approved scope and fee. It is anticipated that services will be provided from one of our offices; however, we can provide onsite personnel as needed.

We understand that issues may arise that need to be responded to in a timely manner. Stantec is committed to providing the right staffing to meet the City's schedule needs.

We greatly appreciate this opportunity and look forward to continuing our work for Jersey City.

Best regards,

Adam Catherine, PE, PTOE, ENV SP
Senior Associate

Phone: (856) 234-0800 ext 5542
Fax: (856) 234-5926
Adam.Catherine@stantec.com
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal In Charge</td>
<td>$245</td>
</tr>
<tr>
<td>Russell Saputo, PE</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$170</td>
</tr>
<tr>
<td>Adam Catherine, PE, PTOE</td>
<td></td>
</tr>
<tr>
<td>Transportation Design Lead</td>
<td>$191</td>
</tr>
<tr>
<td>Michael O' Donnell, PE</td>
<td></td>
</tr>
<tr>
<td>Traffic Engineer Lead</td>
<td>$155</td>
</tr>
<tr>
<td>Matthew Maher, PE, PTOE</td>
<td></td>
</tr>
<tr>
<td>Traffic Signal Design Lead</td>
<td>$135</td>
</tr>
<tr>
<td>Kati DiRaimondo, PE</td>
<td></td>
</tr>
<tr>
<td>Transportation Designer</td>
<td>$131</td>
</tr>
<tr>
<td>Traffic Analyst</td>
<td>$121</td>
</tr>
<tr>
<td>Field/CAD Technician</td>
<td>$110</td>
</tr>
<tr>
<td>Graphic Designer</td>
<td>$121</td>
</tr>
<tr>
<td>Administrator</td>
<td>$100</td>
</tr>
<tr>
<td>14-Hour Miovision Intersection Count (Vehicles, Heavy Vehicles, Buses, Bikes and Pedestrians on Crosswalks)</td>
<td>$605</td>
</tr>
<tr>
<td>4-Hour Miovision Intersection Count (Vehicles, Heavy Vehicles, Buses, Bikes and Pedestrians on Crosswalks)</td>
<td>$245</td>
</tr>
</tbody>
</table>
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am ____________________________ Vice President

of the firm of ____________________________ Stantec Consulting Services Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) ________________________________

Russell Saputo, PE, ENV SP, Vice President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY June 3, 2019

[Signature of affiant under signature]

[Name of affiant under signature]

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2031

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
STATEMENT OF OWNERSHIP DISCLOSURE


This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Stantec Consulting Services Inc.

Organization Address: 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)
(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mustang Acquisition Holdings Inc.</td>
<td>10160 112 Street, Edmonton, Alberta, Canada T5K 2L6</td>
</tr>
<tr>
<td></td>
<td>(Stantec Consulting Services Inc. is 100% owned by Mustang Acquisition Holdings Inc.)</td>
</tr>
<tr>
<td>Stantec Technology International Inc.</td>
<td>10160 112 Street, Edmonton, Alberta, Canada T5K 2L6</td>
</tr>
<tr>
<td></td>
<td>(Mustang Acquisition Holdings Inc. is 100% owned by Stantec Technology International Inc.)</td>
</tr>
<tr>
<td>Stantec Inc.</td>
<td>10160 112 Street, Edmonton, Alberta, Canada T5K 2L6</td>
</tr>
<tr>
<td></td>
<td>(Stantec Technology International Inc. is 100% owned by Stantec Inc.)</td>
</tr>
</tbody>
</table>
If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stantec Inc. is a publicly-traded company on the NYSE and TSX, and no individual person or entity owns a 10% or greater interest.</td>
<td></td>
</tr>
</tbody>
</table>
Statement of Ownership of Stantec Consulting Services Inc.

(additional information)

Mustang Acquisition Holdings Inc. is 100% owned by Stantec Technology International Inc., 10160 – 112 Street, Edmonton AB T5K 2L6

Stantec Technology International Inc. is 100% owned by Stantec Inc., 10160 – 112 Street, Edmonton AB T5K 2L6

Stantec Inc. is a publicly traded company on the NYSE and TSX and no individual person or entity owns a 10% or greater interest.

You can find the public filings for Stantec Inc. at:

SEC – Annual Report:
https://www.sec.gov/Archives/edgar/data/1131383/000119312517052894/0001193125-17-052894-index.htm

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>Russell Saputo, PE, ENV SP</th>
<th>Title:</th>
<th>Vice President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
<td>Date:</td>
<td>June 3, 2019</td>
</tr>
</tbody>
</table>

SIGNATURE: ____________________________

TITLE: ________________________________

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY June 3 OF 2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Julie Pescatore, Senior Office Administrator

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Steven Fulop for Mayor 2017
Lavarrrom for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council
Mira Prinz-Arcy for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon 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></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></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:

Signature of Affiant: __________________________ Title: __________________________

Printed Name of Affiant: __________________________ Date: __________________________

Subscribed and sworn before me this ___ day of ______.

My Commission expires:

JULIE PESCATORE
NOTARY PUBLIC, STATE OF NEW JERSEY
NO. 2273803
QUALIFIED IN BERGEN COUNTY
COMMISSION EXPIRES 10/31/21
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: | Stantec Consulting Services Inc. |
| Address: | 365 West Passaic Street, Suite 175 |
| City: | Rochelle Park | State: | NJ | Zip: | 07662 |

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.

Russell Saputo, PE, ENV SP
Vice 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>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

☐ 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 _________________________ (name of business entity) has not made any reportable contributions in the **one-year period preceding _________________________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _________________________ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _________________________

Signed: _________________________ Title: _________________________

Print Name: _________________________ Date: _________________________

Subscribed and sworn before me this _3_ day of June, 2019.


JULIE PESCAROSE
NOTARY PUBLIC, STATE OF NEW JERSEY
NO. 2273803
QUALIFIED IN BERGEN COUNTY COMMISSION EXPIRES 10/21/21

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 3, 2008) shall be deemed to be a violation of the Ordinance.**
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company’s receipt, knowledge and commitment to comply with:

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Russell Saputo, PE, ENV SP, Vice President
Representative’s Signature: [Signature]
Name of Company: Stantec Consulting Services Inc.
Tel. No.: (201) 518-3301 Date: June 3, 2019
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2019 - 01-NOV-2020.

STANTEC CONSULTING SERVICES, INC.
1971 ROUTE 34, 2ND FLOOR
WALL TWP. NJ 07719

Ford M. Scudder
State Treasurer
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ______ City ______ of Jersey City ______ (hereafter "owner") do hereby agree that the provisions of Title II 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 claims for legal services and any and all costs and other expenses arising from such action or administrative proceeding incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Russell Saruto, PE, ENV SP, Vice President
Representative's Signature: 
Name of Company: Stantec Consulting Services Inc.
Tel. No.: (201) 518-3301 Date: June 3, 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: Stantec Consulting Services Inc.
Address: 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662
Telephone No.: (201) 518-3301
Contact Name: Russell Saputo, PE, ENV SP, Vice President

Please check applicable category:

____ Minority Owned Business (MBE)  ____ Minority & Woman Owned Business (MWBE)

____ Woman Owned Business (WBE)  ____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Stantec Consulting Services Inc.

Address: 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662.

Telephone No.: (201) 518-3301

Contact Name: Russell Saputo, PE, ENV SP, Vice President

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
STANTEC CONSULTING SERVICES INC.

ADDRESS:
2250 BRIGHTON-HENRIETTA TOWNH.
ROCHESTER NY 14623-2706

EFFECTIVE DATE:
01/29/08

TRADE NAME:
SEAR-BROWN GROUP

SEQUENCE NUMBER:
0057680

ISSUANCE DATE:
04/28/08

FORM-BRC(02-01)
This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.

Sincerely,

John E. Tully, CPA
Director
AGREEMENT

Agreement made this day of __________, 20___ between
the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY")
and STANTEC CONSULTING SERVICES located at 365 West Passaic St., Suite 175,
Rochelle Park, NJ 07662-3014, (hereinafter referred to as ("CONSULTANT").

WHEREAS, the CITY requires the services of a professional engineering firm
for the On-Call Traffic Engineering Services Project No. 19-010 ("Project"); and

WHEREAS, the CITY requires professional engineering services to provide
professional services in matters relating to traffic engineering i.e. optimization of traffic
signals at various locations throughout the City and preparation of engineered drawings to
implement traffic control changes and roadway safety improvement; and

WHEREAS, CONSULTANT submitted a Proposal dated January 1st, 2019,
("Consultant’s Proposal"), not to exceed the amount of Two Hundred and Fifty Thousand
($250,000.00) Dollars and No Cents, attached hereeto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to
undertake this project in matters relating to optimization of traffic signals and preparation
of engineered drawings to implement traffic control changes and roadway safety
improvement; and
WHEREAS, the CITY approved Resolution No._ on __________, 2019 awarding a professional services contract to the CONSULTANT;

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

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for CONSULTANT to provide the CITY with engineering services, for the On-Call Traffic Engineering Services, Project No. 19-010.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant’s Proposal, which is attached hereto and incorporated herein by reference. This Agreement and the Consultant’s Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement
and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Twelve (12) months, commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.
ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT’S proposal dated January 1, 2019 with a total amount not to exceed Two Hundred and Fifty Thousand Dollars ($250,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, Generally Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

   i) Commercial General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
ii) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.

iii) Automobile Liability in the amount of $1,000,000 combined single limit.

iv) Professional Liability in the amount of $2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force for a period specified below.

A. Commercial General Liability, Automobile Liability Coverage, Workmen’s Compensation Insurance, and Owner’s Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant’s final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers’ compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

**ARTICLE VI**

**Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work
and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT’S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days’ written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid
the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day’s written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX
Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.
ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds $40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death
resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV
Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV
MANDATORY BUSINESS REGISTRATION REQUIREMENTS
Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a
business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such, the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City’s Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT’S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date:

Date:

ATTEST:

STANTEC CONSULTING SERVICES

BY:

NAME
TITLE

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager
RESOLUTION AWARDING A CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. T/A CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

WHEREAS, the certified tax maps must be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

WHEREAS, the City informally solicited quotations and received a quote from Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions on December 7, 2018 in the amount of $149,900.00; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Tax Assessor has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions from making any reportable contributions through the term of the contract; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions 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 $40,000.00 are available in the 2019 fiscal year temporary budget in Account No. 2019-01-201-20-150-312;
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions for providing maintenance in a digital format of the City’s tax maps for a total contract amount not to exceed $149,900.00.

2. The contract term shall not exceed a twelve (12) month period from the date the City Council awards the contract;

3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(d);

4. Pursuant to N.J.A.C. 5:30-5.5(C), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year’s budget;

5. The award of this contract shall be subject to the condition that Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

6. 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

7. Upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq.

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that funds in the amount of $40,000.00 are available in Account No. 2019-01-201-20-150-312.

P. O. Number: 

APPROVED: ____________________________ APPROVED AS TO LEGAL FORM ________________

APPROVED: ____________________________

Business Administrator

Certification Required Yes

WITHDRAWN

RECORD OF COUNCIL VOTE ON 1

<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>YUN</td>
<td></td>
<td></td>
<td></td>
<td>PRINZ-AREY</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>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment</td>
<td>Ed Toloz</td>
<td>X 4707</td>
</tr>
</tbody>
</table>

Assessment

Tax Assessor

edward@jcnj.org

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

Contract Purpose

Digital maintenance and updates of the City’s tax maps

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

$149,900  12 months from City’s award of contract

Type of award

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
AGREEMENT made this ___ day of ____, 2019 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Adams, Rehman, and Heggan Associates, Inc. T/A Civil Solutions, 215 Bellevue Avenue, P. O. Box 579, Hammonton, New Jersey 08037-2019 (hereinafter referred to as "Consultant").

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the City’s official tax maps; and

WHEREAS, the certified tax maps must be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City’s investment in their creation; and

WHEREAS, Consultant submitted a proposal herein attached in the amount of $149,900.00 to update the City’s digital tax maps; and

NOW THEREFORE, this Agreement was authorized by Resolution _______ approved on __________, 2019.

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

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to update and maintain the City’s official tax maps.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated December 7, 2018 which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.
2. Such described services shall be performed during a period of twelve (12) months, commencing on date that the City Council awards the contract.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

AGREEMENT

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 the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices in the industry.

ARTICLE IV

Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed $149,900.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Assessor. 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.
ARTICLE V

Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Commercial General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS ($2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars ($2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS ($1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage. The City of Jersey City, its agents, servant shall be named as additional insured.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant with NJ statutory limits and Employer's Liability in the amount of $1,000,000.00.

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.

Before commencing the work, 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 period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant’s work.

ARTICLE VI

Entire Agreement

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.

ARTICLE VII

Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII

Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX

Counter-parts

This Agreement shall be executed in three counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.
ARTICLE X

Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XI

Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII

Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XIII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Civil Solutions
Attn.: ______________________

City of Jersey City
Attn.: ______________________
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 Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.
ARTICLE XVI

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.

