

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

City Clerk File No. Res. 10-043

Agenda No. 10.A

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
**adoption of the following resolution:**

**offered and moved**

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 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 Fiscal Year 2010 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 Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$428,705,115.

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

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
20-112 ARCHITECTURE OE	9,375	10,875
20-145 TAX COLLECTOR OE	80,000	108,000
26-290 PUBLIC WORKS DIRECTOR'S OFFICE OE	48,800	49,200
28-375 PARK MAINTENANCE OE	387,875	407,075
26-291 BUILDING & STREET MAINTENANCE OE	886,675	946,675
26-315 AUTOMOTIVE SERVICES OE	1,698,425	1,908,425
23-220 EMPLOYEE GROUP INSURANCE	38,166,000	51,535,500
30-415 ACCUMULATED ABSENCES	3,500,000	5,500,000
26-305 JERSEY CITY INCINERATOR AUTHORITY	18,700,000	20,000,000
25-240 POLICE OE	1,284,850	1,784,850
36-487 POLICE & FIRE RETIREMENT FUND O/S	0	18,898,155
36-488 POLICE & FIRE RETIREMENT FUND	0	15,862,058
36-470 PUBLIC EMPLOYEES RETIREMENT FUND O/S	0	914,395
36-472 PUBLIC EMPLOYEES RETIREMENT FUND	0	1,187,712
NJDOT- SIP AVENUE RESURFACING	0	208,659
URBAN AREAS SECURITY INITIATIVE(UASI)	0	1,978,970
EMERGENCY MANAGEMENT ASSISTANCE	0	40,000
HCOS- PERSHING FIELD HISTORIC ARCH PRESERVATION	0	25,000

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

APPROVED: Kathleen D. DeLuca  
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											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP		✓		FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-044

Agenda No. 10.B

Approved: JAN 27 2010

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF A CERTIFICATE OF A TAX SALE INCLUDING THE SUBSEQUENT MUNICIPAL LIEN PURSUANT TO N.J.S.A. 54:5-114.2(B)**

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

**WHEREAS**, by resolution approved on January 13, 2010 the governing body authorized the Tax Collector to accept bids on January 15, 2010 for the sale by assignment of the tax sale certificates listed in **Exhibit "A"** attached hereto pursuant to N.J.S.A. 54:5-114.2(b) for a minimum bid of **\$1,000.00**; and

**WHEREAS**, N.J.S.A. 54:5-114.2(b), authorizes the governing body to determine the amount that the municipality will accept for the sale of the tax sale certificates listed in **Exhibit "A"** that is lower than the total amount due and to accept a bid equal to or greater than that amount; and

**WHEREAS**, on January 27, 2010 the City received the highest bid for the sale of the certificate listed in Exhibit "A" in the amount of **\$1,000.00**; and

**WHEREAS**, **The Hope Center Tabernacle** submitted the highest bid ; and

**WHEREAS**, it is in the best interests of the City to accept a bid of at least **\$1,000.00** and sell by assignment the tax sale certificates listed in Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City Collector is hereby authorized to accept this bid and issue the assignment certificates for the parcels listed in **Exhibit "A"**.
2. The City accepts the highest bid in the amount of **\$1,000.00** submitted by **The Hope Center Tabernacle** , for the sale by assignment pursuant to N.J.S.A. 54:5-114.2(b) of the tax sale certificate identified in **Exhibit "A"**.
3. The Tax Collector is authorized to close the sale of the certificate listed in **Exhibit A** on January 29, 2010 and is authorized to take such other actions as may be necessary to accomplish the purpose of this resolution.
4. Upon Payment of Consideration for the certificate listed in **Exhibit A**, the Tax Collector shall execute the assignment of the certificate listed in Exhibit "A".

MC/ae	BLOCK	LOT	LOCATION	EXHIBIT A OWNER	CERT #	BID
	763	17	110 Cambridge Ave.	Calvary Assembly of God 110 Cambridge Ave.	2009-0461	1,000.00
<b>TOTAL:</b>						1,000.00

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

10-044  
JAN 27 2010

EXHIBIT A

BLOCK	LOT	LOCATION	OWNER	CERT #	BID
763	17	110 Cambridge Ave.	Calvary Asembly of God 110 Cambridge Ave.	2009-0461	1,000.00
TOTAL					1,000.00

**CITY OF JERSEY CITY**

1/19/2010 12:41:28 PM

280 GROVE ST.  
 JERSEY CITY, NJ  
 07302

**MUNICIPAL LIEN REDEMPTION STATEMENT**

**Owner:** CALVARY ASSEMBLY OF GOD  
 PO BOX 17300  
 JERSEY CITY, NJ. 07307

**Property Location:** 110 CAMBRIDGE AV

**Block:** 00763      **Lot:** 00017      **Qual:**      **Account #:** 93880      **Certificate #:** 2009-0461  
**Date of Sale:** 07/07/2009      **Redemption Date:** 01/27/2010

**CERTIFICATE AMOUNT**

**Principal:** 3,167.01      **Tax Sale Interest:** 77.01      **Cost of Sale:** 64.88      **Certificate Amount:** 3,308.90  
**Interest on Certificate is** 18.0000 %      330.89

**ORIGINAL CERTIFICATE DETAILS**

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
TAXES BILL	2009	2	07/07/2009	3,167.01	316.70	3,483.71
COST OF SALE BILL	2009	4	07/07/2009	64.88	6.49	71.37
TAXSALE INT. BILL	2009	4	07/07/2009	77.01	7.70	84.71
<b>Subtotals :</b>				<b>3,308.90</b>	<b>330.89</b>	<b>3,639.79</b>

**REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES**

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2009	4	01/27/2010	66.18	.00	66.18
RECORDING FEE BILL	2009	4	07/21/2009	3.00	.00	3.00
TAXES BILL	2009	3	08/01/2009	2,834.15	249.41	3,083.56
TAXES BILL	2009	4	11/01/2009	2,834.14	121.87	2,956.01
WATER BILL	2009	4	07/21/2009	.00	.00	.00
WATER BILL	2009	4	07/21/2009	.00	.00	.00
<b>Subtotals :</b>				<b>5,737.47</b>	<b>371.28</b>	<b>6,108.75</b>
<b>Total Redemption Amount:</b>				<b>9,046.37</b>	<b>702.17</b>	<b>9,748.54</b>
<b>Redemption Good Thru:</b>				<b>01/27/2010</b>		
<b>Interest Calculated Thru:</b>						

**\*\* The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges \*\***

MAUREEN COSGROVE TAX COLLECTOR  
TAX COLLECTION DIVISION

NOTICE OF PUBLIC SALE BY ASSIGNMENT OF A TAX SALE CERTIFICATE  
HELD BY THE CITY OF JERSEY CITY

Notice is hereby given that the City Council on January 13, 2010 authorized a public sale by assignment of a tax sale certificate pursuant to N.J.S.A. 54:5-114.2(b), the City Of Jersey City received a bid on Friday January 15, 2010 for \$1000.00 for 110 Cambridge Avenue. Bids may also be presented on January 27, 2010 at 6:00 pm at the City Council meeting for the sale of the certificate listed below.

The City Council will vote to accept or reject all bids at the Council meeting scheduled for Wednesday January 27, 2010 at 6:00 P.M.; at City Hall in the Council Chambers 2nd Floor, 280 Grove Street, Jersey City, New Jersey 07302. **Bids Submitted by the owners of the properties will be rejected.** The minimum bid that will be accepted is \$1000.00

BLOCK/ CERT.#	LOT Acct#	ASSESSED TO/ ADDRESS/ PROPERTY LOCATION	BID	Item#
763 2009-0461	17 93880	Calvary Assembly of God 110 Cambridge Ave.	\$1,000.00	1
		Total	\$1,000.00	



Tabernacle

**Date 1/15/10**

Ms. Marureen Cosgrove  
Tax Collector's Office  
280 Grove Street, Room 116  
Jersey City, NJ 07302

P.O. Box 17300  
Jersey City, NJ 07307  
T (201) 798-1234  
F (201) 798-8370  
[info@cityhopecenter.org](mailto:info@cityhopecenter.org)  
[www.hopecenterarts.com](http://www.hopecenterarts.com)

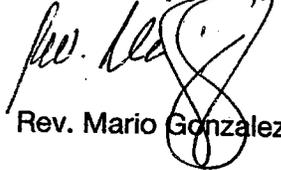
**Re: Sealed Bid for Tax Lien for Property on Block 763, Lot 17**

To Whom It May Concern:,

This letter is to officially submit my sealed bid in the amount of ONE THOUSAND DOLLARS (\$1,000.00) for the tax lien on subject property located on Block 763, Lot 17, commonly known as 110-116 Cambridge Ave., Jersey City, Hudson County, New Jersey 07307.

Should you have any questions or need to give me additionally instructions in this matter, please call me at 201-798-1234, ext 302, or you may reach me at my cell number, 201-344-7552. Thank you for your handling of this request on my behalf.