ARTICLE XVII

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.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that 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 XIX

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $40,000.00, it shall be also 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:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00) Exhibit A is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302 attached) for contracts which exceed $40,000.00.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST: CITY OF JERSEY CITY

ROBERT BYRNE BRIAN D. PLATT
City Clerk Business Administrator

ATTEST: ADAMS, REHMAN, AND HEGGAN ASSOCIATES, INC. T/A CIVIL SOLUTIONS
Mr. Eduardo Toloza  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302  

Re: City of Jersey City  
2019 Tax Map Maintenance Proposal  
ARH #2018.0938

Eduardo:

Thank you for the opportunity to submit this price quotation for your review. We developed the scope, schedule and pricing from our previous maintenance work with your Tax Map, our discussions with the City, and our experience with other similar municipalities.

Maintaining a municipal Tax Map falls under the statutory requirements of N.J.A.C. 18:23A-1.1(a)10. The State requires the seal, signature, and license number of the New Jersey Licensed Land Surveyor revising the tax map to be affixed under the following certification:

"I hereby certify that this map has been revised under my immediate supervision, and complies with the laws of the State of New Jersey"

Civil Solutions currently has on staff eight (8) licensed Land Surveyors, three of whom are among the owners of the firm. In this respect we are eminently prepared and qualified to perform the tasks required. We will designate a Surveyor of Record for the City’s Tax Map to comply with the State’s regulations.

After a diligent and thorough evaluation of this project and its intended objectives, and after giving careful consideration to the potential obstacles and challenges that lie before us, we believe the proposal that we are submitting is both practical and cost effective. I hope you agree.

Sincerely,

Donald A Smith III  
Production Manager

Enclosures

cc: Richard Rehmann, President  
Ed Clay, PLS
Proposal for Tax Map Maintenance
City of Jersey City

Background

Civil Solutions, a division of ARH, provided consulting and quality control services during the development of a State certified Tax Map for the City of Jersey City. That map was certified by the State in 2009 and showed conditions as of October 2006. The project included changes to the block and lot numbering and the establishment of cadastral, planimetric and topographic GIS layers. Since the Tax Map's date of last revision, there have been numerous updates to the tax assessment records that have not yet been incorporated in the approved Tax Map. This proposal presents our strategy to bring the Tax Map current with the City's tax assessment data (MOD IV), remedy latent issues now discovered with the map, and restart the City's Enterprise GIS. There are a number of issues involved with that process, and we will diligently execute our plan, adjusting where needed to account for new issues, concerns and revelations.

The work proposed is a professional service governed by N.J.A.C. 18:23A-1.1(a)10. We will comply with these regulations and meet the standards of practice for Tax Mapping. All work will be supervised by a NJ Professional Land Surveyor.

The City's GIS parcels are a digital representation of the City's Tax Map. Thus, the changes to the GIS are directly reliant on the Tax Map. It is essential that changes to the Tax Map are documented and passed through to the GIS on a regular and reliable basis. The users of the GIS, both internal and external to the City, consume the data with the expectation that it is correct, current, and complete. Civil Solutions will ensure that this process occurs.

Technical Scope

The City's Tax Map is managed by the Tax Assessor with the assistance of the City Engineer. Relevant records are held by each, and we recognize that there is a level of coordination required for the successful implementation of our proposed project.

Our immediate goal is to get the digital tax map synchronized with the tax assessment data. We need to establish a baseline from which changes can be evaluated and made. I want to stress that we are not discounting the information managed by Engineering or provided by the tax map development firm. In past projects, we have gained significant clarity by establishing the tax assessment baseline first.

The next page illustrates a flow chart process for our work which is described in more detail in the following pages.
City of Jersey City
Tax Map Maintenance Process
#08-0186

- Process Tax Map
  - Retrieve relevant drawing(s)
- Process Work Order
  - Complete CHANGE REQUEST form on Web Site
  - Scan Work Order and all Supporting Documents
- Plot Deeds, Surveys, Filed Plans, etc.
  - Create GIS Parcels from Digital Tax Maps
  - Integrate MOD IV Data with GIS Parcels
  - Create GIS Feature Class for Unreconciled
  - ALL Parcels match Tax Records
    - Yes
    - No
      - GIS "Mismatch" Layer
      - Processed MOD IV Database (MDB)
      - Unreconciled Parcels & MOD IV Listings
      - Review Engineering Data
      - Review Discrepancies with Assessor
- Tax map update (please COMPLETE)
  - Make prints and send Assessor Corrected Map page(s)
  - Update on-line tax map book images
  - Log the Discrepancies
  - Edit Digital Tax Map
  - Edit Tax Data
  - Deeds, Surveys, Filed Plans, etc.
  - Working Map Files
- City of Jersey City Tax Map Maintenance Page 3
The flow chart illustrates the methodology Civil Solutions has developed, refined, adopted, and applies to all of our tax map maintenance projects (currently 39). Our systematic process has an explicit start point and proceeds step by step to the finished task. Here is a brief explanation of the steps we perform.

1) Establish a Firm Starting Point
   a) Create GIS parcels from the digital tax maps
   b) Integrate the current tax data with the GIS parcels

2) Tax Data Reconciliation
   a) Produce a tax map to tax data unreconciled listing
      i) Review listing with the Tax Assessor
   b) Make changes as necessary to the digital tax map
   c) Make changes as necessary to the tax assessment data *(requires Tax Assessor effort to complete)*
   d) Document changes

3) Review Engineering Data
   a) Document and gather relevant source information from Engineering
   b) Document Changes Based on Engineering data

4) Establish a Tax Map Maintenance Protocol
   a) Based on current processes, augmented for digital mapping and GIS
   b) Implement Tax Map Change Request Form
   c) Utilize work order-type system for documentation
   d) Cyclic Verification
      i) Create GIS parcels from the revised digital tax maps
      ii) Integrate the new, current tax data with the GIS parcels
      iii) Verify matching is maintained

The outline above is general, covering the critical path items. The following bullets provide additional explanation for our production method

- **Source Documents.** Civil Solutions recommends a controlled and written procedure for source document collection related to any data maintenance effort. The sources may include deeds, filed plans, surveys, tax map mark-ups, MOD IV records, and general notes. Each source will be associated with a particular action.
- **Map Modifications.** Each map modification requested by the City and documented with the appropriate supporting materials will be made through our internal production work order system. Each action will be tracked in a digital form and thus can be searched and viewed if needed. With the volume of mapping that we perform, our work order system certainly helps maintain order, schedules, and quality.

Our digital, web-based work order management system facilitates the entire tax map change process. Establishing each work order starts the tracking process. The documentation of each change, as well as the corresponding sources, ensures a complete set of resources for each modification. The work order listing gives everyone a complete view of the change status and history in real time. Finally, the correlation of each change request to the sources and final map products documents each action and is searchable for future investigations. Civil Solutions offers to make our work order management system available to the City to enhance the communication and management of the entire process.

We have developed a "Tax Map Change Request Form" which has proven to be effective both to document the actions to be performed and explain why an action was performed. A sample of our *Internet accessible* "Change Request" is shown below.

![Image of Tax Map Change Request Form]

<table>
<thead>
<tr>
<th>Change Request ID</th>
<th>Change Request Description</th>
<th>Status</th>
<th>Date</th>
<th>Time</th>
<th>Note</th>
<th>Change Request Source</th>
<th>Change Request Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>123456</td>
<td>Addition of New Lot</td>
<td>Open</td>
<td>01/01/2023</td>
<td>10:00</td>
<td></td>
<td>Source: Survey Data</td>
<td>Details: New Lot added to existing parcel</td>
</tr>
</tbody>
</table>

*City of Jersey City Tax Map Maintenance*
Once the form is filled out and sent to us with supporting documentation we begin our process. The form can be delivered either digitally over the Internet, or it can be sent hardcopy via fax, mail, or Civil Solutions courier. It is not always possible to provide source documentation such as subdivision maps electronically or by fax in which case physical means must be employed.

We anticipate receiving the initial backlog of source documents from the City’s Tax Assessor in bulk format. We will enter each “Work Order” into the system as we process the work, saving the City time and getting our production crew working as quickly as possible. We will provide a transfer mechanism (most likely courier) for these initial documents at a frequency acceptable to the City. We assume that all source documents are available to us at no cost.

Subsequent individual requests for map changes would be received as they are issued using our standard form. It is our understanding that only map change transactions will be supplied to Civil Solutions.

Map modifications made through our standard methodology will be processed to directly update the City’s GIS parcel layer and other related cadastral data. The new data will then be correlated with the City’s current MOD IV tax assessment data, producing a reconciliation listing for subsequent QC review.

- **Quality Control.** Quality Control (QC) is carried out through both peer and manager level reviews forming a redundant cycle to ensure the highest level of quality. Additional QC will be performed during the GIS parcel updates and subsequent tax data integration steps. We envision a significant level of interaction with the City personnel throughout the project which will enhance the overall project QC.

- **Map & Data Transfer.** Each map will be stored in digital format and made available to the City through our FTP server, as well as supplied on CD-ROM at the end of the project. Each map will be stored in both PDF image and AutoCAD DWG format. Civil Solutions will make the files available to the City at their request. In addition, we will allow the City direct and real time access to the PDF files of each tax map through our Internet-based work order management system.

Once a tax map maintenance agreement is reached, Civil Solutions will establish a Tax Map Maintenance access page for the City. The page will be accessible to any authorized Jersey City employee on a 24 hour a day, seven day a week basis, with the exception of normal maintenance. The entry portal page for the site will look similar to the one shown on the following page.
Some of the major features are listed in the center of the page as shown above. Each underscored item on the entry page is hyperlinked to take one to a specific application page.

Clicking on the Change Request hyperlink will bring up the change request form shown on page 5.

Clicking on the Billing Summary hyperlink will bring up a page showing a historical listing of individual Work Order requests. Each work order line in the listing is hyperlinked to an image of the specific work order, as well as to an image of the Tax Map that it references.
<table>
<thead>
<tr>
<th>Status</th>
<th>Date</th>
<th>Old Lot</th>
<th>Old Block</th>
<th>New Lot</th>
<th>New Block</th>
<th>Requested By</th>
<th>Type of Change</th>
<th>View Workorder</th>
<th>View TaxMap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>897</td>
<td>12</td>
<td>805</td>
<td>801</td>
<td>2</td>
<td>Condo</td>
<td>View Sheet 016</td>
<td>View Sheet 007</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>559</td>
<td>13</td>
<td>111</td>
<td>1100</td>
<td>15</td>
<td>Condo</td>
<td>View Sheet 019</td>
<td>View Sheet 111</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>672</td>
<td>243</td>
<td>601</td>
<td>8109</td>
<td>6</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 111</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>207</td>
<td>14</td>
<td>139</td>
<td>1375</td>
<td>75</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 113</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>248</td>
<td>31</td>
<td>412</td>
<td>1204</td>
<td>13</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 113</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>799</td>
<td>13JA</td>
<td>629</td>
<td>2004</td>
<td>13</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 113</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>181</td>
<td>35</td>
<td>142</td>
<td>14206</td>
<td>17</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 113</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>409</td>
<td>3</td>
<td>726</td>
<td>10602</td>
<td>3</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 116</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>309</td>
<td>23.8A</td>
<td>828</td>
<td>8229</td>
<td>13</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 116</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>239</td>
<td>43</td>
<td>109</td>
<td>1201</td>
<td>90</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 129</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>1828</td>
<td>76</td>
<td>1204</td>
<td>14205</td>
<td>23</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 129</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>109</td>
<td>68</td>
<td>189</td>
<td>13802</td>
<td>4</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 143</td>
</tr>
<tr>
<td>Open</td>
<td>03/20-Mar-2021</td>
<td>10.02</td>
<td>473</td>
<td>104</td>
<td>10404</td>
<td>12</td>
<td>Condo</td>
<td>View Sheet 020</td>
<td>View Sheet 020</td>
</tr>
</tbody>
</table>
Clicking on the Maps & Data hyperlink will bring up a page showing a selection of maps and forms that can also be accessed by selecting the indicated hyperlink.

Additional hyperlinks shown perform similar actions with some of them actually linking to remote web pages. The page for Jersey City can be customized to perform many of the routing internet queries done on a day to day basis.

Project Schedule

Civil Solutions has extended a large effort into the strategy and scheduling of the proposed project. We have developed a scope that meets the immediate goals of the City while addressing longer-term GIS issues — leading to very practical and cost effective approach. Based on our intimate knowledge of Tax Mapping projects, GIS projects, and projects that combine both tax mapping and GIS production, we have anticipated the levels of effort required for the proposed project, assigned the proper personnel, and provided relevant costing.

Civil Solutions will dedicate the resources required to perform the City’s Tax Map maintenance through the end of December 2019 (FY2019). We will complete the edits on a monthly cycle, providing immediate access to the modified digital files through our FTP site.
Cost Estimate

Civil Solutions continually invests in its human resources and technological capabilities to develop production protocols that improve efficiencies, reduce overall project schedules, maintain product quality, and minimize project costs. We strive to provide a solid foundation for our clients’ tax mapping and GIS implementations. As our clients build their cadastral framework, we hope to develop our relationships with them as a consultant and resource, not simply a data provider.

The City’s project involves a total of five hundred seventy eight (578) tax map sheets with two hundred sixty three (263) condo detail sheets and six (6) key maps. The current digital tax map reflects conditions as of December 2018. We assume that the number of annual changes for 2019 will not exceed sixty (60) per month.