Respectfully yours,



Rev. Mario Gonzalez

cc: Ada Davis, Esq., Maria Ines Ecchevarria-Cintrón

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

City Clerk File No. Res. 10-045  
 Agenda No. 10.C  
 Approved: JAN 27 2010  
 TITLE: \_\_\_\_\_



## CANCELLATION OF 2008 AND 2009 REAL ESTATE TAXES ON BLOCK 1775.1 LOT 90 ALSO KNOWN AS 475 CLAREMONT AVENUE

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

**WHEREAS**, the City of Jersey City acquired the subject property May 9, 2007 therefore, the property should have been tax exempt for the tax year 2008 & 2009 tax years; and

**WHEREAS**, the property still shows open, based on the original assessment which should have been canceled; and

**WHEREAS**, the Tax Collector's files still indicate that taxes are due for the tax years 2008-2009 and the Tax Collector would like to cancel the erroneous charges in the amount of \$ 1,328.60; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on BLOCK 1775.1 LOT 90, also known as 475 Claremont Avenue, is hereby canceled in the amount of \$ 1,328.60.

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corp. Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 Peter M. Brennan, President of Council

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

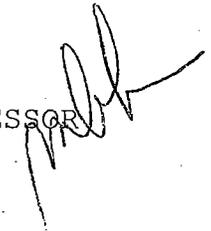
**CITY OF JERSEY CITY  
INTERDEPARTMENTAL MEMORANDUM  
OFFICE OF THE TAX ASSESSOR**

**DATE:** 7 JANUARY 2010

**TO:** MAUREEN COSGROVE, TAX COLLECTOR

**FROM:** EDUARDO TOLOZA, CITY ASSESSOR  
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR

**SUBJECT:** BLOCK 1775.1 LOT 90  
ADDRESS: 475 CLAREMONT AVENUE  
BLOCK 1775.1 LOT 86  
ADDRESS: 47 MALLORY AVENUE



=====

Please be advised that the above-captioned properties (streets) were dedicated back to the City of Jersey City on 9 May 2007. Therefore, the property should be exempt from taxation. Kindly prepare a resolution cancelling taxes for tax years 2008 through 2009.

If you have any questions, please do not hesitate to contact me at x.5130.

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

City Clerk File No. Res. 10-046  
 Agenda No. 10.D  
 Approved: JAN 27 2010  
 TITLE:



## CANCELLATION OF 2008 AND 2009 REAL ESTATE TAXES ON BLOCK 1775.1 LOT 86 ALSO KNOWN AS 47 MALLORY AVENUE

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

**WHEREAS**, the City of Jersey City acquired the subject property May 9, 2007 therefore, the property should have been tax exempt for 2008 & 2009 tax years; and

**WHEREAS**, the property still shows open, based on the original assessment which should have been canceled; and

**WHEREAS**, the Tax Collector's files still indicate that taxes are due for the tax years 2008-2009 and the Tax Collector would like to cancel the erroneous charges in the amount of \$ 2,795.82; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on BLOCK 1775.1 LOT 86, also known as 47 Mallory Avenue, is hereby canceled in the amount of \$ 2,795.82.

APPROVED: [Signature]  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 City Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

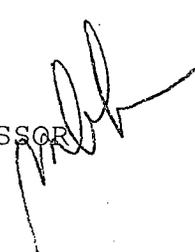
CITY OF JERSEY CITY  
INTERDEPARTMENTAL MEMORANDUM  
OFFICE OF THE TAX ASSESSOR

DATE: 7 JANUARY 2010

TO: MAUREEN COSGROVE, TAX COLLECTOR

FROM: EDUARDO TOLOZA, CITY ASSESSOR  
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR

SUBJECT: BLOCK 1775.1 LOT 90  
ADDRESS: 475 CLAREMONT AVENUE  
BLOCK 1775.1 LOT 86  
ADDRESS: 47 MALLORY AVENUE



=====

Please be advised that the above-captioned properties (streets) were dedicated back to the City of Jersey City on 9 May 2007. Therefore, the property should be exempt from taxation. Kindly prepare a resolution cancelling taxes for tax years 2008 through 2009.

If you have any questions, please do not hesitate to contact me at x.5130.

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

City Clerk File No. Res. 10-047

Agenda No. 10.E

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$636,598.77 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

**WHEREAS**, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

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

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund 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 Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

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

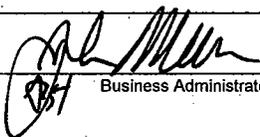
**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

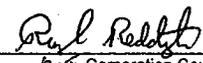
**These settlements will result in a refund and/or credit in the amount of \$636,598.77.**

MAM/mw  
1-11-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
Business Administrator

 \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

2010003

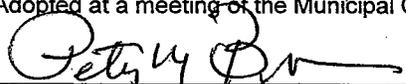
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

Block	Lot	Tax Years	TaxPayer Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
20	2.23	2007	Newport	Washington Blvd.	\$2,000,000	\$1654000	\$346000	\$19,199.54
20	2.23	2008	Newport	Washington Blvd	\$2,000,000	\$1505000	\$495000	\$27,482.40
20	2.23	2009	Newport	Washington Blvd	\$2,000,000	\$1476900	\$523100	\$31,391.23
20	2.43	2007	Newport	2 Sixth Street	\$7,675,100	\$5700000	\$1975100	\$109,598.30
20	2.43	2008	Newport	2 Sixth Street	\$7,675,100	\$5500000	\$2175100	\$120,761.55
20	2.43	2009	Newport	2 Sixth Street	\$7,675,100	\$5300000	\$2375100	\$142,529.75
20	3.20	2008	Newport	Hudson River	\$4,103,000	\$2748000	\$1355000	\$75,229.60
20	3.20	2009	Newport	Hudson River	\$4,103,000	\$2263200	\$1839800	\$110,406.40

*Dr. James V. ... 1-11-10*

<u>Refund</u>	<u>Total Refunds</u>
19,199.54	19199.54
27,482.40	46681.94
31,391.23	78073.17
109,598.30	187671.47
120,761.55	308433.02
142,529.75	450962.77
75,229.60	526192.37
110,406.40	636598.77

**OFFICE OF THE BUSINESS ADMINISTRATOR  
MEMORANDUM**

**DATE:** January 11, 2010

**TO:** Peter Brennan, Council President, and Members of the City Council

**FROM:** Brian O'Reilly, Business Administrator

**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and Newport, the owner of the properties listed on the attached pages. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2007-2009 tax years. The total tax dollar refund for these appeals is \$636,598.77.

Extensive negotiations were held to evaluate the 19 individual cases filed by Newport and its associated companies, Newport Centre and Newport City Development. In the end, 10 of those cases, involving multi-year appeals for 6 different lots, were withdrawn by the property owners. The assessment for Block 20/Lot 3.19 (included in Complaints with Block 20/Lot 3.20) was also affirmed (i.e. remained unchanged). As to the rest of the appeals, an analysis was made of the income and expenses connected to Block 20/Lot 2.23, which contains the marina and Michael Anthony restaurant. This analysis led to a market value which, when the 2007-2009 ratios were applied, indicated that the assessments for those years were outside the permissible range. Block 20/Lot 3.20 is 41 acres of underwater land at the northeastern part of the Newport property. The analysis of the value of this site centered around the proposed "Ellipse" development on the pier (Lots 3.18 and 3.19) which it surrounds. Once a market value was reached, it was determined that the assessment for the 2007 tax year could be supported and would, therefore, be affirmed, but the assessments for 2008 and 2009 were out of the permissible range. The final site, Block 20/Lot 2.43, is a pier at the easternmost edge of Sixth Street, whose only current improvement is a shed. The Planning Board has authorized a resolution approving the installation of four tennis courts and 24 parking spaces on the site. Consequently, the pier does not have the value of other Newport properties with approved development plans for multi-unit residential or office buildings. Given these considerations, an analysis of the market value of the approximately one-acre site led to the conclusion that the assessments for 2007-2009 needed to be reduced.

In some of these cases, the assessments had not been appealed for some time; and, in all cases, the equalized value derived from the assessments could not be supported by sales of similar properties because of the drop in the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For 2007, the ratio was 28.71%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2007 tax year was 24.40% to 33.02%. Consequently, a valid assessment for this property for the 2007 tax year would range between \$3,416,000 and \$4,622,800. In 2008, the ratio dropped again to 26.12%. Therefore, with the same market value, a valid assessment would range between \$3,108,300 and \$4,205,300. For 2009, at a ratio of 25.64%, the range would be \$3,051,200 to \$4,128,100. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

The Tax Assessor and I recommend these settlements as being in the best interests of the City.

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

City Clerk File No. Res. 10-048

Agenda No. 10.F

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$70,757.33 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

**WHEREAS**, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

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

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund 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 Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

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

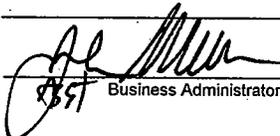
**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

**These settlements will result in a refund and/or credit in the amount of \$70,757.33.**

MAM/mw  
1-11-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

2010001

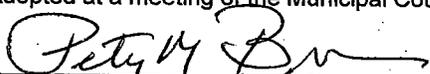
APPROVED 8-0

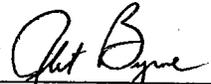
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

<u>Block</u>	<u>Lot</u>	<u>Tax Year</u>	<u>Taxpayer/Owner</u>	<u>Property Address</u>	<u>Present Assessment</u>	<u>Settled Assessment</u>	<u>Assessment Reduction</u>	<u>Refund</u>
60	25.H	2008	Liberty Harbor Holding	Morris Canal	\$307,848	\$307,848	\$0	\$0
60	25.H	2009	Liberty Harbor Holding	Morris Canal	\$307,848	\$307,848	\$0	\$0
60	26	2008	Liberty Harbor Holding	Tide Water Basin	\$208,800	\$30,000	\$178,800	\$9,926.98
60	26.A	2008	Liberty Harbor Holding	2 Marin Boulevard	\$799,426	\$729,426	\$0	\$0
60	26.A	2009	Liberty Harbor Holding	2 Marin Boulevard	\$799,426	\$729,426	\$0	\$0
60	26.B	2008	Liberty Harbor Holding	Tide Water Basin	\$484,114	\$484,114	\$0	\$0
60	26.B	2009	Liberty Harbor Holding	Tide Water Basin	\$484,114	\$484,114	\$0	\$0
60	26B.W	2008	Liberty Harbor North	Tide Water Basin	\$1,000,000	\$936,200	\$63,800	\$3,542.18
60	26B.W	2009	Liberty Harbor North	Tide Water Basin	\$1,000,000	\$936,200	\$63,800	\$3,828.64
60	27.B	2008	Liberty Harbor Holding	Marin Boulevard	\$45,275	\$45,275	\$0	\$0
60	27.B	2009	Liberty Harbor Holding	Marin Boulevard	\$45,275	\$45,275	\$0	\$0
60	27.D	2008	Liberty Harbor Holding	Marin Boulevard	\$29,164	\$29,164	\$0	\$0
60	27.D	2009	Liberty Harbor Holding	Marin Boulevard	\$29,164	\$29,164	\$0	\$0
60	60	2008	Liberty Harbor Holding	Morris Boulevard	\$409,500	\$409,500	\$0	\$0
60	61	2008	Liberty Harbor Holding	Morris Boulevard	\$282,100	\$282,100	\$0	\$0
60	61	2009	Liberty Harbor Holding	Morris Boulevard	\$282,100	\$282,100	\$0	\$0

<u>Block</u>	<u>Lot</u>	<u>Tax Year</u>	<u>Taxpayer/Owner</u>	<u>Property Address</u>	<u>Present Assessment</u>	<u>Settled Assessment</u>	<u>Assessment Reduction</u>	<u>Refund</u>
60	62	2008	Liberty Harbor Holding	Morris Boulevard	\$275,600	\$275,600	\$0	\$0
60	62	2009	Liberty Harbor Holding	Morris Boulevard	\$275,600	\$275,600	\$0	\$0
60	63	2008	Liberty Harbor Holding	Morris Boulevard	\$357,500	\$357,500	\$0	\$0
60	63	2009	Liberty Harbor Holding	Morris Boulevard	\$357,500	\$357,500	\$0	\$0
60	64	2008	Liberty Harbor Holding	Morris Boulevard	\$517,400	\$517,400	\$0	\$0
60	64	2009	Liberty Harbor Holding	Morris Boulevard	\$517,400	\$517,400	\$0	\$0
60	65	2008	Liberty Harbor North	Morris Boulevard	\$539,500	\$539,500	\$0	\$0
60	69	2008	Liberty Harbor Holding	Marin Boulevard	\$19,400	\$19,400	\$0	\$0
60	70	2007	Liberty Harbor Holding	130 Marin Boulevard	\$811,100	\$546,100	\$265,000	\$14,704.85
60	70	2008	Liberty Harbor Holding	130 Marin Boulevard	\$811,100	\$546,100	\$265,000	\$14,712.80
60	70	2009	Liberty Harbor Holding	130 Marin Boulevard	\$811,100	\$546,100	\$265,000	\$15,902.65
60.01	1	2008 (Added Assessment)	Liberty Harbor North	325 Grand Street	\$246,600	\$100,000	\$146,600	\$8,139.23
60.02	14	2008	Liberty Harbor North	30 Regent Street	\$111,200	\$111,200	\$0	\$0
60.09	1	2008	Liberty Harbor North	250 Morris Boulevard	\$107,900	\$107,900	\$0	\$0
60.15	1	2008	Liberty Harbor North	Morris Boulevard	\$281,400	\$281,400	\$0	\$0

<u>Block</u>	<u>Lot</u>	<u>Tax Year</u>	<u>Taxpayer/Owner</u>	<u>Property Address</u>	<u>Present Assessment</u>	<u>Settled Assessment</u>	<u>Assessment Reduction</u>	<u>Refund</u>
60.15	2	2008	Liberty Harbor North	Morris Boulevard	\$49,800	\$49,800	\$0	\$0
60.26	1	2008	Liberty Harbor North	Marin Boulevard	\$338,400	\$338,400	\$0	\$0

ALL VALUES FROM BEL SEISHER 1-11-10

<b>Refund</b>	<b>Total Refund</b>
9,926.98	9,926.98
3,542.18	13,469.16
3,828.64	17,297.80
14,704.85	32,002.65
14,712.80	46,715.45
15,902.65	62,618.10
8,139.23	70,757.33

**OFFICE OF THE BUSINESS ADMINISTRATOR  
MEMORANDUM**

**DATE:** January 6, 2010

**TO:** Peter Brennan, Council President, and Members of the City Council

**FROM:** Brian O'Reilly, Business Administrator

**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and Liberty Harbor Holding, LLC, and Liberty Harbor North II U.R. Co., the owners of the properties listed on the attached pages. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2007-2009 tax years. The total tax dollar refund for these appeals is \$70,757.33.

As the attached Schedule A indicates, as part of the settlement agreement, the appeals of the assessments on the majority of the lots at issue were affirmed (i.e. unchanged) for all years. The assessments that were changed include Block 60/ Lot 26B.W, on which the improvement assessment was changed to reflect the condition of the structure on the lot. The same was true for Block 60/ Lot 70. The added assessment on Block 60.01/ Lot 1 was reduced because the structure on the property is actually four trailers attached to each other and, therefore, not entirely a permanent fixture. The assessment on the vacant land at Block 60/ Lot 26 was reduced because, on its own, it is an unbuildable stretch of land which once ran under a Conrail line.

In some of these cases, the assessments had not been appealed for some time; and, in all cases, the equalized value derived from the assessments could not be supported by sales of similar properties because of the drop in the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For 2007, the ratio was 28.71%, The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question . Under Title 54, assessments are valid if they fall within what is called the

statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2007 tax year was 24.40% to 33.02%. Consequently, a valid assessment for this property for the 2007 tax year would range between \$3,416,000 and \$4,622,800. In 2008, the ratio dropped again to 26.12%. Therefore, with the same market value, a valid assessment would range between \$3,108,300 and \$4,205,300. For 2009, at a ratio of 25.64%, the range would be \$3,051,200 to \$4,128,100. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

The Tax Assessor and I recommend these settlements as being in the best interests of the City.

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

City Clerk File No. Res. 10-049

Agenda No. 10.6

Approved: JAN 27 2010

TITLE:



**RESOLUTION DIRECTING THE REMOVAL OF JOSEPH CARDWELL AS A MEMBER OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY PURSUANT TO N.J.S.A. 40:14B-16**

**COUNCIL**

**OFFERED AND MOVED**

**ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, by resolution adopted on May 28, 2008 Joseph Cardwell was appointed as an alternate to the Board of Trustees of the Jersey City Municipal Utilities Authority for a term to expire on January 31, 2013; and

**WHEREAS**, on July 22, 2009, in a criminal complaint entitled United States of America vs. Joseph Cardwell: Mag. No. 09-8129, Joseph Cardwell was charged with agreeing to offer bribes to public officials, involving more than \$5,000, in violation of Title 18, United States Code, Section 666(a)(2) and Section 2; and

**WHEREAS**, by letter dated July 29, 2009, the City of Jersey City asked Joseph Cardwell to resign from the Board of the Jersey City Municipal Utilities Authority; and

**WHEREAS**, on January 13, 2010 Joseph Cardwell was indicted and charged with agreeing to offer bribes to a public official; and

**WHEREAS**, pursuant to NJSA 40:14B-16, a board member can be removed for cause only by the Municipal Council acting as a whole, no sooner than 10 days after he has been served with a copy of the charges and given an opportunity to be heard; and

**WHEREAS**, the Municipal Council of the City of Jersey City may prefer charges, and authorize the appointment of a hearing officer to conduct a hearing, and make findings and a recommendation to the Municipal Council who then must vote to remove or not remove the board member.