Civil Solutions developed its pricing on a task-by-task basis, referencing these parameters and our experience with similar projects. The following table provides the project costing breakdown:

<table>
<thead>
<tr>
<th>Item</th>
<th>$110</th>
<th>$65</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SR TECH</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Map Reconciliation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Map &amp; MOD IV reconciliation</td>
<td>14</td>
<td>208</td>
</tr>
<tr>
<td>Complete Tax Map Edits (Coordination with City)</td>
<td>68</td>
<td>1,038</td>
</tr>
<tr>
<td>GIS Production Tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Existing Cadastral Layers</td>
<td>30</td>
<td>325</td>
</tr>
<tr>
<td>ModIV &amp; CAMA Review Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transition issues between applications</td>
<td>26</td>
<td>365</td>
</tr>
<tr>
<td>Revaluation Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meetings, Mapping, Map Copies</td>
<td>24</td>
<td>96</td>
</tr>
<tr>
<td><strong>Project Totals:</strong></td>
<td>162</td>
<td>2,032</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$15,060.00</td>
<td>$74,950.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$24,425.00</td>
<td>$26,585.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$8,880.00</td>
<td></td>
</tr>
<tr>
<td><strong>$149,900.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Civil Solutions will perform the work as described on an hourly basis not to exceed **$149,900.00**. We will invoice the City on a monthly basis for the work completed over the work period. Our pricing was developed assuming payment of our monthly invoices within 30 days of submittal and City approval.

Additionally we understand the amount of change that is ongoing in the City. In the event that we need to exceed the contract limit, we are including a monthly overage cost reflecting 60 work order changes per month. This cost would be **$9,180.00**.
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 (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): Richard S. Rehmann, President
Representative’s Signature: __________________________
Name of Company: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc (ARH)
Tel. No.: 609-561-0482 Date: 1/2/19
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II 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 thereunto, 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 alleged 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 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.

Richard S. Rehmann, President

Name of Company: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc. (ARH)

P.O. Box 609-561-0482 Date: 1,2/9
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: Civil Solutions, a division of Adams, Rehmann & Heggan Associates, Inc. (ARH)
Address: 215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037
Telephone No.: 609-561-0482
Contact Name: Richard Rehmann, President

Please check applicable category:

____ Minority Owned Business (MBE)  ____ Minority & Woman Owned Business (MWBE)

____ Woman Owned Business (WBE)  ____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: ADAMS, REHMANN AND HEGGAN ASSOCIATES, IN

TRADE NAME: CIVIL SOLUTIONS

ADDRESS: 215 BELLEVUE AVE, PBX 579 HAMMONTON NJ 08037-2018

EFFECTIVE DATE: 07/09/74

SEQUENCE NUMBER: 0066374

ISSUANCE DATE: 10/06/16

Director
New Jersey Division of Revenue
Certificate of Authorization

State of New Jersey
Division of Consumer Affairs
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT
ADAMS, REIMANN & HEGGAN ASSOC. INC.
215 Bellevue Ave
PRX 579
Hampton NJ 08037

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services
Engineering & Land Surveying

CHRI S R. REIMANN

Date: September 7, 2016
Certificate No 245A797330
Expiration Date: 09/30/2018

Preident Director

Certificate of Employee Information Report

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to
N.J.A.C. 17:27-1.1 et seq, and the State Treasurer has approved said report. This approval will remain in
effect for the period of 15/NEW/JT 2017 to 15/NEW/2020

ADAMS, REIMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMPTON NJ 08037 2019

FORDM SOLOVER
State Treasurer
Certificate of Good Standing

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING

ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.
1935217500

With the Previous or Alternate Name

CIVIL SOLUTIONS (Alternate Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on July 9, 1974.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

Chris R Rehmann
850 South White Horse Pike
Hammonton, NJ 08037 0000

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 13th day of October, 2010.

[Signature]
Andrew P. Walsum, Jr.
State Treasurer

Certificate No. 138471139

Verify this certificate at
https://www.state.nj.us/tyra/standingCorp/ESR/VerifyCert.jsp
Small Business Entity (SBE) Certificate

State of New Jersey

Chris Christie
Governor

Department of the Treasury
Division of Revenue & Enterprise Services
P.O. Box 006
Trenton, NJ 08625-006
Phone: 609-292-2116 Fax: 609-292-4974

Kumminigro
Lt. Governor

APPROVED

Robert A. Romano
Acting State Treasurer

under the
Small Business Development Act and Minority and Women Certification Program

This certificate acknowledges The ADAMS, REIMANN & HEGGAN ASSOC., INC. as a Category B Approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI list of registered small businesses. If the business needs to be registered again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior to the expiration date of this registration.

Issued: 3/5/2018
Certification Number: 40933-31

Expiration: 3/5/2021

Peter Johnson
Director

[Signature]

[Seal]
Eduardo Toloza, of full age, hereby certifies as follows:

1. I am the Tax Assessor of the City of Jersey City (City) and have knowledge of the goods and services that the City needs.

2. The City requires the services of Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions to perform digital tax map maintenance services.

3. Civil Solutions is qualified to perform these services and submitted a proposal dated November 6, 2017 indicating that it will perform these services for a sum not to exceed $149,900.00.

4. The contract term shall be twelve (12) months, effective upon the City Council awards the contract.

5. The estimated amount of the contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.4 et seq.

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

Dated: 6/5/19

Eduardo Toloza, Tax Assessor
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 Adams, Rehmann & Haggan Associates, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding [date] (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor-Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Adams, Rehmann & Haggan Associates, 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: Adams, Rehmann & Haggan Associates, Inc.

Signed: [Signature]

Print Name: Richard Rehmann

Title: President

Date: 1/10/19

Subscribed and sworn before me this 10th day of January, 2019.

My Commission expires: 10/31/2023

Richard Rehmann, President

(Print name & title of affiant) (Corporate Seal)

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
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), (q) and (r).

| Steven Fulop for Mayor 2017 | Friends of Chris L. Gadsden |
| Lavato for Councilman       | Friends of Richard Boggiano |
| Friends of Joyce Watterman  | Michael Yun                 |
| Friends of Daniel Rivera    | Osborne for Council         |
| Gajewski for Council        | Friends of Jermaine D. Robinson |

Part II - Ownership Disclosure Certification
☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
☐ Partnership  ☐ Subchapter S Corporation  ☒ Sole Proprietorship  ☐ 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>Please see attached Ownership Disclosure Sheet</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: Adams, Rehmann & Heggan Associates, Inc.
Signed: Richard Rehmann
Print Name: Richard Rehmann, President
Date: 1/10/19

Subscribed and sworn before me this 10th day of January 2019

(Attestant)

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

My Commission Expires 10/31/2023
## Ownership Disclosure

Adams, Rehmann & Heggan Associates, Inc.
Federal ID #22-2049623

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address</th>
<th>Office</th>
<th>% Ownership</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard S. Rehmann</td>
<td>875 Central Avenue</td>
<td>President</td>
<td>55%</td>
<td>12/31/1969</td>
</tr>
<tr>
<td></td>
<td>Hammonton, NJ 08037</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris R. Rehmann</td>
<td>150 Golden Eagle Drive</td>
<td>Chairman of the Board</td>
<td>20%</td>
<td>06/22/1940</td>
</tr>
<tr>
<td></td>
<td>Hammonton, NJ 08037</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard A. Heggan</td>
<td>9 Moss View Lane</td>
<td>Vice President</td>
<td>15%</td>
<td>09/06/1946</td>
</tr>
<tr>
<td></td>
<td>Hammonton, NJ 08037</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert R. Heggan</td>
<td>10 Spruce Drive</td>
<td>Vice President</td>
<td>10%</td>
<td>05/02/1941</td>
</tr>
<tr>
<td></td>
<td>Medford, NJ 08055</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>Adams, Rehmann &amp; Heggan Associates, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>215 Bellevue Avenue, PO Box 579</td>
</tr>
<tr>
<td>City</td>
<td>Hammonton</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>08037</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]
Richard Rehmann
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>
<tr>
<td>Please see attached Political Contributions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
**Jersey City Pay-to-Play City Ordinance 08-096**  
**Political Contributions Disclosure**

<table>
<thead>
<tr>
<th>Date</th>
<th>Account Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26/18</td>
<td>Maria's Women United</td>
<td>$1,000</td>
</tr>
<tr>
<td>6/27/18</td>
<td>Brick Progress</td>
<td>$2,000</td>
</tr>
<tr>
<td>9/12/18</td>
<td>Burlington County Leadership League</td>
<td>$1,100</td>
</tr>
<tr>
<td>10/4/18</td>
<td>Burlington County Leadership League</td>
<td>$3,000</td>
</tr>
<tr>
<td>10/22/18</td>
<td>Brick Progress</td>
<td>$300</td>
</tr>
<tr>
<td>11/29/18</td>
<td>Brick Progress</td>
<td>$500</td>
</tr>
</tbody>
</table>

All of these contributions were made by:  
Adams, Rehmann & Heggan Associates, Inc.  
215 Bellevue Avenue  
Hammonton, NJ 08037
**Certificate of Liability Insurance**

**Producer:** Aon Risk Services, Inc of Florida
1001 Biscayne Bay Drive, Suite #1100
Miami, FL 33132

**Contact:**

**Name:** Aon Risk Services, Inc of Florida
**Address:** AonCorp.Center@Aon.com
**Phone:** 800-743-8130
**Fax:** 800-522-7514

**Insured:**

ADP TotalSource DE IV, Inc.
12220 Sunset Drive
Miami, FL 33137

LOR:
Adams Rehmann & Heggan Assoc Inc. DBA Civil Solutions
215 South Ave.
Hammonton, NJ 08037

**Insurer(s) Affording Coverage:**

- A: New Hampshire Ins Co

**Certificate Number:** 2224156

**Certificate Holder:**

City of Jersey City
280 Grove St, Room 116
Jersey City, NJ 07302

**Certification:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producers Address:**

Aon Risk Services, Inc of Florida
1001 Biscayne Bay Drive, Suite #1100
Miami, FL 33132

**Contact:**

**Name:** Aon Risk Services, Inc of Florida
**Phone:** 800-743-8130
**Fax:** 800-522-7514

**Address:** AonCorp.Center@Aon.com

**Coverage:**

**Type of Insurance:** Commercial General Liability

<table>
<thead>
<tr>
<th>Type</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims-Made</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate Limit Applies Per Occurrence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Med Exp (Any one person)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal &amp; Adl Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products-Compop Ass</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Automobile Liability:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto Owned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Auto Hired</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Auto Only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Owned Autos Only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Umbrella Liability:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Workers Compensation and Employers' Liability:**

- **Workers Compensation:** WC 047023740 NJ
- **Exp Date:** 07/01/18
- **bringing:** 07/01/19
- **Limits:** $3,200,000
- **(Per Accident):** $2,000,000
- **(Per Statute):** $2,000,000
- **(Per Employee):** $2,000,000
- **(Policy Limit):** $2,000,000

**Description of Operations / Locations / Vehicles (ACORD 191, Additional Remarks Schedule, may be attached if more space is required):**

All worksite employees working for ADAMS REHMANN & HEGGAN ASSOCI INC. DIV CIVIL SOLUTIONS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADP's payroll or have completed the SEI Participation Addendum.

**Certificate Holder:**

City of Jersey City
280 Grove St, Room 116
Jersey City, NJ 07302

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Aon Risk Services, Inc of Florida

© 1988-2015 ACORD CORPORATION. All rights reserved.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A. The Continental Insurance Comp</td>
<td>35289</td>
</tr>
<tr>
<td>INSURER B. National Fire Insurance Co.</td>
<td>20478</td>
</tr>
<tr>
<td>INSURER C. Beazley Insurance Company, Inc</td>
<td>37540</td>
</tr>
<tr>
<td>INSURER D. Continental Insurance Co of NJ</td>
<td>42625</td>
</tr>
</tbody>
</table>

**COVERAGE**

**CERTIFICATE NUMBER:**

**TYPE OF INSURANCE**

<table>
<thead>
<tr>
<th>A</th>
<th>COMMERCIAL GENERAL LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CLAIMS-MADE X OCCUR</td>
</tr>
</tbody>
</table>

**POLICY NUMBER**

| 6071971100 |

**POLICY EFF (MM/DD/YYYY):**

| 8/14/2018 |

**POLICY EXP (MM/DD/YYYY):**

| 8/14/2019 |

**LIMITS**

| EACH OCCURRENCE $1,000,000 |
| DAMAGE TO RENTED PREMISES (Per occurrence) $100,000 |
| MED EXP (Per one person) $15,000 |
| PERSONAL & ADJURY $1,000,000 |
| GENERAL AGGREGATE $2,000,000 |
| PRODUCTS - COMPOUND AGG $2,000,000 |

**B**

**AUTOMOBILE LIABILITY**

| 6072017901 |

**POLICY EFF (MM/DD/YYYY):**

| 8/14/2018 |

**POLICY EXP (MM/DD/YYYY):**

| 8/14/2019 |

**LIMITS**

| COMBINED SINGLE LIMIT (Per occurrence) $1,000,000 |
| BODILY INJURY (Per person) |
| BODILY INJURY (Per accident) |
| PROPERTY DAMAGE (Per accident) |

**A**

**UMBRELLA LIABILITY**

| 6072017347 |

**POLICY EFF (MM/DD/YYYY):**

| 8/14/2018 |

**POLICY EXP (MM/DD/YYYY):**

| 8/14/2019 |

**LIMITS**

| EACH OCCURRENCE $7,000,000 |
| AGGREGATE $7,000,000 |

**C**

**Professional Liability**

| V148881806901 |

**POLICY EFF (MM/DD/YYYY):**

| 12/6/2018 |

**POLICY EXP (MM/DD/YYYY):**

| 12/6/2019 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

City of Jersey City, its agents, servants are included as Additional Insured with respect to General Liability if there is a written contract that requires additional insured coverage.