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

1. A copy of this resolution shall constitute charges pursuant to statute and be served upon Joseph Cardwell by counsel to the Jersey City Municipal Utilities Authority, who shall certify to the City Clerk the date of service;
2. Joseph Cardwell's removal from office of commissioner shall become effective on the tenth day following service of this resolution upon him unless he or his attorney shall have notified the City Clerk that he wishes to be heard prior to removal;
3. In the event of such a hearing, the Corporation Counsel shall appoint a prosecuting attorney and the Business Administrator shall appoint a hearing officer, who shall hear such matter and report to the Council; and

TITLE: JAN 27 2010

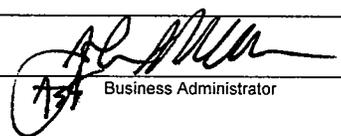
**RESOLUTION DIRECTING THE REMOVAL OF JOSEPH CARDWELL AS A MEMBER OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY PURSUANT TO N.J.S.A. 40:14B-16**

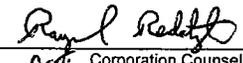
4. Thereafter, the Council shall by resolution accept or reject the findings and report of the hearing officer.

1-27-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

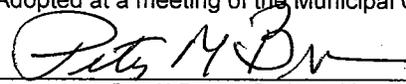
APPROVED 8-0

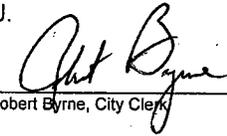
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA			ABSENT
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-050  
 Agenda No. 10.H  
 Approved: JAN 27 2010



**TITLE: RESOLUTION AUTHORIZING A SETTLEMENT OF THE CLAIM OF THE CITY OF JERSEY CITY AGAINST LINCOLN INSURANCE COMPANY**

**COUNCIL as a whole, offered and moved adoption of the following Resolution:**

**WHEREAS**, Lincoln Insurance Company [Insurers] had issued certain liability insurance policies for the benefit of the City of Jersey City [City], including but not limited to Lincoln Policy No. EL56475 [the Policy]; and

**WHEREAS**, City had filed a claim against the Insurers [the parties] looking for payment of certain excess liability policy issued to the City between 1978 and 1979 in settlement of certain environmental claims; and

**WHEREAS**, the City has asserted and Insurers dispute that the City is entitled to insurance coverage under the Policy; and

**WHEREAS**, Insurers contend that questions of insurance coverage are presented by the City's claim for defense and/or indemnification from Insurers under the Policy; and

**WHEREAS**, the City and Insurers acknowledge the existence of disputed questions concerning insurance coverage under the Policy; and

**WHEREAS**, as a result of extensive negotiations between the parties, the parties have entered into a Settlement Agreement [Agreement], copy of which is attached, to fully and finally settle all disputes, controversies, and Claims concerning insurance coverage under the Policy to the extent provided; and

**WHEREAS**, the parties agreed that the Insurers shall pay the City the single and total sum of Twenty Thousand Dollars (\$20,000) within thirty (30) days from complete execution of the Agreement for damages including attorney's fees; and

**WHEREAS**, payment shall be made by check (sent by overnight mail) payable to "Golub & Isabel, Attorney Trust Account f/b/o City of Jersey City" and delivered to Golub & Isabel, 160 Littleton Road, Suite 300, Parsippany, New Jersey 07054.

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

1. The Settlement of the claim of City of Jersey City against the Lincoln Insurance Company, is hereby approved.
2. The Mayor, the Corporation Counsel or the Business Administrator are authorized to execute the Settlement Agreement and Release and any other documents appropriate or necessary to effectuate the settlement.
3. The Settlement Agreement and Release shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor and the Business Administrator.

*AV/the*  
1/20/10  
APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

2010006

Certification Required   
 Not Required

APPROVED 8-0  
1/27/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

## II. SETTLEMENT PAYMENT AND RELEASES

### 2.1. Permanent and Binding Resolution

This Agreement is a permanent and binding resolution of the rights, obligations, and remedies of Lincoln and the City concerning liability insurance coverage under the Subject Policy.

### 2.2. Payment By Lincoln

As a negotiated compromise, in consideration of the agreement by the City to perform the obligations required of it hereunder and to release Lincoln to the full extent set forth in this Settlement Agreement, and for good and valuable consideration, which the Parties certify is fair and reasonable for the releases of Claims provided herein, Lincoln agrees to pay to the City the single and total sum of Twenty Thousand United States Dollars (\$20,000) ("Settlement Amount") within thirty (30) days from the Effective Date of this Agreement. The obligation to pay the settlement amount shall solely be the obligation of Lincoln Insurance Company. Lincoln Insurance Company's payment shall be made by wire transfer or check (sent by overnight mail) payable to "Golub & Isabel, Attorney Trust Account f/b/o City of Jersey City" and delivered to Golub & Isabel, 160 Littleton Road, Suite 300, Parsippany, New Jersey 07054.

### 2.3. Preservation of Rights Against Third Parties

Subject to Paragraph 3.9, the City and Lincoln specifically reserve all of their respective rights, remedies, defenses to and interest in any and all Claims which have been or may be asserted by or against other Persons not a party to this Agreement.

#### 2.4. Refund of Settlement Proceeds

The City agrees to refund settlement proceeds to Lincoln to reimburse Lincoln for any and all liabilities paid to third parties by Lincoln as a result of claims against Lincoln relating to, or arising out of, the Subject Policy, including without limitation claims by other insurers. However, the City shall not refund settlement proceeds to Lincoln for any defense costs (including but not limited to attorneys' fees and expenses). The City's financial obligations pursuant to this paragraph shall not exceed the Settlement Amount.

Should any such Claims that are potentially subject to a refund be brought against Lincoln, Lincoln agrees (i) promptly to notify the City of any such Claims that, absent the provisions of this paragraph, might otherwise obligate Lincoln to make a direct payment to any claimant; (ii) to cooperate with the City and exercise good faith in the defense of such Claims; and (iii) to cooperate to the full extent possible to assure that any such claims that may be successfully asserted against Lincoln be satisfied through appropriate set-offs against claims successfully asserted by the City against those parties claiming against Lincoln or through the refund of settlement proceeds from the City to Lincoln. In the event such a Claim is brought against Lincoln, the City shall use reasonable efforts to obtain a dismissal of Lincoln on the basis that Lincoln's obligations were fully and finally resolved by a reasonable, good faith settlement under the Subject Policy.

#### 2.5 Judgment Reduction

If the City obtains a judgment or binding arbitration award against any other insurer in connection with any Claim released pursuant to this Agreement, and that

insurer thereafter obtains a judgment or binding arbitration award against Lincoln on the ground that the judgment or binding arbitration award granted to the City against that other insurer included sums that are allocable to Lincoln, the City agrees to reduce its judgment or binding arbitration award against the other insurer to avoid such liability being imposed on Lincoln. Such a reduction in the City's judgment or binding arbitration award will be accomplished by subtracting from the judgment or binding arbitration award against the other insurer a share of the judgment or binding arbitration award, if any, that is held through such judgment or binding arbitration award to be allocable to Lincoln. To ensure that such a reduction is accomplished, Lincoln shall be entitled to assert this paragraph as a defense in any Claim against it for any such portion of the judgment or binding arbitration claim or award, and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect it from any liability for the judgment or binding arbitration claim or award.

2.6. Releases

In consideration of payment of the Settlement Amount by Lincoln, and for other good and valuable consideration furnished and to be furnished by the City, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby release, remise, and forever discharge each other from all liability and obligations under or relating to the Policy. The Release set forth in paragraph 2.6 shall extend to Markel Service, Incorporated ("Markel"), Lincoln's claim manager with regard to the Subject Policy.

Effective upon actual receipt of full payment of the Settlement Amount, the City shall release and forever discharge Lincoln and Markel from (a) each and every

Claim by the City under the Subject Policy, whether asserted or not; (b) any past, existing and future Claim of any nature and kind whatsoever, whether known or unknown, for coverage under the Subject Policy; and (c) any past, existing and future Claim, whether known or unknown, for bad faith, unfair claim handling, refusal to defend or settle, or any other breach of a duty arising under the Subject Policy. It is the expressed intent and understanding of the Parties that upon actual receipt of full payment of the Settlement Amount, the Subject Policy shall be transferred back to Lincoln and deemed terminated and exhausted, and that full payment of the Settlement Amount will constitute a full and final satisfaction of any and all of Lincoln's liability limits under the Subject Policy and serve to terminate any obligation of Lincoln to the City under or arising out of the Subject Policy.

Effective simultaneously with the Release set forth in the prior paragraph, Lincoln shall release and forever discharge the City from: (a) any Claim, whether known or unknown, for debts or breach of obligations under the Subject Policy; and (b) any past, present and future Claim, whether known or unknown, for reverse, contributory or comparative bad faith, unfair claim handling, refusal to defend or settle, or any other alleged breach of a duty arising under the Subject Policy.

The Parties hereby fully release and forever discharge each other from all liability and obligations under or relating to the Subject Policy, for any act or omission or alleged act or omission including, but not limited to, acts or omissions, if any, constituting unfair defense or settlement practices, insurance or other statutory code violations, bad faith, breach of fiduciary duty, fraud, malice, or oppression arising out of the City's demands for insurance coverage under the Subject Policy. Upon receipt of the

Settlement Amount, the Subject Policy will be considered null and void and of no further force or effect.