**CERTIFICATE HOLDER**

City of Jersey City
280 Grove Street
Jersey City, NJ 07302

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 19-583
Agenda No. 10.41
Approved: __

TITLE: 
WITHDRAWN

RESOLUTION AUTHORIZING A THIRD EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

COUNCIL OFFERED AND
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, RESOLUTION 18-048, approved on January 10, 2018, authorized a professional services agreement with Carepoint Health Medical Group (Carepoint) from January 1, 2018 to December 31, 2018 in the amount of Two Hundred and Eight Thousand Nine Hundred Dollars ($208,900); and

WHEREAS, RESOLUTION 18-1126, approved on December 19, 2018, authorized the extension of a contract with Carepoint from January 1, 2019 to March 31, 2019 and authorized a contract increase in the amount of Sixty Thousand Dollars ($60,000); and

WHEREAS, RESOLUTION 19-387, approved on April 24, 2019 authorized the extension of a contract with Carepoint from April 1, 2019 to June 30, 2019; and

WHEREAS, it is necessary to extend the contract with Carepoint on a month-to-month basis, not to exceed three (3) months effective July 1, 2019 while the RFP is finalized; and

WHEREAS, Carepoint has agreed to continue to provide the professional services of physicians to conduct medical examinations for the City of Jersey City (City) for up to three (3) months at the current rates; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the three (3) month extension, the City has the right to terminate the extended contract; and

WHEREAS, the total costs of the three (3) month extension shall not exceed the sum of Sixty Thousand Dollars ($60,000); and

WHEREAS, funds in the amount of $5,000 are available in account No. 2019-01-201-20-116-312; and
RESOLUTION AUTHORIZING A SECOND EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

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

1. The contract with Carepoint Health Medical Group is extended effective as of July 1, 2019 on a month-to-month basis not to exceed three months and total cost of the extension shall not exceed the sum of $60,000; and:

2. If the City completes the bidding and awards a new contract prior to the expiration of the three (3) month extension, the City has the right to terminate the extended contract; and

3. The total costs of the three (3) month extension shall not exceed the sum of Sixty Thousand Dollars ($60,000).

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, ________________________, (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. #01-201-20-116-312 for payment of the above resolution. Purchase Order #132660.

/ks
6/04/19

APPROVED:

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

Certification Required

Not Req

WITHDRAWN

RECORD OF COUNCIL VOTE ON

<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>YUN</td>
<td></td>
<td></td>
<td></td>
<td>PRINZ-AREY</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>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
<td>ROBINSON</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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
June 4, 2019

To: Mark Bunbury, Jr.
   Director of Human Resources
   City of Jersey City
   280 Grove Street
   Jersey City, NJ 07302

Re: Professional Services Contract for Medical Services

As per your request, Carepoint Health Medical Group will continue to perform medical services for the current contract for the City of Jersey City for up to three (3) months starting July 1, 2019. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City of Jersey City. Please feel free to contact this office with any additional questions regarding this matter.

Sincerely,

[Signature]

Edward F. Boyle, M.D.
Medical Director
Carepoint Health Medical Group
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 THIRD EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR DEPT. OF HUMAN RESOURCES

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Select Department</th>
<th>Human Resources/Workforce Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Mark A. Bunbury, Jr. Esq.</td>
<td>Director of HR.</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-687-5879, 201-547-5732</td>
<td><a href="mailto:mbunbury@jcj.org">mbunbury@jcj.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 a third extension of a contract with Carepoint Health Medical Group for Professional Services of physicians to conduct medical examinations of civilians and uniformed employees and of applicants for employment on a month-to-month basis, not to exceed three (3) months effective July 1, 2019.

Cost (Identify all sources and amounts)

2019-01-201-20-116-312
$5,000

Contract term (include all proposed renewals)

Month-to-month basis effective July 1, 2019

Type of award
Professional Svcs - Fair and Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Title: NEW PATHWAY COUNSELING SERVICES FOR A PERIOD OF TWO MONTHS FROM JULY 1, 2019 THRU AUGUST 31, 2019

Council Resolution:

WHEREAS, the City of Jersey City (City) requires the services of professional psychologists and counselors in connection with the operation of the Employee Assistance Program which provides counseling services to City employees; and

WHEREAS, the City's current contract for the provision of psychological services expires on June 30, 2019; and

WHEREAS, the City prepared a Request for Proposals (RFP) to award a new contract for these services and posted notice of the availability of the RFP on the City's website; and

WHEREAS, the City will prepare a new RFP and solicit for proposals no later than mid-July of this year because the first RFP only resulted in one proposal being received; and

WHEREAS, the City desires to extend the present contract for an additional two (2) months, effective July 1, 2019 and ending August 31, 2019; and

WHEREAS, the total cost of the contract extension is Eight Thousand Dollars ($8,000.00); and

WHEREAS, these funds are available in Account No. 01-201-23-220-312.

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

1. The two (2) month extension of the contract with New Pathway Counseling Service to provide and employee assistance program is approved.
2. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

I, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds are available for this expenditure in Account 01-201-23-220-312.

Elizabeth Castillo
Acting Chief Financial Officer

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RILEY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V. - Not Voting (Abstain)

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

RECORD OF COUNCIL VOTE ON

WITHDRAWN
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW PATHWAY COUNSELING SERVICES FOR A PERIOD OF TWO (2) MONTHS FROM JULY 1, 2019 THRU AUGUST 31, 2019

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUMAN RESOURCES</td>
<td>MICHALINE YURCIK</td>
<td>547-5515</td>
</tr>
<tr>
<td>HEALTH BENEFITS</td>
<td>SUPERVISING ADMINISTRATIVE ANALYST</td>
<td><a href="mailto:Myurcik@jeni.org">Myurcik@jeni.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
Extension of present contract to prepare new RFP to solicit bids.

Cost (Identify all sources and amounts)  
$8,000.00

Contract term (include all proposed renewals)  
July 1, 2019 – August 31, 2019

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date  
6/30/19
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-585
Agenda No. 10.43
Approved: JUN 26 2019

TITLE: RESOLUTION AUTHORIZING THE FIRST AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, PC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY OF JERSEY CITY

COUNCIL, of the following resolution:

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker’s compensation court; and

WHEREAS, Resolution 19 - 164, approved on February 27, 2019, awarded a one year professional services contract (PO #132604) effective (January 1, 2019) to Leitner Tort DeFazio & Brause, PC in the amount of $50,000.00; and

WHEREAS, because all of the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional $25,000.00; and

WHEREAS, funds in the amount of $25,000.00 are available in Account No.: 01-201-23-210-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Leitner Tort DeFazio & Brause, PC is amended and the contract amount is increased by an additional $25,000.00 for a total contract amount of $75,000.00; and

2. The Mayor or Business Administrator is hereby authorized to execute the first amendment to the agreement attached hereto; and

3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

ELIZABETH CASTILLO, Chief Financial Officer, hereby certify that funds in the amount of $25,000.00 are available in Account No.: 01-201-23-210-312. PO # 132,604

APPROVED: 

APPORVED AS TO LEGAL FORM

Business Administrator:

Corporation Counsel:

Certification Required ☑
Not Required ☐

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDDLEY ✓ ✓ ✓ PRINZ-AREY ✓ ✓ ✓ BOGGIANO ✓ ✓ ✓
YUN ✓ ✓ ✓ SOLOMON ✓ ✓ ✓ ROBINSON ✓ ✓ ✓
RIVERA ✓ ✓ ✓ WATERMAN ✓ ✓ ✓ 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. Lavaro, Jr., President of Council

Robert Byme, 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 amendment of A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY. |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>RISK MANAGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>MATT HOGAN</td>
<td>RISK MANAGER</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5034</td>
<td><a href="mailto:MATTHEW@JCNJ.ORG">MATTHEW@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 DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

**Cost (Identify all sources and amounts)**

<table>
<thead>
<tr>
<th>$25,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURANCE ALL DEPARTMENTS: 01-201-23-210-312</td>
</tr>
</tbody>
</table>

**Contract term (include all proposed renewals)**

| ONE (1) YEAR |
| EFFECTIVE: 01/01/2019 TO 12/31/2019 |

**Type of award**

| FAIR & OPEN (PROFESSIONAL SERVICES) |

**If “Other Exception”, enter type**

**Additional Information**

LEITNER TORT DEFAZIO & BRAUSE RESPONDED TO THE LAW DEPARTMENT'S REQUEST FOR QUALIFICATIONS AND IS ON THE LAW DEPARTMENT'S LIST OF FIRMS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Signature of Department Director

Date
FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, PC TO REPRESENT THE CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY

This First Amendment of Agreement made this ___ day of ___________ , 2019 between the City of Jersey City (City) and Leitner Tort DeFazio & Brause, PC.

WHEREAS, Resolution 19-164, approved on February 27, 2019, authorized a professional services agreement with Leitner Tort DeFazio & Brause, PC to represent the City in various worker's compensation matters filed against the City; and

WHEREAS, Resolution 19-164 authorized a professional services contract in an amount not to exceed $50,000.00 and for a term of 1 year; and

WHEREAS Leitner Tort DeFazio & Brause, PC settled worker’s compensation cases filed against the City exhausting the contract funds; and

WHEREAS, Leitner Tort DeFazio & Brause, PC continues to handle additional worker’s compensation claims filed against the City; and

WHEREAS it is necessary to increase the contract amount by an additional $25,000.00 for performing the legal services associated with representing the City in various worker’s compensation claims filed against the City.

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

1. The contract with Leitner Tort DeFazio & Brause, PC authorized by Resolution 19-164, approved on February 27, 2019, is amended to increase the sum by the amount of $25,000.00, for a total contract not to exceed $75,000.00, for the services associated with representing the City in worker’s compensation claims filed against the City.

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with Leitner Tort DeFazio & Brause, PC dated March 15, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Leitner Tort DeFazio & Brause, PC, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:  

ROBERT BYRNE  
City Clerk  

ATTEST:  

BRIAN PLATT  
Business Administrator  

LEITNER TORT DEFAZIO & BRAUSE, PC
RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved, Resolution No. 17-333 on April 12, 2017 ratifying a professional services agreement effective June 1, 2016 in the amount of $50,000.00 with the Law Firm of Apruzzese, McDermott, Mastro & Murphy, P.C. to represent the City in various union negotiations; and

WHEREAS, Resolution 17-973, approved on December 13, 2017, reauthorized a one year professional services contract effective June 1, 2017 with Apruzzese, McDermott, Mastro & Murphy, P.C. for $150,000.00 to represent the City in various union negotiations; and

WHEREAS, Resolution 18-706, approved on July 18, 2018 reauthorized a professional services agreement effective June 1, 2018 with Apruzzese, McDermott, Mastro & Murphy, P.C. in the amount of $75,000.00 to represent the City in various union negotiations; and

WHEREAS, the City continues to need the service of Apruzzese, McDermott, Mastro & Murphy, P.C. to represent the City in various union negotiations; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the City is renewing the contract with Apruzzese, McDermott, Mastro & Murphy, P.C. for one year term effective as of June 1, 2019 and increasing the contract by an additional $100,000.00; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay to Play Law; and

WHEREAS, fund in the amount of $5,000.00 are available in Account No.: 19-01-201-20-155-312; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Apruzzese, McDermott, Mastro & Murphy, P.C. is hereby reauthorized for a one year period effective June 1, 2019, and amended to increase the contract amount by an additional $100,000.00 for a total contract amount of $275,000.00;
RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

2. The award of this contract shall be subject to the condition that Apruzzese, McDermott, Mastro & Murphy, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-20-155-312 for payment of this resolution. P.O. No. 133847 $5,000.

Elizabeth Castello, Acting Chief Financial Officer

05/31/2019

APPROVED: ____________________________
Business Administrator

APPROVED: ____________________________
Corporation Counsel

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

<table>
<thead>
<tr>
<th>RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO &amp; MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS</th>
</tr>
</thead>
</table>

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</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

The City of Jersey City is in negotiations with various unions and Apruzzese, McDermott, Mastro & Murphy, P.C. has been instrumental in the City negotiations. The City is renewing their contract with Apruzzese, McDermott, Mastro & Murphy, P.C. for an additional twelve (12) months.

Cost (Identify all sources and amounts)  

| City Funds 19-01-201-20-155-312 | $100,000.00 |

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  

6/18/19
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, Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Blvd, Warren, NJ 07059 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Various Union Negotiations

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:
(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.
Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,
the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties’ counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to
perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as
Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.
I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.
Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel’s integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.
C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel’s matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel’s system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges
E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
Allocated charges from a firm’s blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel’s prior approval.

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in
M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

**V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice
and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

**VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

**VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably designate the courts of New Jersey as the exclusive forum for any legal proceeding arising out of or related to this Agreement.

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:

Robert Byrne
City Clerk

City of Jersey City

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Apruzzese, McDermott, Mastro & Murphy, P.C.
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated ____________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________

By: ___________________________________________

Title: _________________________________________

Date: _______
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Issua F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax#: 201-547-5088
E-mail Address: abuanj@jenj.org
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, affiliation or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affiliation 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, affiliation 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, affiliation 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 Commissioner 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.
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: Apuzzese, McDermott, Nastro & Murphy, P.C.
Address: 25 Independence Boulevard, Warren, NJ 07059
Telephone No.: 908-580-1776
Contact Name: Arthur R. Thibault, Jr.

Please check applicable category:

- Minority Owned Business (MBB)
- Minority & Woman Owned Business (MWBB)
- Woman Owned Business (WBB)
- 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, Cuban 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 women 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 women owned business, and return this form with your bid proposal.

Business Name: Apruzzese, McDermott, Mastro & Murphy, P.C.

Address: 25 Independence Boulevard, Warren, NJ 07059

Telephone No.: 908-580-1776

Contact Name: Arthur R. Thibault, Jr.

Please check applicable category:

X Minority Owned Business (MBE)       Minority & Women Owned Business (MWBE)

X Woman Owned business (WEB)            Non

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
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ of __________________________ (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. 12111 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 incorporated as 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 the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from any and all claims, losses, damages, or any kind or nature arising out of or caused by any of the alleged violations. The contractor shall, at its own expense, defend, and pay any and all charges, damages and 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, at its own expense, that any judgment against 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 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 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 its definitions, indemnity, protection, and any other provisions in 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 not in any 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.

Robert T. Clarke, President

Representative's Name/Title/Date

Representative's Signature

Name of Company: Anprozzese, Rodriguez, Martin, Inc.

Tel. No.: 938-580-1770

Date: 1/1/90
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 ensure 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 layoffs 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 Purchases & Property, CCAU, BEO 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 maintain such information as may be requested by the Division of Purchases & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code of N.J.A.C. 7:27.

The undersigned vendor certifies on their company's receipt, that their company's commitment to comply with

EXHIBIT A
N.J.A.S.A. 10:53-1 and N.J.A.C. 7:27
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 the contractor fails to comply with the requirements of N.J.A.S.A. 10:53-1 and N.J.A.C. 7:27.

Representative's Name/Title (Print): Robert T. Clarke, President
Representative's Signature: __________________________

None of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.
Tel: (732) 908-580-1776
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, do hereby certify that
Apruzzese, McDermott, Mastro & Murphy, P.C. (name of business entity) has not made any reportable
contributions in the **one-year period preceding (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar 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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed: [Signature] Title: President

Print Name: Robert T. Clarke Date: February 5, 2019

Subscribed and sworn before me this ___ day of ____, 20__
My Commission expires:

ANNE K. KING
OTARY PUBLIC OF NEW JERSEY,
My Commission Expires 9/21/2021

** 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.
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 ten (10) days prior to the award of the contract.

<table>
<thead>
<tr>
<th>Part I - Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City: Liberty Corner</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
Robert T. Clarke
President
Title

| Part II - Contribution Disclosure |

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apruzzese, McDermott, Mastro &amp; Murphy</td>
<td>Committee to Elect James Davis</td>
<td>4/27/18</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPIN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affiliation
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 have 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(b), (c) and (d).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mia Prim-Asey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavrette for Councilman</td>
<td>Friends of Richard Borgiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivetta</td>
<td>Solomon for Council</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>Robert T. Clarke</td>
<td>55 Cesar Poot, Whitehouse Station, NJ 08208</td>
</tr>
<tr>
<td>Frederick T. Danser</td>
<td>853 Collins Meadow Drive, Georgetown, SC 29440</td>
</tr>
<tr>
<td>Maurice J. Nelligan</td>
<td>57 Country Acres Drive, Hampton, NJ 08227</td>
</tr>
<tr>
<td>Barry Marcil</td>
<td>5 Lara Place, Warren, NJ 07059</td>
</tr>
<tr>
<td>Mark J. Blunda</td>
<td>73 South Manor Court, Wall, NJ 07719</td>
</tr>
</tbody>
</table>

Part 3 - Signature and Affidavit
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: Apruzese, McGurn, Mastro & Murphy, P.C.
Signature of Affiant: ____________________
Title: President
Printed Name of Affiant: Robert T. Clarke
Date: February 5, 2019

Subscribed and sworn before me this ___ day of February, 2019.

My Commission expires: ANNE K. KING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 8/1/2021

Witnessed by:
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, MARK BUNBURY, SCOTT CARBONE, MARK ALBIEZ AND STACEY FLANAGAN IN THE MATTER OF SABRINA HARROLD V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on April 11, 2019 in Superior Court of New Jersey under case no. 2:19-CV-09566-JMV-JBC by Sabrina Harrold alleging discriminatory retaliation under the Conscientious Employee Protection Act and violations of her civil rights; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City of Jersey City (City), Mark Bunbury, Scott Carbone, Mark Albiez and Stacey Flanagan; and

WHEREAS, the law firm of Lite DePalma Greenberg, LLC is qualified to perform these services; and

WHEREAS, special counsel agreed to provide its services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $75,000.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the “fair and open process” as described under the Pay-to-Play Law; and

WHEREAS, Lite DePalma Greenberg, LLC submitted a Qualification Statement in response to the City’s RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Lite DePalma Greenberg, LLC has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $10,000.00 are available in Account No. 19-01-201-23-210-312.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Lite DePalma Greenberg, LLC to represent the City, Mark Bunbury, Scott Carbone, Mark Albiez, and Stacey Flanagan in the Sabrina Harrold litigation is hereby ratified for one year effective May 2, 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 Lite DePalma Greenberg, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, MARK BUNBURY, SCOTT CARBONE, MARK ALBIEZ AND STACEY FLANAGAN IN THE MATTER OF SABRINA HARROLD V. CITY OF JERSEY CITY, ET AL.

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 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. 134033, $10,000.

Elizabeth Castillo, Acting Chief Financial Officer

06/14/2019

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]

Corporation Counsel

Certification Required □

Not Required □

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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>YUN</td>
<td></td>
<td>✓</td>
<td></td>
<td></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></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</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.

Rolando Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, MARK BUNBURY, SCOTT CARBONE, MARK ALBIEZ AND STACEY FLANAGAN IN THE MATTER OF SABRINA HARROLD V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Law</td>
</tr>
<tr>
<td>Phone/email</td>
<td></td>
</tr>
</tbody>
</table>

Peter Baker
201-547-4667
Pbaker@jcnj.org

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

It was necessary to hire outside counsel to represent the City of Jersey City, Mark Bunbury, Scott Carbone, Mark Albiez and Stacey Flanagan who were named in a complaint filed in the US District Court by Sabrina Harrold alleging discriminatory retaliation under CEPA and violation of her civil rights.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

$75,000
Insurance Fund Commission.
19-01-201-23-210-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

6/18/19
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, Lite DePalma Greenberg, LLC, 570 Broad St #1201, Newark, NJ 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Sabrina Harrold v. City of Jersey City, et al.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:
(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. **Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. **Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.
Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,
the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. **Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to
perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as
Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.
Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. **File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

A. **Rates.**

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.
Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. **Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.
C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter', 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges
E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra,* fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
• Facsimile charges
• Allocated charges from a firm’s blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel’s prior approval.

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.
To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

**V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the
undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.
Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.
This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

____________________________
Robert Byrne
City Clerk

City of Jersey City

____________________________
Brian D. Platt
Business Administrator

WITNESS:

____________________________
By:
Firm: Lite DePalma Greenberg, 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: ________
Questions in reference to BBO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jena K. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. 8201-547-4533
FAX 201-547-5088
E-mail Address: abuanj@jcvj.org
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUN-2014 to 15 JUN-2021

LITE DEPALMA GREENBERG, LLC
570 BROAD STREET
NEWARK NJ 07102

FORD M. SCUDDER
Acting State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
LITE DÉPALMA GREENBERG LLC

ADDRESS:
570 BROAD ST STE 1301
NEWARK NJ 07102

EFFECTIVE DATE:
02/05/00

TRADE NAME:

SEQUENCE NUMBER:
0083961

ISSUANCE DATE:
12/17/15

James J. Frusalone
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: Lite DePalma Greenberg, LLC

Address: 570 Broad Street, Suite 1201, Newark, NJ 07102

Telephone No.: 973-623-3000 ext. 3816

Contact Name: Victor A. Afanador

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa

- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders.

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lite DePalma Greenberg, LLC
Address: 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No.: 973-623-3000 ext. 3816
Contact Name: Victor A. Afanador

Please check applicable category:

___ MinorityOwned Business (MBE) ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned business (WBE) XX 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
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 (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 institutions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status,affiliational 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 review any of its testing procedures, if necessary, to assure that all personal 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 so that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affilational 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 Approved

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/depar/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 Purchases & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code of N.J.A.C. 19:27.

The undersigned vendor certifies on this company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.A.C. 16:30-2.4,N.J.A.C. 19:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE

The undersigned vendor further agrees to furnish the required forms of evidence and
understands that their contract/commodity bid shall be rejected as non-responsive if said contractor fails to comply with the requirements
Representative's Name/Title (Position)

Victor A. Amador, Member of the Firm

Representative's Signature

Name of Company

Lite DePalma Greenberg, LLC

Tel. No. 973-623-3000

Date: 10.02.2018
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Sign-Up Opportunity for Individuals with Disability

The contractor and the ______________________ (hereinafter "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 the 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 alleged violation. The contractor shall, at its own expense, defend and pay, and all charges for
devincement 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 considered pursuant to said
grievance procedure. Any action or administrative proceeding which results in an award of damages against
the owner, or if the owner incurs any expense to secure a violation of the ADA which has been brought pursuant
to the owner's 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, shall 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 steps available to remedy any other provisions of this Agreement or hereinafter.

Representative's Name/Title/Phone: __________________________
[Signature]
[Signature]
[Signature]
[Signature]

Date: 10-10-2018
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, do hereby certify that ___________ (name of business entity) has not made any reportable contributions in the **one-year period preceding ___________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached Exhibit) and that would bar the award of this contract. I further certify that the award 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: ___________ (name of business entity)

Signed: ___________ (signature)

Print Name: ___________ (print name)

Date: ___________ (date)

Subscribed and sworn before me this _____ day of ___________, 2018.

Affiant: ___________ (attorney)

Print Name: ___________ (attorney)

My Commission expires: ___________.

CARLA DASHIVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-P A R T AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.3
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 are pursuant to P.L. 2004, c. 19, that would bar the award of this contract in the one-year period preceding (date of award occurred on or before the date hereof) to any of the following named candidates 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-8(j), (n) and (i).

<table>
<thead>
<tr>
<th>Name of Affiant</th>
<th>Affiliation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Aley for Council</td>
</tr>
<tr>
<td>Lavatto for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Witterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivna</td>
<td>Solomon for Council</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
- [ ] Solo 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>Joseph J. DePalma</td>
<td>54 Edward Court, Basking Ridge, NJ</td>
</tr>
<tr>
<td>Bruce D. Greenberg</td>
<td>62 Barcadero Way, Westfield, NJ</td>
</tr>
<tr>
<td>Victor A. Atanador</td>
<td>17 Cheryl Lane, Roseland, NJ</td>
</tr>
</tbody>
</table>

Part III - Signature and Attestation
The undersigned is fully aware that if I have misrepresented in whole or part this affidavit and certification, I and/or the business entity, will be liable for any penalty imposed under law.

Name of Business Entity: A.J. DePalma Greenberg, LLC
Signature of Affiant: [Signature]
Title: Member of the Firm
Printed Name of Affiant: Victor A. Atanador
Date: 10/02/2018

Subscribed and sworn before me this 10th day of
Oct. 2018
CARLA DASILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2019
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>Life DePalma Greenberg, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>570 Broad Street, Suite 1201</td>
</tr>
<tr>
<td>City:</td>
<td>Newark</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07102</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: Victor A. Afanador
Printed Name: Afanador
Member of the Firm
Title: Member of the Firm

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 committee 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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Check here if the information is continued on subsequent page(s)
A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE CITY TO PROVIDE RELOCATION ASSISTANCE TO CERTAIN TENANTS DISPLACED FROM THEIR DWELLING BY FIRE OR OTHER EMERGENCIES, PURSUANT TO N.J.S.A. 20:4-3.1 OF THE NEW JERSEY RELOCATION ASSISTANCE ACT, N.J.S.A. 20:4-4.1 ET SEQ.