### III. GENERAL CONDITIONS

#### 3.1. Warranties

To the extent applicable, the City and Lincoln represent and warrant that:

a. The City and Lincoln have not and will not assign, transfer, convey, or sell, or purport to assign, transfer, convey, or sell, to any Person or entity of any kind any Claims under the Policy relating to the matters released herein, and that to their respective knowledge they are the only Persons entitled to recover for any damages with respect to such Claims;

b. No subrogation of the City's or Lincoln's Claims has taken place;

c. The City and Lincoln will not in any way voluntarily assist another Person in the establishment of any Claim against any other Party to this Agreement in any way relating to the investigation, handling, defense, or settlement of the City's Claims under the Subject Policy;

d. The City and Lincoln are duly organized and validly existing in good standing under the laws of one of the states of the United States;

e. The City and Lincoln have taken all necessary corporate and legal actions to duly approve the making and performance of this Agreement and that no further corporate or other approval is necessary;

f. The making and performance of this Agreement will not violate any provision of law or of their respective articles of incorporation or by-laws;

g. Each Party hereby represents and warrants that it is not insolvent and does not have any present intent to file for bankruptcy protection within the next twelve (12) months; and

h. The City and Lincoln have read this Agreement and know the contents hereof, the terms hereof including recitals are contractual, and they have signed this Agreement of their own free act; and in making this Agreement they have obtained the advice of legal counsel.

### 3.2. Binding Agreement

Each term of this Agreement is binding upon the signatories hereto, and their respective predecessors, successors, transferees, assigns, representatives, principals, agents, officers, directors, and employees.

### 3.3. Formation and Use of Agreement

This Agreement is a compromise and settlement of disputed Claims. The parties hereto acknowledge that nothing contained in this Agreement constitutes an admission or any evidence that any party hereto has breached any obligation or engaged in any wrongdoing or misconduct or incurred any liability of any kind. This Agreement is not intended to be, nor shall it be construed as, an admission of liability or responsibility by Lincoln, which continues to deny such liability and disclaim such responsibility. This Agreement shall not be considered as an admission by the City that Lincoln was not liable or responsible for amounts in excess of the Settlement Amount. This Agreement is the product of arms-length negotiations, is not intended to nor shall it be construed as an admission regarding insurance policy interpretation, and shall not be used in any court or dispute resolution proceeding to create, prove, or interpret the

obligations under any insurance policy issued by Lincoln. The parties have entered into this Agreement solely to resolve the dispute between them.

3.4. Integration

This Agreement prevails over prior communications regarding the matters contained herein between the signatories hereto or their representatives. This Agreement is an integrated agreement and contains the entire agreement regarding the matters herein between the signatories hereto and no representations, warranties, or promises have been made or relied on by any signatory hereto other than as set forth herein. This Agreement was drafted by counsel for the signatories hereto, and there shall not be a presumption or construction against any signatory hereto, each such signatory expressly waiving the doctrine of *contra proferentem* with respect to the interpretation and application of this Agreement.

3.5. Parties

This Agreement is intended to confer rights and benefits only on the Parties hereto, and their successors and assigns, and is not intended to confer any right or benefit upon any other Person. No Person other than the parties hereto shall have any enforceable right under this Agreement. All rights of action for any breach of this Agreement are hereby reserved to the Parties hereto.

3.6. Without Prejudice

This Agreement is without prejudice or value as precedent and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under, or terms and conditions of, any other agreement or any insurance policy.

3.7 Not a Policy of Insurance

This Agreement is not a policy of insurance and the signatories do not intend that it will be interpreted as such.

3.8. Confidentiality

a. This Agreement is confidential and, to the extent allowable by law, neither the terms of this Agreement nor its negotiation, execution, or implementation, or communications generated in connection therewith (collectively, "Confidential Compromise Material") shall be disclosed to any Person or invoked by the parties hereto in any proceeding, whether by way of discovery, evidence, offer of proof, or otherwise, for any purpose, including, but not limited to, efforts to prove either the acceptance by any Party hereto of any particular theory of coverage or as evidence of any obligation that any Party has or may have to any Person.

b. In addition to the confidentiality provisions contained herein and not by way of limitation thereof, this Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and any similar state law provision.

c. Notwithstanding the foregoing, the parties may disclose Confidential Compromise Material: (i) in response to a judicial order or request from the Securities and Exchange Commission, the Internal Revenue Service or insurance regulators, or as otherwise required by law, including but not limited to responses to requests for information required under the New Jersey Open Public Records Act; (ii) in an action to enforce the terms of this Agreement; (iii) to reinsurers of Lincoln, reinsurance intermediaries and retrocessionaires; (iv) to parent, subsidiary, affiliate, associated, or

parent companies of the Parties and their counsel; and (v) to accountants and auditors of or counsel to the Parties upon their request, provided that disclosure pursuant to subparts (ii) and (v) above shall only be made under appropriate assurances of confidentiality.

d. In the event that another Person requests in a legal proceeding that one of the Parties to this Agreement disclose any of the terms and conditions of this Agreement, the Party from whom disclosure is sought will notify the other Party to this Agreement as soon as practicable of said request. If said disclosure is ordered by a court, the Parties shall use their best efforts to restrict the disclosure of such information to the court, counsel and the parties to that proceeding, and to disclose only those terms that are essential to compliance with such Order.

e. Nothing contained in this confidentiality provision shall be interpreted to restrict the right of any Party to bring a Claim or to introduce evidence predicated on a breach of this Agreement, or to make sworn statements as to the fact of settlement and releases provided herein in connection therewith.

f. Lincoln acknowledges that the City is obligated to comply with New Jersey law regarding its activities, including but not limited to Jersey City ordinances and New Jersey laws relating to access to public records. Notwithstanding any other provisions of this Settlement Agreement, the City's performance of its obligations hereunder will at all times be consistent with Jersey City ordinance and New Jersey law.

### 3.9. Contribution, Reimbursement and Subrogation Claims

a. Lincoln agrees that it will not assert any Claim or file any action, whether based on theories of contribution, reimbursement, indemnity, subrogation, equitable allocation, apportionment, third-party beneficiary, assignment or otherwise,

seeking to recover any portion of the Settlement Amount or any other costs (including attorneys' fees) incurred by Lincoln as a result of the City's Claims under the Subject Policy against either (i) the City or (ii) any other insurer of the City that enters into a settlement with regard to the Claims under a written agreement which provides that such other insurer agrees to refrain from asserting any such Claims against Lincoln. Lincoln also agrees that it is not entitled to any part of any judgment that may be entered in favor of the City and against any other entity against whom the City has a Claim arising out of the matters settled under this Agreement.

b. Notwithstanding the foregoing, Lincoln will have the right to assert Claims for contribution or subrogation against any other insurer of the City that files an action against Lincoln relating to the Claims that are the subject of the Agreement. Further, nothing in this Agreement shall affect any Claims or rights Lincoln may have against its reinsurers in their capacity as such, even if such reinsurers are also other insurers of the City.

c. The City agrees that, in the event that it enters into any settlement agreements with one or more of its other insurers with regard to Claims that are the subject of this Agreement, the City will use its best efforts to include in such other agreements provisions substantially identical to those set forth in this paragraph 3.9.

### 3.10 Continuation of Agreement

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

3.11. Other Assurances

Each party hereto shall provide such further and other written assurances necessary to effectuate the terms and intent hereof.

3.12. Amendment

This Agreement may not be amended or modified except by a written instrument signed by the duly authorized representatives of all of the Parties.

3.13. Headings

The headings of paragraphs are designed to facilitate ready reference to subject matter and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language contained in this Agreement.

3.14. Notices

Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent via certified mail, return receipt requested, and via facsimile to the attention of the Persons indicated below, until such time as notice of any change of Person to be notified or change of address is forwarded to all parties:

a. The City:

City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, NJ 07302  
Attn. Corporation Counsel

with copies to:

David L. Isabel, Esq.  
Golub & Isabel  
160 Littleton Road  
Suite 300  
Parsippany, NJ 07054

and

Laurence J. Eisenstein, Esq.  
Eisenstein Malanchuk LLP  
1048 Potomac Street, N.W.  
Washington, DC 20007

- b. Lincoln:  
Lynnae Daberkow  
Senior Claims Examiner  
c/o Markel Service, Incorporated  
Ten Parkway North  
Deerfield, IL 60015

with a copy to:

Robert P. Siegel, Esq.  
Traub Lieberman Straus & Shrewsbury LLP  
Mid-Westchester Executive Park  
Seven Skyline Drive  
Hawthorne, NY 10532

3.15. Execution

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be all original and all of which together shall constitute but one and the same instrument.

3.16 Authority to Sign Agreement

The individuals signing this Settlement Agreement and the parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the parties for whom they have signed.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement by their  
duly authorized representatives.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LINCOLN INSURANCE COMPANY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SETTLEMENT AGREEMENT, POLICY BUYBACK AND RELEASE

This Settlement Agreement, Policy Buyback and Release (hereinafter referred to as the "Agreement"), is entered into by and between the City of Jersey City ("the City," as defined below) and Lincoln Insurance Company ("Lincoln," as defined below) in accordance with the terms and conditions set forth below.

The City and Lincoln are sometimes hereinafter collectively referred to as the "Parties," and may be referenced individually as a "Party."