COUNCIL

WHEREAS, the New Jersey Relocation Assistance Act, N.J.S.A. 20:4-4.1 et seq., authorizes municipalities to create a revolving Relocation Assistance Fund which shall be used to provide relocation assistance to individuals who are displaced from their dwelling as a result of code enforcement activities; and

WHEREAS, the fund shall be comprised of any sums realized by the municipality from any relocation costs, and interest thereon, paid by an owner of real property who have been held liable for a civil or criminal penalty in the case of any displacement of persons by housing or construction code enforcement pursuant to N.J.S.A. 20:4-4.1; any sums realized by the municipality from the enforcement of municipal liens or liquidation of any property acquired by virtue of code enforcement pursuant to N.J.S.A. 20:4-4.1; any sums realized by the municipality relating to any relocation cost and interest thereon upon enforcement or liquidation of any property acquired by virtue of enforcement and collected pursuant to N.J.S.A. 20:4-4.2 and any monies that the Council deems appropriate to allocate to the Fund through its discretion to adopt a municipal budget; and

WHEREAS, any moneys appropriated from the Fund by the municipality shall only be used to provide relocation assistance and for no other purpose whatsoever; and

WHEREAS, N.J.S.A. 20:4-3.1 of the New Jersey Relocation Assistance Act allows a municipality to adopt a resolution allowing for tenants residing structures of two (2) dwelling units or more, and who are displaced from their dwelling by fire or other emergency, and where the damage resulting from the fire or other emergency, in the judgment of the City's Housing Code Inspector or Fire Code Inspector, renders their dwelling uninhabitable, shall be deemed to be displaced persons under the Relocation Assistance Act and therefore eligible for relocation assistance; and

WHEREAS, it is in the City's best interest that the Council deem tenants residing structures of two (2) dwelling units or more, and who are displaced from their dwelling by fire or other emergency "displaced persons" under the Relocation Assistance Act and therefore allow them to be eligible for relocation assistance from the Jersey City Relocation Assistance Fund.

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT

1. Pursuant to N.J.S.A. 20:4-3.1, the Municipal Council hereby deems any tenant of a structure of two (2) dwelling units or more, who is displaced from his or her dwelling by fire or other emergency, and the damage resulting from the fire or other emergency, in the judgment of the City's Housing Code Inspector or Fire Code Inspector, renders the dwelling uninhabitable, a "displaced person" under the Relocation Assistance Act (N.J.S.A. 20:4-4.1) thus making the tenant eligible for relocation assistance; and
A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE CITY TO PROVIDE RELOCATION ASSISTANCE TO CERTAIN
TENANTS DISPLACED FROM THEIR DWELLING BY FIRE OR OTHER EMERGENCIES,
PURSUANT TO N.J.S.A. 20:4-3.1 OF THE NEW JERSEY RELOCATION ASSISTANCE ACT,
N.J.S.A. 20:4-4.1 ET SEQ.

2. Relocation Assistance funding shall be distributed in strict accordance with the New
Jersey Relocation Assistance Act (N.J.S.A. 20:4-4.1 et seq.) and any Executive Order of
the Mayor regarding the disbursement of funds pursuant to this Act.

06/19/19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-26-19

<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></td>
<td></td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WATERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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.
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

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE CITY TO PROVIDE RELOCATION ASSISTANCE TO CERTAIN TENANTS DISPLACED FROM THEIR DWELLING BY FIRE OR OTHER EMERGENCIES, PURSUANT TO N.J.S.A. 20:4-3.1 OF THE NEW JERSEY RELOCATION ASSISTANCE ACT, N.J.S.A. 20:4-4.1 ET SEQ.

Initiator

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Office of the Mayor</th>
<th>Deputy Chief of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Allison Solowsky</td>
<td><a href="mailto:asolowsky@jcnj.org">asolowsky@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4306</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 the City to provide relocation assistance to certain tenants displaced from their dwelling by fire or other emergencies.

I certify that all the facts presented herein are accurate.

Signature of Deputy Chief of Staff       Date

6/19/19
A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE PLANNING BOARD TO STUDY AND RECOMMEND A PROPOSED AMENDMENT TO THE NEIGHBORHOOD DISTRICT OF THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT PLAN PURSUANT TO N.J.S.A. 40:12A-7(f)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. permits municipalities to designate areas in need of redevelopment and rehabilitation; and

WHEREAS, N.J.S.A. 40:12A-7 (f) allows the governing body of a municipality to direct the planning board to prepare a redevelopment plan or amend an existing redevelopment plan; and

WHEREAS, the area encompassed by the Neighborhood District of the Jersey Avenue Light Rail Redevelopment Plan (the "Plan") is experiencing exponential growth; and

WHEREAS, the Jersey City Planning Board has yet to consider Applicant's proposed Amendment to the Plan; and

WHEREAS, the proposed amendment to the Plan redevelopment plan includes an affordable housing provision consistent with an inclusionary zoning ordinance anticipated to be adopted by this Council.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Applicant's proposal to amend the Jersey Avenue Light Rail Redevelopment Plan is hereby referred to the Jersey City Planning Board, and the Jersey City Planning Board is hereby directed pursuant to N.J.S.A. 40A:12A-7(g) and (f), to study, report and recommend to the Municipal Council of the City of Jersey City, within the statutory time, whether Applicant's proposed amendment to Jersey Avenue Light Rail Redevelopment Plan, formally attached hereto should be approved, disapproved or revised by this Municipal Council.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of City of Jersey City that pursuant to N.J.S.A. 40A:12A-7(f), the Planning Board is hereby directed to study and recommend the attached proposed Amendment to the Jersey Avenue Light Rail Redevelopment Plan and recommend Plan Amendments to the City of Jersey City Municipal Council for adoption.

06/20/19
APPROVED:

APPROVED: [Signature]
Business Administrator

APPROVED as to Legal Form

[Signature]
Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-26-19

<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>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
Proposed Amendment
Jersey Avenue Light Rail Redevelopment Plan
Neighborhood District

NEW SUB-PARAGRAPH 6.
LOT CONSOLIDATION / INCLUSIONARY HOUSING OVERLAY


The amendments presented are indicated as:
1. Language to be retained is indicated as plain text.
2. Language to be deleted is indicated as a strikethrough.
3. Language to be added is indicated as bold italic.

SECTION X. SPECIFIC LAND USE PROVISIONS

Paragraph A. High Rise District – NO CHANGES
Paragraph B. High Rise District – NO CHANGES

C. Neighborhood District

1. Formula Business Objectives
   a. All commercial retail areas within each structure or within a single tax lot shall limit formula business establishments, as defined by the Land Development Ordinance, to a maximum of 30% of ground floor gross leasable commercial area. For the purposes of this area restriction, the formula business definition shall apply to the following uses, whether functioning as a principal or accessory use:
      1. Retail sales of goods and services
      2. Restaurants, all categories.
   b. Grocery Stores greater than 15,000 square feet may exceed 30% of gross leasable commercial area, but shall be the only formula business within such structure or lot.

2. Permitted Uses
   • Residential
   • Parks/Public Open Space
   • Restaurants
   • Office/retail
   • Public Utilities, except that natural gas transmission lines shall be prohibited
3. Accessory Uses
   - On-Site/Off-Street Parking & Loading Facilities
   - Fences & Walls
   - Signs
   - Health Clubs
   - Ground floor retail space
   - Day Care Centers

4. Area Yard, and Bulk Requirements – See chart

**NEIGHBORHOOD DISTRICT PRINCIPAL**

<table>
<thead>
<tr>
<th></th>
<th>OFFICE BLDGS</th>
<th>RESIDENTIAL</th>
<th>COMM. RETAIL</th>
<th>REST/BARS/N'CLUBS</th>
<th>PARKS/OPEN SPACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEIGHT</td>
<td>70'</td>
<td>75'</td>
<td>70'</td>
<td>70'</td>
<td>N/A</td>
</tr>
<tr>
<td>COVERAGE 1</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
<td>N/A</td>
</tr>
<tr>
<td>LOT AREA IN SQ. FT.</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>DENSITY 2</td>
<td>N/A</td>
<td>50</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>FRONT YARD MIN.</td>
<td>5'</td>
<td>5'</td>
<td>5'</td>
<td>5'</td>
<td>N/A</td>
</tr>
<tr>
<td>FRONT YARD MAX.</td>
<td>15'</td>
<td>15'</td>
<td>15'</td>
<td>15'</td>
<td>N/A</td>
</tr>
<tr>
<td>EACH SIDE YARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REAR YARD</td>
<td>10'</td>
<td>10'</td>
<td>10'</td>
<td>10'</td>
<td>N/A</td>
</tr>
<tr>
<td>F.A.R. 3</td>
<td>3.5</td>
<td>3.5</td>
<td>3.5</td>
<td>3.5</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1. Total percentage, buildings and impervious surfaces, subject to bonus provisions of IX.F.
2. Dwelling units per acre.
3. Floor Area Ratio.

- Existing structures to be rehabilitated shall be exempt from area, yard and bulk requirements except any additions to existing structures shall not cause the total building area to exceed the floor area ratio specified in the appropriate district. In the event that an existing building exceeds the permitted floor area ratio, that structure shall not be permitted any additional floor area.

5. Building Design Requirements for the Neighborhood District

   **Building Facades**

   - Building design and exterior materials of all new construction,
renovations and re-use within the Neighborhood District shall conform to the Design Standards, Section IV of this redevelopment plan and the Design Guidelines of the Historic Preservation Districts entitled, Regulations for Alterations & Additions to Buildings & New Construction In Historic Districts.

- Building facades of structures shall be constructed of masonry including but not limited to stone, brick, textured concrete, etc. Concrete block is prohibited. Street facades shall employ color schemes and other elements complementary and harmonious in color, scale and material to those in the Hamilton Park Historic District.

- At a height between 15 and 40 feet all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in materials or ratio of glass to solid area, or any other visual indicator consistent with the design, proportions and materials of the entire building.

- All buildings shall be designed to front on public streets in order to create a uniform street wall.

- All buildings shall provide a main entrance onto a public street. Other secondary entrances may be provided from parking areas or any other place necessary by the design of the building.

- Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs or any other indicator shall be incorporated into the main entrance design. These indicators shall similar in design, proportions, material and character of the Neighborhood District and other adjacent conforming buildings.

6. **Lot Consolidation / Inclusionary Housing Overlay**

   **Block 7103 (formerly Block 223)**

   a. In order to encourage more significant comprehensive development within Block 7103; the following development regulations shall apply to development parcels on Block 7103 that meet the criteria listed below:

      i. Consist of an assemblage of tax lots that total at least 30,000 square feet in area; and

      ii. Provides at least 20% of the total residential units developed as affordable housing consistent with the requirements found in paragraph d. below.

      iii. In the alternative, if the City of Jersey City adopts an Affordable Housing Ordinance, then the developer may choose to comply with such adopted ordinance.

   b. **Permitted Principal Uses**

      i. Permitted uses in the Neighborhood District of this
Redevelopment Plan.

ii. Hotels

iii. Health Clubs

iv. Child Care Centers

v. More than one use may occupy any building or site.

c. Permitted Accessory Uses

i. Accessory uses as permitted in the Neighborhood District of this Redevelopment Plan.

ii. Uses customarily associated with, and subordinate and incidental to a permitted principal use on the same property.

d. Inclusionary Housing Criteria

i. Definitions for Inclusionary Housing.

- AFFORDABLE HOUSING - means residential housing, which is restricted for occupancy by households whose combined annual income for all members does not exceed 80 percent of the median income. This term shall refer to the broad classification, and not be confused with more specific terms that define different income divisions.

- “HUD” – means the United States Department of Housing and Urban Development.

- INCLUSIONARY DEVELOPMENT means a development containing both affordable and market rate units.

- LOW-INCOME HOUSEHOLD means a household in which the combined total annual income for all members of a household, that does not exceed 50 percent of the average median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- LOW-INCOME UNIT means a restricted unit that is affordable to a low-income household.

- MARKET-RATE UNITS mean housing not restricted to low-, moderate-income and workforce households that may sell or rent at any price.

- MEDIAN INCOME means the median income by household size for Hudson county, as adopted by HUD income requirements by ordinance by the City Council.

- MODERATE-INCOME HOUSEHOLD means a household in which the combined total annual income for all members of a household is not less than 50 percent and does not exceed 80 percent of the median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- MODERATE-INCOME UNIT means a restricted unit that is affordable to a moderate-income household.

- REDEVELOPMENT PLAN means a plan adopted by the
governing body of the City of Jersey City for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.

- **RESIDENTIAL** means any real property and the improvements, buildings, structures or house thereon, whether single or multi-family, whether or not owner occupied, used for residential purposes.
- **RESTRICTED UNIT** means a dwelling unit, whether a rental unit or ownership unit, that is subject to affordability controls.
- **VERY LOW-INCOME HOUSEHOLD** means a household in which the combined total annual income for all members of a household does not exceed 30 percent of the median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- **VERY LOW INCOME UNIT** means a restricted unit that is affordable to a very low-income household.

ii. Inclusionary Housing Set-Aside — All developments in Block 7103 of the Neighborhood District pursuant to this Redevelopment Plan shall set aside not less than twenty percent (20%) of the total number of residential units, as identified herein, as affordable housing. This requirement shall apply to both rental units and all forms of ownership. All affordable units shall be consistent with Chapter 188 of the Jersey City Code.

iii. In each affordable housing development at least 50% of the restricted units within each bedroom distribution shall be low-income units.

iv. All inclusionary units shall be required to be income restricted for a minimum of 30 years

v. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

vi. All inclusionary Development Applications shall be reviewed and approved by the Director of the Office of Affordable Housing, the Director of Housing, Economic Development and Commerce or their designee, the Director of Community Development, and the Executive Director of the Jersey City Redevelopment Agency, or their designee.

vii. All Inclusionary Developments must be formalized with an Affordable Housing Agreement as required in Chapter 188 of the Jersey City Code. The Affordable Housing Agreement shall be included in any Development Application to the Planning Board.
e. Area, Yard and Bulk requirements
   i. All buildings shall have a base, which shall have a maximum height of 60 feet.
   ii. Buildings may also have a tower or towers above the base. The maximum height of any tower, inclusive of the base height, shall be:
       (a) For lots from 30,000 to 50,000 square feet – 265 feet.
       (b) For lots over 50,000 square feet – 325 feet
   iii. Maximum Permitted Building Coverage: 100% for the base of the building and 75% for the tower portion(s) of the building.
   iv. Maximum Residential Density:
       (a) For lots from 30,000 to 50,000 square feet – 625 units/acre
       (b) For lots over 50,000 square feet – 750 units/acre
   v. Minimum Front Yard Setback (applies to all street frontages):
       (a) Zero - except that buildings must be setback the distance necessary to achieve a 15 foot wide sidewalk width along all street frontages.
       (b) Above the ground floor, at a height of not less than 20 feet above grade, the upper floors may extend into the setback area; but may not extend beyond the street line.
   vi. Minimum Interior Lot Line Setbacks:
       (a) The minimum required setback for the base of any building shall be zero, except as necessary to meet building, fire and safety codes.
       (b) The tower element of any building adjacent to an interior property line shall be setback a minimum of 3.1 feet, or such distance as necessary to allow for glazing in the façade of the tower element in order to avoid the appearance of a blank façade; to meet building, fire and safety codes.
       (c) The rear wall of the tower element of any building shall not be located more than 75 feet distant from the street line adjacent to the front wall of said building. Any building wall facing a street line shall be considered a front wall.

f. Parking Requirements
   i. Residential: Minimum of 0.5 space per unit, except parking is not required for inclusionary or affordable dwelling units.
   ii. Retail/Restaurants/Other Commercial: Minimum of 1.0 spaces per 1,000 square feet, excluding the first 5,000 square feet of each use.
   iii. Hotels: Minimum of 0.2 space per room.
   iv. Shared use of parking facilities is permitted and encouraged.
   v. Bicycle parking shall be provided as required by the Jersey City Land Development Ordinance.

(END of DOCUMENT)
RESOLUTION WAIVING ADMINISTRATIVE FEE AND BONDING REQUIREMENT FOR THE FRIENDS OF THE COMMUNITY AWARENESS SERIES TO HOLD THE JERSEY CITY AFRICAN CULTURAL ARTS FESTIVAL AT BERRY LANE PARK

COUNCIL

Offered and moved adoption of the following resolution:

WHEREAS, Friends of the Community Awareness Series, a New Jersey registered non-profit organization, requested use of Berry Lane Park to hold an African Cultural Arts Festival; and,

WHEREAS, the Friends of the Community Awareness Series is holding the event sponsored by the City; and,

WHEREAS, the City requires that any organization conducting an event requiring a festival license submit an administrative fee and provide a bond; and,

WHEREAS, the Friends of the Community Awareness Series has produced insurance naming the City as an additional insured; and,

WHEREAS, some non-profit organizations do not have or cannot afford to pay an administrative fee nor procure the required bond; and,

WHEREAS, these particular organizations would not be able to hold these functions without the required fee and bond; and,

WHEREAS, these functions are open to the public and it would be in the best interest of the City to allow these functions to continue even without private insurance nor payment of an administrative fee,

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorize the City's Division of Commerce to waive the necessary fees and bond for the Friends of the Community Awareness Series to conduct the African Cultural Arts Festival at Berry Lane Park on June 22, 2019.

APPROVED: ____________________________  APPROVED AS TO LEGAL FORM

APPROVED: ____________________________  Corporation Counsel

Certification Required □  Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  5-26-19

<table>
<thead>
<tr>
<th>COUNCIL-PERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCIL-PERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCIL-PERSON</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
<td></td>
<td>✓</td>
<td></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.

Robert R. Lavano, 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 WAIVING ADMINISTRATIVE FEE AND BONDING REQUIREMENT FOR THE FRIENDS OF THE COMMUNITY AWARENESS SERIES TO HOLD THE JERSEY CITY AFRICAN CULTURAL ARTS FESTIVAL AT BERRY LANE PARK

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>Jennaine Robinson</td>
<td>(201) 547-5204</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

To authorize the City’s Division of Commerce to waive the necessary fees and bond for the Friends of the Community Awareness Series to conduct the African Cultural Arts Festival at Berry Lane Park on June 22, 2019.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-591
Agenda No. 10.49
Approved: JUN 2 & 2019

TITLE:
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH QUALITY EDUCATION FOR KIDS, INC. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS

COUNCIL offfered and moved adoption of the following resolution.


WHEREAS, the City of Jersey desires to utilize a portion of the property as a staging area and to allow parking for fireworks to be displayed on July 4, 2019 [Event Space]; and

WHEREAS, the Owner has agreed to allow the City to utilize the Event Space to set up, operate and clean-up for the event, between July 2, 3, 4 and 5, 2019, under the terms and conditions set forth in the Agreement attached hereto; and

WHEREAS, in Resolution 19-505, the City Council authorized the Mayor or Business Administrator to execute a license agreement with the Owner for the use of the Event Space; and

WHEREAS, the City was recently formed that an additional party, Quality Education for Kids, Inc. must be added as a party to the previously authorized agreement for the use of the Event Space.

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

1. The Mayor or Business Administrator is hereby authorized to amend the agreement authorized by Resolution 19-505 to add Quality Education for Kids, Inc. as a party and execute the agreement with Quality Education for Kids, Inc., allowing the City to use property located adjacent to the Exchange Place Path Station in Jersey City on July 2, 3, 4 and 5, 2019 for a staging area and parking for fireworks to be displayed on July 4, 2019.
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH QUALITY EDUCATION FOR KIDS, INC. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS

2. The City's Risk Manager is authorized to issue a Letter of Self Insurance to Quality Education for Kids, Inc. to cover this activity.

3. The Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deem appropriate or necessary.

4. The Mayor or Business Administrator is also authorized to execute any other documents that may be necessary to effectuate the purposes of this Resolution.

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.26.19

<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>
<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>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>Robinson</td>
<td>✓</td>
<td></td>
<td></td>
<td></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.

Rafael R. Lavarrío, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH QUALITY EDUCATION FOR KIDS, INC. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the Mayor</th>
<th>Cultural Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Christine Goodman</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4303</td>
<td><a href="mailto:cgoodman@jcnj.org">cgoodman@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
In Resolution 19-505, the City Council authorized the Mayor or Business Administrator to execute a license agreement with various corporate entities in order to use property in or around Exchange Place during the July 4, 2019 celebration. The City was recently informed that an additional party, Quality Education for Kids, Inc., needs to be included as an owner in the agreement. This resolution will authorize the addition of Quality Education for Kids, Inc. to the License Agreement.

I certify that all the facts presented herein are accurate.

Signature
INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") is made as of the ___ day of June, 2019 by CITY OF JERSEY CITY whose address is 280 Grove Street, Jersey City, New Jersey ("Indemnitor") and is being provided to MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI HARBORSIDE (FE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C., 101 HUDSON REALTY LLC, QUALITY EDUCATION FOR KIDS, INC. AND PH URBAN RENEWAL, LLC whose address is c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Jersey City, New Jersey 07311 and IS EXCHANGE PLACE CORP. whose address is c/o Hertz Mountain 400 Plaza Drive, Secaucus, New Jersey 07094 (collectively, "Indemnitee").

WITNESSETH

WHEREAS, the Indemnitor desires to utilize Indemnitee's property located at Plaza IV, Jersey City, New Jersey, Plaza VI, Jersey City, New Jersey, Hudson Street, Pearl Street and Plaza 8/9, Jersey City, New Jersey and the atrium at Plazas II and III, Jersey City, New Jersey (collectively "The Event Space"), as depicted on Exhibit A attached hereto and made a part hereof, for the purpose of a staging area, pedestrian access, carnival rides and attractions, food tents and trucks and parking for fireworks to be displayed on July 4, 2019 adjacent to the Exchange Place Path Station in Jersey City, New Jersey ("The Event").

WHEREAS, the Indemnitee has agreed to allow the Indemnitor to utilize The Event Space for the preparation for, conducting of and clean-up for the The Event which shall take place only on July 2, 3, 4 and 5, 2019, under the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. The recitals set forth above are incorporated herein.

2. Indemnitee shall not be liable in any way to Indemnitor or any of its vendors contractors, invitees, or guests, or to any other person, for any loss, damage or expense which they may sustain or incur in connection with, as a result of, during or in any way relating to The Event, whether such loss, damage or expense shall result from the carelessness or negligence of Indemnitee, its agents, employees, guests, invitees or licensees, or the carelessness of any other tenant, its agents, employees, guests invitees or licensees.

3. In consideration for this Agreement, Indemnitor hereby authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnitee's affiliate, MC Jersey City Hospitality L.L.C. and MC Piggyback Hospitality L.L.C., to file a
petition to expand the licensed premises covered by the liquor license for the Lutze Biergarten and the Piggyback Bar to include the walkways adjacent to and surrounding the Lutze Biergarten and the Piggyback Bar and the walkways adjacent to the Lutze Biergarten and Plazas II and III, including the tables and chairs located thereon as depicted on Exhibit ___, to permit liquor sales and consumption on such walkways on July 4, 2019.

Indemnitor hereby further authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnitee's affiliate, MC Jersey City Hospitality L.L.C. to obtain catering permits from the New Jersey Division of Alcoholic Beverage Control to permit liquor license sales and consumption at 2 Exchange Place, the Owen Grundy Pier Park, 101 Hudson Street and Plaza 4A and the walkways adjacent thereto, including the tables and chairs located thereon as further depicted on Exhibit ___.

4. Indemnitor shall indemnify, defend and save harmless Indemnitee, Mack-Cali Realty, L.P., Mack-Cali Realty Corporation, Roseland Residential L.P., Roseland Residential Trust and Harborside Unit A Urban Renewal L.L.C. and their affiliates, principals, representatives, agents and employees from and against (a) any and all claims (i) arising from the breach of any term or condition in this Agreement, or (ii) arising from the conducting of, operation of, or management of, The Event by Indemnitor, its vendors, contractors, invitees, or guests or any of their employees, agents, contractors, or invitees, on or about The Event Space during The Event or during the period of time, if any prior to The Event that Indemnitor may have been given access to The Event Space to prepare for The Event or (iii) arising from any careless, negligent or otherwise wrongful act or omission of Indemnitor or any of its vendors, contractors, invitees, or guests or any of their employees, agents, contractors or invitees who participate in any way in connection with The Event, or (iv) connected with or in any way relating to The Event and (b) all costs, expenses and liabilities incurred in or in connection with each such claim, and any action or proceeding brought thereon. In case any action or proceeding be brought against Indemnitee by reason of any such claim, Indemnitor, upon notice from Indemnitee, shall resist and defend such action or proceeding, at Indemnitor's sole cost and expense, utilizing legal counsel selected by Indemnitee.

5. Indemnitor covenants and agrees to provide, on or before The Event, a Certificate of Insurance (or its equivalent recognizing that Indemnitor will self-insure as a governmental authority) demonstrating that the Indemnitor has obtained a comprehensive policy of general liability insurance naming the Indemnitee, Mack-Cali Realty, L.P., Mack-Cali Realty Corporation, Roseland Residential L.P., Roseland Residential Trust and Harborside Unit A Urban Renewal L.L.C. as additional named insureds, insuring Indemnitor and Indemnitee against any liability which can be insured against, resulting from any act or omission on or about The Event Space and any appurtenances thereto. Such Certificate shall also indicate that the policy covers Indemnitor's liability under this Agreement and provide evidence of Workers' Compensation in an amount meeting
statutory requirements. Such policy is to be written by an insurance company qualified to
do business in the State of New Jersey. The policy shall be with limits of not less than
$5,000,000, in respect of any one person, in respect of any one accident, and in respect of
property damage. The policy shall also contain a provision which provides that
Indemnitee shall receive at least 10 days prior written notice before the insurance carrier
cancels or modifies such insurance.

6. Indemnitor shall properly police The Event, which Jersey City police shall be present at
all times during The Event.

7. (a) Indemnitor shall not generate, handle, dispose, bring store or discharge or permit
the generation, handling, disposal, bringing, storage or discharge of any hazardous
substances or wastes, as those terms are defined in the Environmental Cleanup
Responsibility Act (NJSA 13:1k-6 et sq), in, upon or about The Event Space or the
Building in connection with The Event.

(b) Indemnitor shall be permitted to serve alcoholic beverages in The Event Space
during The Event, under the following terms and conditions:

   (i) There shall be no charges whatsoever to any attendees of The Event for
       alcoholic beverages including without limitation any entrance fees or
donations.

   (ii) Indemnitor's liability insurance policy obtained pursuant to paragraph 4 of
        this Agreement shall contain Host Liquor Liability Coverage for The
        Event: and

   (iii) Indemnitor maintains adequate supervision and control of all those serving
        and being served alcoholic beverages.

8. Indemnitor shall comply with all laws, ordinances, rules, and regulations applicable to or
affecting The Event and/or The Event Space during The Event.

9. Indemnitor shall remove from The Event Space by 5 p.m. on July 5, 2019, and within the
time permitted for The Event, all property used in connection with The Event, and shall
leave The Event Space in broom clean condition free of debris. In the event the
Indemnitor or its contractors fails to remove such property, or otherwise holds over after
the expiration of the time permitted for The Event, Indemnitor shall be liable to
Indemnitee for any costs that Indemnitee incurs as a result of Indemnitor's violation of
this paragraph 8, plus 20% of such costs to cover Indemnitee's overhead and
administrative expenses. In no event shall Indemnitor insert stakes, posts, poles or any
other object into the ground, parking lot or any other surface area of the Building.