### RECITALS

WHEREAS, the City has asserted and Lincoln disputes that the City is entitled to insurance coverage under the Subject Policy;

WHEREAS, the City and Lincoln acknowledge the existence of disputed questions concerning insurance coverage under the Subject Policy;

WHEREAS, the City and Lincoln desire and intend to compromise their dispute and settle fully and finally all disputes, controversies, and Claims concerning insurance coverage under the Subject Policy, and to release and commute all rights, obligations and liabilities, known and unknown, past, present and future under the Subject Policy and to terminate fully and finally their relationship with respect to the Subject Policy, and to have the Subject Policy transferred back from the City to Lincoln;

NOW, THEREFORE, in consideration of and in reliance upon the recitals, definitions, mutual promises, covenants, understandings and obligations set forth above and herein and for good and valuable consideration and intending to be legally bound thereby, the City and Lincoln mutually agree as follows:

I. DEFINITIONS

1.1. For purposes of this Agreement, "the City" shall mean the City of Jersey City, a body corporate and politic, on behalf of itself and each of its departments and non-autonomous agencies, and, in their capacity as such, their past, present and future agents, elected officials, directors, employees, attorneys, representatives, predecessors, successors and assigns, and all other Persons insured under the Subject Policy or who claim entitlement to the benefits of the Subject Policy.

1.2. For purposes of this Agreement, "Lincoln" shall include: (a) Lincoln Insurance Company and (b) in their capacity as such, all of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessor and successor companies and all of their present, past and future officers, directors, employees, stockholders, representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, and all other Persons, firms or entities that might be claimed to be liable for any alleged obligations of Lincoln under the Subject Policy.

1.3. For purposes of this Agreement, "Claim" or "Claims" shall include any and all past, present and future claims, suits, actions, causes of action, direct actions, choses in action, actions of any kind, rights, liabilities, obligations, oral demands and written demands (including letter demands, notices or inquiries from any Person or government or quasi-government agency), arbitration or mediation demands, requests for insurance coverage, proofs of claim, obligations, penalties, assessments, damages (including natural resource damages), costs (including attorneys' fees and expenses), trusts of any kind, criminal proceedings, any cross-claim, counter-claim, third-party

claim, right, request, suit, lawsuit, administrative proceeding, notice, arbitration, order or demand, or liability of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, liquidated or unliquidated, accrued or unaccrued, whether legal or equitable, and whether sounding in tort or in contract, or any statutory or common law claim of nuisance, trespass, negligence, strict liability, extra-contractual damages, or remedy of any type, which has been or may be asserted by or on behalf of the City or any Person, including, without limitation, claims for alleged property damage, property value diminution, natural resource impairment/clean up expense, bodily injury, personal injury or medical monitoring, and shall expressly include any and all claims pertaining to alleged chromium contamination and/or alleged contamination of the Passaic River.

1.4. "Subject Policy" shall mean Lincoln Insurance Company Policy No. EL 56475.

1.5. "Person" shall mean an individual, partnership, corporation, trust, governmental entity of any kind (including any federal, state or local government or quasi-governmental entity or agency), or any other legal entity or organization of any kind or description.

1.6. "Effective Date" means the last date the Agreement is executed by the authorized representatives of the Parties.

1.7. The singular shall include the plural and vice versa and each defined term in the neuter, masculine or feminine gender shall include the other genders.

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

City Clerk File No. Res. 10-051

Agenda No. 10.1

Approved: JAN 27 2010



**TITLE: RESOLUTION AUTHORIZING A SETTLEMENT OF THE CLAIM OF THE CITY OF JERSEY CITY AGAINST AMERICAN HOME ASSURANCE COMPANY**

**COUNCIL as a whole, offered and moved adoption of the following Resolution:**

**WHEREAS**, American Home Assurance Company [Insurers] had issued certain liability insurance policies for the benefit of the City of Jersey City [City], including but not limited to American Home Policy No. CE3451753 and American Home Policy No. CE3592119 [the Policies]; and

**WHEREAS**, City had filed a claim against the Insurers [the parties] looking for payment of certain excess liability policies issued to the City between 1975 and 1976 in settlement of certain environmental claims; and

**WHEREAS**, the City has asserted and Insurers dispute that the City is entitled to insurance coverage under the Policies; and

**WHEREAS**, Insurers contend that questions of insurance coverage are presented by the City's claim for defense and/or indemnification from Insurers under the Policies; and

**WHEREAS**, the City and Insurers acknowledge the existence of disputed questions concerning insurance coverage under the Policies; and

**WHEREAS**, as a result of extensive negotiations between the parties, the parties have entered into a Settlement Agreement [Agreement], copy of which is attached, to fully and finally settle all disputes, controversies, and Claims concerning insurance coverage under the Policies to the extent provided; and

**WHEREAS**, the parties agreed that the Insurers shall pay the City the single and total sum of Twenty Thousand Dollars (\$20,000) within thirty (30) days from complete execution of the Agreement for damages including attorney's fees; and

**WHEREAS**, payment shall be made by check (sent by overnight mail) payable to "Golub & Isabel, Attorney Trust Account f/b/o City of Jersey City" and delivered to Golub & Isabel, 160 Littleton Road, Suite 300, Parsippany, New Jersey 07054.

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

1. The Settlement of the claim of City of Jersey City against the American Home Assurance Company, is hereby approved.
2. The Mayor, the Corporation Counsel or the Business Administrator are authorized to execute the Settlement Agreement and Release and any other documents appropriate or necessary to effectuate the settlement.
3. The Settlement Agreement and Release shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor and the Business Administrator.

APPROVED: *[Signature]*  
1/20/10

APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

2010008

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as the "Agreement"), effective as of the date it is fully executed, is entered into by and between the City of Jersey City (as defined below) and American Home Assurance Company ("American Home") as of the date of execution of this Agreement by all signatories in accordance with the terms and conditions set forth below.

The City of Jersey City and American Home are sometimes hereinafter collectively referred to as the "Parties", and may be referenced singularly as a "Party".

### DEFINITIONS

1. For purposes of this Agreement, "the City" shall mean the City of Jersey City, a body corporate and politic, on behalf of itself and each of its departments and non-autonomous agencies, and, in their capacity as such, agents, elected officials, directors, employees, attorneys, representatives, predecessors, successors and assigns.

2. For purposes of this Agreement, "Insurers" shall include: (a) any company corporately affiliated with Chartis Inc. as of the effective date of this Agreement, including, but not limited to, American Home Assurance Company, and those entities identified on Exhibit A attached hereto, and any parent, affiliates, or subsidiary companies; and (b) all of the past and present officers, directors, employees, and representatives of any company or entity encompassed in (a), *supra*, but only in their capacity as such.

3. For purposes of this Agreement, "Claim" or "Claims" shall include all and any kind of claims, suits, causes of action, direct actions, choses in action, actions of any kind whether legal or equitable, rights, liabilities, obligations, oral demands, and written demands, all of the foregoing including, but not limited to, past, present, or future, known or unknown, claims for alleged property damage, property value diminution, natural resource impairment/clean up expense, bodily injury, personal injury or medical monitoring.

4. For purposes of this Agreement, "Policies" shall mean, individually and collectively, all liability insurance policies issued by or on behalf of Insurers to, or for the benefit of, the City, including but not limited to American Home Policy No. CE3451753 and American Home Policy No. CE3592119.

The City and Insurers have conducted a diligent search and are unaware of any liability insurance policies issued to the City by Insurers other than the policies that are listed above.

5. For purposes of this Agreement, "Person" shall mean a human being, individual, partnership, corporation, governmental entity of any kind, or any legal entity of any kind.

6. For purposes of this Agreement, the singular shall include the plural and vice versa.

## RECITALS

7. The City has asserted and Insurers dispute that the City is entitled to insurance coverage under the Policies.

8. Insurers contend that questions of insurance coverage are presented by the City's claim for defense and/or indemnification from Insurers under the Policies.

9. The City and Insurers acknowledge the existence of disputed questions concerning insurance coverage under the Policies.

10. The City and Insurers desire and intend to settle fully and finally all disputes, controversies, and Claims concerning insurance coverage under the Policies, to the extent provided.

NOW, THEREFORE, in consideration of and in reliance upon the definitions, recitals, promises, covenants, understandings, and obligations hereinbefore and hereinafter set forth, the City and Insurers mutually agree as follows:

SETTLEMENT PAYMENTS AND RELEASES

11. Permanent and Binding Resolution

This Agreement and Release attached as Exhibit B hereto are a permanent and binding resolution of the rights, obligations, and remedies of Insurers and the City concerning insurance coverage under the Policies.

12. Payment By Insurers

As a negotiated compromise, in consideration of the agreement by the City to perform the obligations required of it hereunder and to release or procure the release of Insurers to the full extent set forth in this Settlement Agreement and the Release attached hereto as Exhibit B, Insurers agree to pay to the City the single and total sum of Twenty Thousand United States Dollars (\$20,000) within thirty (30) days from complete

execution this Agreement and the Release by the City and Insurers. Payment shall be made by check (sent by overnight mail) payable to "Golub & Isabel, Attorney Trust Account f/b/o City of Jersey City" and delivered to Golub & Isabel, 160 Littleton Road, Suite 300, Parsippany, New Jersey 07054. Payment hereunder may be allocated by American Home with respect to and between and among indemnity and defense, their policies or policy years, and otherwise in such manner as they determine in their sole discretion.

13. Preservation of the City's Rights Against Third Parties

The City specifically reserves all of its rights to and interest in any and all Claims which have been or may be asserted against other Persons not a party to this Agreement.

14. Refund of Settlement Proceeds

The City agrees to refund settlement proceeds to American Home to reimburse Insurers for any and all liabilities paid to third parties by Insurers as a result of Claims against Insurers relating to, or arising out of, the Policies, including without limitation Claims by other insurers. However, the City shall not refund settlement proceeds to Insurers for any defense costs (including but not limited to attorneys' fees and expenses). The City's financial obligations pursuant to this paragraph 14 shall not exceed the settlement amount.

Should any such Claims that are potentially subject to a refund be brought against Insurers, (a) Insurers agree (i) promptly to notify the City of any such claims that, absent the provisions of this paragraph, might otherwise obligate Insurers to make a direct payment to any claimant; (ii) to cooperate with the City and exercise good faith in the defense and/or resolution of such Claims; and (iii) to cooperate to the full extent possible

to assure that any such Claims that may be successfully asserted against Insurers may be satisfied through appropriate set-offs from claims successfully asserted by the City against those parties claiming against Insurers or through the refund of settlement proceeds from the City to Insurers and (b) the City agrees to cooperate with Insurers and take the position that Insurers are not liable to such other insurers because of this settlement and the release attached hereto.

15. Contribution Protection

In the event that the City obtains a judgment against any person (or its agents) other than Insurers related to any claim released hereunder, and in the further event such other person obtains a judgment against any one or more of the Insurers on the grounds that such Insurer(s) is liable to the other person by virtue of a policy issued by such Insurer(s) or otherwise, the City will, if requested by any Insurer(s) to do so, voluntarily reduce its judgment against the other person to the point where such other person will not be entitled to any recovery from such Insurer(s).

16. Release

The obligations of Insurers under this Agreement shall be contingent upon delivery and execution by the City of the Release attached hereto and incorporated by reference as Exhibit B. All releases in this paragraph 16 and Exhibit B attached hereto shall be valid and effective as set forth herein notwithstanding any otherwise applicable statute, code or common law right, and the City hereby knowingly waives any such otherwise applicable statutory, code or common law right.

These releases are specifically conditioned upon the receipt by the City of the payment called for in paragraph 12, *supra*, of the Agreement, and these releases shall be null and void if the aforesaid payment is not received by the City.

GENERAL CONDITIONS

17. Warranties

To the extent applicable, the City and American Home represent and warrant that:

- a. They have not and will not assign, transfer, convey, or sell, or purport to assign, transfer, convey, or sell to any Person or entity of any kind any Claims under the Policies relating to the matters released herein, and that to their respective knowledge they are the only Persons entitled to recover for any damages with respect to such Claims;
- b. No subrogation of the City's or Insurers' Claims has taken place;
- c. They will not in any way voluntarily assist another Person in the establishment of any Claim against any other party to this Agreement in any way relating to the investigation, handling, defense, or settlement of the City's Claims under the Policies;
- d. They are corporations duly organized and validly existing in good standing under the laws of one of the states of the United States;
- e. They have taken all necessary corporate and legal actions to duly approve the making and performance of this Agreement and that no further corporate or other approval is necessary;

f. The making and performance of this Agreement will not violate any provision of law or of their respective articles of incorporation or by-laws;

g. They have read this Agreement and know the contents hereof, the terms hereof are contractual and not by way of recital, and they have signed this Agreement of their own free act; and in making this Agreement they have obtained the advice of legal counsel.

18. Binding Agreement

Each term of this Agreement is binding upon the signatories hereto, and their respective predecessors, successors, transferees, assigns, representatives, principals, agents, officers, directors, and employees.

19. Formation and Use of Agreement

This Agreement and Release attached as Exhibit B attached hereto are a compromise and settlement of disputed Claims. The parties hereto acknowledge that nothing contained in this Agreement and attached Release constitute an admission or any evidence that any party hereto has breached any obligation or engaged in any wrongdoing or misconduct or incurred any liability of any kind. This Agreement and attached Release shall not be considered an admission of liability or responsibility by Insurers, which continue to deny such liability and disclaim such responsibility. This Agreement shall not be considered as an admission by the City that American Home was not liable or responsible for amounts in excess of its payment. This Agreement and attached Release are the product of arms-length negotiations, are not intended to nor shall they be construed as an insurance policy interpretation, and shall not be used in any court or dispute resolution proceeding to create, prove, or interpret the obligations under any

insurance policy issued by Insurers. The Parties have entered into this Agreement and attached Release solely to resolve the dispute between them.

20. Integration

This Agreement and Exhibits A and B attached hereto prevail over prior communications regarding the matters contained herein between the signatories hereto or their representatives. This Agreement and Exhibit A attached hereto are an integrated agreement and contain the entire agreement regarding the matters herein between the signatories hereto and no representations, warranties, or promises have been made or relied on by any signatory hereto other than as set forth herein. This Agreement and Exhibits A and B attached hereto were drafted by counsel for the signatories hereto, and there shall not be a presumption or construction against any signatory hereto, each such signatory expressly waiving the doctrine of contra proferentem with respect to the interpretation and application of this Agreement and Release attached as Exhibit B hereto.

21. Parties

This Agreement is intended to confer rights and benefits only on the parties hereto and is not intended to confer any right or benefit upon any other Person. No Person other than the parties hereto shall have any enforceable right under this Agreement. All rights of action for any breach of this Agreement are hereby reserved to the parties hereto.

22. Without Prejudice

This Agreement is without prejudice or value as precedent and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under, or terms and conditions of, any other agreement or any insurance policy.

23. Not a Policy of Insurance

This Agreement is not a policy of insurance and the signatories do not intend that it will be interpreted as such.

24. Confidentiality

a. This Agreement, Exhibits A and B attached hereto, and their terms are confidential and, to the extent allowable by law, neither the terms of this Agreement and attached Release nor their negotiation, execution, or implementation, or communications generated in connection therewith (collectively, "Confidential Compromise Material") shall be disclosed to any Person or invoked by the parties hereto in any proceeding, whether by way of discovery, evidence, offer of proof, or otherwise, for any purpose, including, but not limited to, efforts to prove either the acceptance by any party hereto of any particular theory of coverage or as evidence of any obligation that any party has or may have to any Person.

b. In addition to the confidentiality provisions contained herein and not by way of limitation thereof, this Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and any similar state law provision.

c. Further, notwithstanding the foregoing, the parties may disclose Confidential Compromise Material: (i) in response to a judicial order, request from the Securities and Exchange Commission compelling disclosure; or as otherwise required by law, including but not limited to responses to requests for information required under the New Jersey Open Public Records Act, (ii) in an action to enforce the terms of this Agreement; (iii) to reinsurers of Insurers and the reinsurers to their retrocessionaires; (iv)

to parent, subsidiary, affiliate, associated, or parent companies of the parties and their counsel and claims administrator; and (v) to the auditors of or counsel to the parties upon their request, provided that disclosure pursuant to subparts (ii), (iii) and (v) above shall only be made under appropriate assurances of confidentiality.

d. In the event that another person requests in a legal proceeding that one of the parties to this Agreement disclose any of the terms and conditions of this Agreement, the party from whom disclosure is sought will notify the other party to this Agreement within ten (10) days after the receipt of said request. If said disclosure is ordered by a court, the parties shall use their best efforts to restrict the disclosure of such information to the court, the counsel and the parties to that proceeding.

e. Except as provided in this Agreement, each of the parties reserves all rights which it may have against the other party to this Agreement; provided, however, that nothing contained in this paragraph shall be interpreted to restrict the right of any party to bring a Claim or to introduce evidence predicated on a breach of this Agreement, or to make sworn statements as to the fact of settlement and releases provided herein in connection therewith.

f. Insurers acknowledge that the City is obligated to comply with New Jersey law regarding its activities, including but not limited to Jersey City ordinances and New Jersey laws relating to access to public records. Notwithstanding any other provisions of this Settlement Agreement, the City's performance of its obligations hereunder will at all times be consistent with Jersey City ordinance and New Jersey law.

25. The City's Agreements with Other Insurers

The City agrees that, in the event that it enters into any settlement agreements with one or more of its other Insurers with regard to Claims that are the subject of this Agreement, the City will use its best efforts to include in such other agreements a provision substantially identical to paragraph 26, *infra*.