10. Indemnitor hereby covenants and represents to Indemnitee that the activities conducted at
The Event or in connection with The Event will not in any way: (a) disturb the quiet
enjoyment of the tenants in the Harborside complex, (b) limit access of the tenants at the Harborside complex to any common areas of the Harborside complex and/or (c) disrupt the ingress or egress of the tenants at the Harborside complex. If, in Indemnitee's sole discretion, Indemnitor's use violates this paragraph 9, Indemnitor may terminate this Agreement.

11. To the extent such waiver is permitted by law, the Indemnitor hereby waives its right to a trial by jury in any action or proceeding brought in connection with this Agreement.

12. If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. The right of Indemnitor to utilize The Event Space in accordance with this Agreement shall constitute a revocable license only and shall not grant Indemnitor any property or ownership rights in The Event Space or create a partnership or joint venture between Indemnitor and Indemnitee.

14. Indemnitor hereby warrants and represents to Indemnitee that Indemnitor has the power and authority to enter into this Agreement and the person executing this Agreement on behalf of Indemnitor personally warrants and represents that he or she has the requisite authority to execute this Agreement on behalf of Indemnitor. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single agreement. Indemnitor expressly agrees that if the signature of Indemnitee and/or Indemnitor on this Agreement is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telexcopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
<table>
<thead>
<tr>
<th><strong>INDEMNITOR:</strong></th>
<th><strong>INDEMNITEE:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF JERSEY CITY</td>
<td>M-C PLAZA IV L.L.C.</td>
</tr>
<tr>
<td>By: Name: Brian Platt  Title: Business Administrator</td>
<td>By: Mack-Cali Realty, L.P., sole member</td>
</tr>
<tr>
<td></td>
<td>By: Mack-Cali Realty Corporation, general partner</td>
</tr>
<tr>
<td></td>
<td>By: Gary T. Wagner  General Counsel</td>
</tr>
<tr>
<td></td>
<td>CAL-HARBOR IV URBAN RENEWAL ASSOCIATES, L.P.</td>
</tr>
<tr>
<td></td>
<td>By: Mack-Cali Sub X, Inc. general partner</td>
</tr>
<tr>
<td></td>
<td>By: Gary T. Wagner  General Counsel</td>
</tr>
<tr>
<td></td>
<td>PLAZA VIII &amp; IX ASSOCIATES L.L.C.</td>
</tr>
<tr>
<td></td>
<td>By: M-C Harsimus Partners L.L.C. sole member</td>
</tr>
<tr>
<td></td>
<td>By: Roseland Residential, L.P., sole member</td>
</tr>
<tr>
<td></td>
<td>By: Roseland Residential Trust, its general partner</td>
</tr>
<tr>
<td></td>
<td>By: Gary T. Wagner  General Counsel</td>
</tr>
</tbody>
</table>
M-C PLAZA V L.L.C.
By: Mack-Cali Realty, L.P., sole member
By: Mack-Cali Realty Corporation, its general partner
By: ____________________________
   Gary T. Wagner
   General Counsel

CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P.
By: Mack-Cali Sub X, Inc., general partner
By: ____________________________
   Gary T. Wagner
   General Counsel

M-C PLAZA VI & VII L.L.C.
By: Roseland Residential, L.P., sole member
By: Roseland Residential Trust, its general partner
By: ____________________________
   Gary T. Wagner
   General Counsel

CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P.
By: Mack-Cali Sub XI, Inc., its general partner
By: ____________________________
   Gary T. Wagner
   General Counsel
<table>
<thead>
<tr>
<th>Company Name</th>
<th>By: Mack-Cali Realty, L.P., sole member</th>
<th>By: Mack-Cali Realty Corporation, general partner</th>
<th>By: Gary T. Wagner</th>
<th>General Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-C PLAZA II &amp; III L.L.C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALI HARBOR (FEE) ASSOCIATES L.P.</td>
<td>By: Mack-Cali Sub X, Inc., general partner</td>
<td></td>
<td>Gary T. Wagner</td>
<td>General Counsel</td>
</tr>
<tr>
<td>MACK-CALI PLAZA I L.L.C.</td>
<td></td>
<td></td>
<td>Gary T. Wagner</td>
<td>General Counsel</td>
</tr>
<tr>
<td>CAL-HARBOR V LEASING ASSOCIATES L.L.C.</td>
<td></td>
<td></td>
<td>Gary T. Wagner</td>
<td>General Counsel</td>
</tr>
<tr>
<td>Company Name</td>
<td>By:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P.</td>
<td>M-C So. Pier L.L.C., a general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty, L.P. sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HARBORSIDE UNIT A URBAN RENEWAL, L.L.C.</td>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAL-HARBOR VII LEASING ASSOCIATES LLC</td>
<td>Mack-Cali Realty, L.P., sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-C HARBORSIDE PROMENADE L.L.C.</td>
<td>Mack-Cali Realty, L.P., sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity</td>
<td>Member/Partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101 HUDSON REALTY L.L.C.</td>
<td>101 Hudson Holding L.L.C., sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty, L.P., sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-C HUDSON L.L.C.</td>
<td>Mack-Cali Realty, L.P., sole member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 EXCHANGE PLACE CORP.</td>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUALITY EDUCATION FOR KIDS, INC.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gary T. Wagner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PH URBAN RENEWAL LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>By: 25 Columbus JV LLC, sole member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>By: Mack-Cali Realty, L.P., sole member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>By: Mack-Cali Realty Corporation, general partner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>By: Gary T. Wagner, General Counsel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution Eulogizing Bernice Lord

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, Bernice Whitehead was born in Jersey City in 1937 to the late Herbert S. Whitehead and Catherine Leahy. She was raised in a loving family with twelve siblings in the Jersey City Heights; and

WHEREAS, Bernice Whitehead was an honor student and graduated from Holy Rosary Academy and was the class Valedictorian; and

WHEREAS, Bernice met the love of her life, William J. Lord, Jr. and was married in 1958. Their union was blessed with five children; Karen, Christopher, Kevin, Timothy and Pamela; and

WHEREAS, Bernice Lord cherished her family. Her grandchildren; Kristin, Kelli, Lauren, Kayla, Ethan, Kevin, John, Christopher, Sara, Kage, Olivia, Kenzie and Kevin were the joys of her life. Her great-grandchildren; Tommy, Ryan and Julianna only added to her joy; and

WHEREAS, Bernice Lord was always community minded. She served as an Aide to Council President Thomas DeGise and worked for him after his election as County Executive. Bernice was elected to the Hudson County Committee dozens of times and was rarely challenged; and

WHEREAS, after nearly 50 years of marriage, Bernice lost her beloved husband Bill in 2008. Her loss only fueled her love for her family and her beloved Jersey City Heights. Bernice was so passionate about helping people and found joy in doing so. She gave so much time and energy to help her community;

WHEREAS, sadly Bernice Lord passed away suddenly on June 15, 2019 while taking Seniors on a bus trip. Bernice enjoyed bingo and an occasional visit to Atlantic City. Her smile was infectious and genuine and she freely shared it with everyone she encountered.

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council does hereby mourn the loss of Bernice Lord, a true citizen of Jersey City.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH
THE LAW FIRM CHASAN LAMPARELLO MALLON & CAPPUZZO, PC TO
REPRESENT THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, THE
COUNCIL PRESIDENT ROLANDO LAVARRO, AND THE MUNICIPAL CLERK OF
THE CITY OF JERSEY CITY ROBERT BYRNE IN THE MATTER OF WAVE URBAN
RENEWAL V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on June 18, 2019 in Superior Court of New Jersey under
Docket No. HUD-L-2422-19 by Wave Urban Renewal alleging that the City of Jersey City
("City") failed to comply with the long term tax exemption law; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to
represent the Municipal Council of the City of Jersey City, the Council President Rolando
Lavaro, and the Municipal Clerk of the City of Jersey City Robert Byrne; and

WHEREAS, the law firm of Chasan Lamparello Mallon & Capuzzo, PC is qualified to perform
these services; and

WHEREAS, Chasan Lamparello Mallon & Capuzzo, PC agreed to provide its services at an
hourly rate of $175.00 per hour, including expenses, for a total contract amount not to exceed
$30,000.00; 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 publicly advertised a Request for Qualifications (RFQ)
using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Chasan Lamparello Mallon & Capuzzo, PC 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, Chasan Lamparello Mallon & Capuzzo, PC has submitted its Certification of
Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on
September 3, 2008; and

WHEREAS, funds in the amount of $10,000.00 are available in Account No. 19-01-201-23-210-
312.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for
public inspection.

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

1. An agreement with the law firm of Chasan Lamparello Mallon & Capuzzo, PC to represent
the Municipal Council of the City of Jersey City, Council President Rolando Lavaro, and the
Municipal Clerk of the City of Jersey City Robert Byrne in the Wave Urban Renewal litigation is
hereby awarded for one year effective June 25, 2019, for a total contract amount not to exceed
$30,000.00, including expenses;

2. The award of this contract shall be subject to the condition that Chasan Lamparello Mallon & Capuzzo, PC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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. 134122.

Elizabeth Castillo, Acting Chief Financial Officer

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☒
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YUN</td>
<td></td>
<td>✓</td>
<td>SOLOMON</td>
<td></td>
<td>✓</td>
<td>ROBINSON</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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.

Rolando M. 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


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></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.)

It was necessary to hire outside counsel to represent the Municipal Council of the City of Jersey City, Council President Rolando Lavarro, Municipal Clerk of the City of Jersey City Robert Byrne who were named in a complaint filed in the Superior Court of New Jersey by Wave Urban Renewal, LLC alleging they failed to comply with the long term tax exemption law; and

Cost (Identify all sources and amounts)

| $30,000  |
| Insurance Fund Commission. |
| 19-01-201-23-210-312 |

Contract term (include all proposed renewals)

| One Year |

Type of award

| Fair/Open |

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: ____________________________
Date: 6/25/19
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, Chasan, Lamparello, Mallon & Cappuzzo, PC, 300 Lighting Way, Secaucus, NJ 07094 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Wave Urban Renewal 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.
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 $175.00 per hour, including expenses. The total amount of this agreement shall not exceed $30,000.00.

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.
applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.
The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
• Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
• Telephone charges
• Facsimile charges
• Allocated charges from a firm’s blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. Non-working travel time is not billable without the Corporation Counsel’s prior approval.
K.  Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L.  Maintenance of Expense Records.

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M.  Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N.  Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a)  If the Agreement exceeds $40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b)  This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1.  A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City’s Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor’s lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.
This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract
shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably 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 D. Platt
Business Administrator

WITNESS:

By: Chasan Lamparello, Mallon & Cappuzzo, PC
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________

By: ________________________________

Title: ________________________________

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

City Clerk File No. Res.19-594
Agenda No. 10.52
Approved: JUN 26 2019

TITLE:

RESOLUTION URGING THE STATE LEGISLATURE TO ENACT A MARGINAL TAX RATE ON INCOMES OVER ONE MILLION DOLLARS FOR THE 2019 BUDGET

WHEREAS, more than forty percent of New Jersey residents struggle to afford their basic needs; and

WHEREAS, in New Jersey, the top one percent of earners collect one fifth of New Jersey’s combined earnings and earn 24.3 times more than the bottom ninety-nine percent of earners; and

WHEREAS, middle class families are unfairly burdened by the current tax code, paying a higher share of their income in state and local taxes; and

WHEREAS, the Millionaire’s Tax is a marginal tax on incomes over one million dollars and would ensure that the wealthiest pay their share of taxes; and

WHEREAS, the property taxes of working families pay for the tax breaks the rich received under Governor Christie’s Administration for years prior; and

WHEREAS, given the Trump Administration’s tax cuts to the rich, enacting the Millionaire’s tax would still result in a $3200 net tax cut for the top one percent of New Jersey tax filers; and

WHEREAS, it is due time for tax fairness in the state of New Jersey; and

WHEREAS, Governor Murphy’s proposed tax would enact a marginal tax rate of 10.75 percent to all annual earnings over one million dollars,

NOW THEREFORE BE IT RESOLVED, that the City of Jersey City applauds Governor Murphy for listening to progressive tax reform advocates across New Jersey and for championing this initiative; and be it further

RESOLVED, that we enthusiastically support and urge our State Legislators to pass the Millionaire’s Tax for the 2019 Budget; and be it finally

RESOLVED, that certified copies of this Resolution be forwarded to Governor Phil Murphy, Lieutenant Governor Sheila Oliver, New Jersey Senate President Steve Sweeney, Republican Leader Thomas H. Kean Jr., New Jersey Assembly Speaker Craig J. Coughlin, New Jersey Assembly Republican Leader Jon. M. Bramnick, Our State Senators Brian P. Stack and Sandra B. Cunningham, our Assemblywomen Angela McKnight and Annette Chaparro, our Assemblymen Raj Mukherji and Nicholas Chiaravalloti.

APPROVED: ______________________________ APPROVED AS TO LEGAL FORM

APPROVED: ______________________________

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.26.19

<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>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YUN</td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>SOLOMON</td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>ROBINSON</td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<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.

Roldano R. Lavare, Jr., President of Council

Robert Byrne, City Clerk