26. Release of Claims Against the City and Third Parties

a. Insurers agree that they will not assert any Claim or file any action, whether based on theories of contribution, reimbursement, indemnity, subrogation, equitable allocation, apportionment, third-party beneficiary, assignment or otherwise, seeking to recover any portion of the Settlement Amount or any other costs (including attorneys' fees) incurred by Insurers as a result of the City's Claims under the Policies against either (i) the City or (ii) any other insurer of the City that enters into a settlement with regard to the Claims under a written agreement which provides that such other insurer agrees to refrain from asserting any such Claims against Insurers. Insurers also agree that they are not entitled to any part of any judgment that may be entered in favor of the City and against any other party against whom the City has a Claim arising out of the matters settled under this Agreement.

b. Notwithstanding the foregoing, Insurers will have the right, subject to the City's consent, which shall not be unreasonably withheld, to assert Claims for contribution or subrogation against any other insurer of the City that files an action against Insurers relating to the Claims that are the subject of the Agreement. Further, nothing in this Agreement shall affect any Claims or rights Insurers may have against their reinsurers in their capacity as such, even if such reinsurers are also other insurers of the City.

27. Continuation of Agreement

This Agreement and Release attached as Exhibit B hereto shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

28. Other Assurances

Each party hereto shall provide such further and other written assurances necessary to effectuate the terms and intent hereof.

29. Amendment

This Agreement may not be amended or modified except by a written instrument signed by the duly authorized representatives of all of the parties.

30. Headings

The headings of paragraphs are designed to facilitate ready reference to subject matter and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language contained in this Agreement.

31. Notices

Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent via certified mail, return receipt requested, and via facsimile to the attention of the Persons indicated below, until such time as notice of any change of Person to be notified or change of address is forwarded to all parties:

a. The City of Jersey City:

City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, NJ 07302  
Attn. Corporation Counsel

with copies to:

David L. Isabel, Esq.  
Golub & Isabel  
160 Littleton Road  
Suite 300  
Parsippany, NJ 07054

and

Laurence J. Eisenstein, Esq.  
Eisenstein Malanchuk LLP  
1048 Potomac Street, N.W.  
Washington, DC 20007

b. Insurers:

David C. Heron  
Environmental Claims Department  
Chartis Claims, Inc.  
101 Hudson Street, 30<sup>th</sup> Floor  
Jersey City, New Jersey 07302

with a copy to:

Richard W. Bryan, Esq.  
Jackson & Campbell, P.C.  
1120 20<sup>th</sup> Street, N.W.  
South Tower – Suite 300  
Washington, DC 20036

32 Execution

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be all original and all of which together shall constitute but one and the same instrument.

33 Authority to Sign Agreement

The individuals signing this Settlement Agreement and the parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the parties for whom they have signed.

**REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the PARTIES have executed this Agreement  
by their duly authorized representatives.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

State of New Jersey

Before me, a notary public, personally appeared  
\_\_\_\_\_ who, being duly sworn, stated that (s)he has executed the  
foregoing Settlement Agreement on behalf of the Party named above and is duly  
authorized to do so.

Witness my hand and notarial seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed)

My Commission expires: \_\_\_\_\_

**CHARTIS CLAIMS, INC. as authorized  
agent for American Home Assurance  
Company**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

State of New Jersey

County of Hudson

Before me, a notary public, personally appeared  
\_\_\_\_\_ who, being duly sworn, stated that s/he has executed the foregoing  
Agreement on behalf of the Party named above and is duly authorized to do so.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed)

My Commission expires: \_\_\_\_\_

## EXHIBIT A

AI Marine Adjusters, Inc.  
AIG Aviation Adjustment Services, Inc.  
AIG Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)  
AIG Claim Services of Nevada, Inc.  
AIG Commercial Insurance Company of Canada (f/k/a Commerce and Industry Insurance Company of Canada)  
AIG Consultants, Inc. (also doing business as "AIG Business Protection")  
AIG Excess Liability Insurance Company Ltd. (f/k/a Starr Excess Liability Insurance Company Ltd.)  
AIG Excess Liability Insurance International Limited  
AIU Insurance Company (f/k/a American International Insurance Company)  
American Home Assurance Company  
American International South Insurance Company (f/k/a American Global Insurance Company)  
American International Specialty Lines Insurance Company (f/k/a American International Surplus Lines Insurance Company and Alaska Insurance Company)  
Audubon Indemnity Company  
Audubon Insurance Company  
Chartis Claims, Inc. (f/k/a AIG Domestic Claims, Inc. (also doing business as "AIG Claim Services" and "American International Recovery"))  
Chartis Inc. (f/k/a AIU Holdings, Inc. (f/k/a AIG Property Casualty Group, Inc.))  
Chartis U.S., Inc. (f/k/a AIG Commercial Insurance Group, Inc.)  
Commerce and Industry Insurance Company  
Granite State Insurance Company  
Illinois National Insurance Co.  
Landmark Insurance Company  
Lexington Insurance Company  
National Union Fire Insurance Company of Louisiana  
National Union Fire Insurance Company of Pittsburgh, Pa.  
National Union Fire Insurance Company of Vermont  
New Hampshire Insurance Company  
The Insurance Company of the State of Pennsylvania

## **EXHIBIT B TO SETTLEMENT AGREEMENT**

### **CONFIDENTIAL RELEASE**

In consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration furnished, the receipt and sufficiency of which is hereby acknowledged, \_ the City of Jersey City, a body corporate and politic, on behalf of itself and each of its departments and non-autonomous agencies, and, in their capacity as such, its agents, elected officials, directors, employees, predecessors, successors, representatives and assigns (“the City”), hereby releases, remises, and forever discharges Insurers from all liability and obligation pursuant to the Policies arising from, in whole or in part, all past, present, and future, known or unknown, Claims.

It is the intent of the City to release and forever discharge Insurers from any and all Claims for coverage under the Policies, including, but not limited to, (a) claims that Insurers must defend the City, pay defense costs to or on behalf of the City, indemnify the City for or against, or otherwise provide any insurance coverage whatsoever for such Claims; and (b) claims for liability and obligation under the Policies, or relating to the Policies, for any act or omission or alleged act or omission of Insurers including, but not limited to, acts or omissions, if any, constituting unfair defense or settlement practices, unfair or deceptive trade practices, insurance or other statutory code violations, bad faith, breach of fiduciary duty, fraud, malice, or oppression arising out of the City’s demands for insurance coverage and including any claims for punitive, exemplary or extra-contractual damages.

Upon execution of this Release, Insurers shall have no further duties or obligations based upon, arising out of or related in any way to the Policies, and the Policies shall be considered null and void ab initio, of no further force and effect.

As used herein, "the City" shall mean the City of Jersey City, a body corporate and politic, on behalf of itself and each of its departments and non-autonomous agencies, and, in their capacity as such, agents, elected officials, directors, employees, attorneys, representatives, predecessors, successors and assigns.

As used herein, "Insurers" shall include: (a) any company corporately affiliated with the Chartis Inc. as of the effective date of this Agreement, including, but not limited to, American Home Assurance Company, and those entities identified on Exhibit A attached hereto, and any parent, affiliates, or subsidiary companies; and (b) all of the past and present officers, directors, employees, and representatives of any company or entity encompassed in (a), *supra*, but only in their capacity as such.

As used herein, "Claim" or "Claims" shall include all and any kind of claims, suits, causes of action, direct actions, choses in action, actions of any kind whether legal or equitable, rights, liabilities, obligations, oral demands, and written demands, including, but not limited to, past, present, or future, known or unknown, claims for alleged property damage, property value diminution, natural resource impairment/clean up expense, bodily injury, personal injury or medical monitoring.

As used herein, "Policies" shall mean, individually and collectively, all liability insurance policies issued by or on behalf of Insurers to, or for the benefit of, the City, including but not limited to American Home Policy No. CE3451753 and American Home

Policy No. CE3592119, except those Policies issued to the City where the policy period has not yet expired.

This Release is issued in accordance with the Settlement Agreement being executed by the City this same date. Possession by the Insurers of this original or originally signed counterpart Release shall constitute conclusive proof to the City and to any other person of the effectiveness of this Release and the Settlement Agreement and fulfillment of Insurers' obligations thereunder.

The undersigned represents that (s)he has the requisite power and authority to execute and deliver this Release on behalf of the City and all insureds under the Policies. This Release may be signed in one or more counterparts, each of which constitutes one and the same instrument.

**REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**THE CITY OF JERSEY CITY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

State of New Jersey

Before me, a notary public, personally appeared

\_\_\_\_\_ who, being duly sworn, stated that (s)he has executed the foregoing Release on behalf of the Party named above and is duly authorized to do so.

Witness my hand and notarial seal this \_\_\_\_\_ day of

\_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed)

My Commission expires: \_\_\_\_\_

**CHARTIS CLAIMS, INC. as authorized  
agent for American Home Assurance  
Company**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

State of New Jersey

County of Hudson

Before me, a notary public, personally appeared

\_\_\_\_\_ who, being duly sworn, stated that s/he has executed the foregoing

Agreement on behalf of the Party named above and is duly authorized to do so.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed)

My Commission expires: \_\_\_\_\_

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

City Clerk File No. Res. 10-052

Agenda No. 10.J

Approved: JAN 27 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS IN THE AMOUNT OF \$4,311,708.00 FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS PROJECT NO. 09-006 PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND ENTER INTO A GRANT AGREEMENT NO. C2307851102 BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City, Department of Administration, Division of Engineering, Traffic and Transportation submitted a proposal for a construction project known as Newark Avenue Roadway Improvements Project No. 09-006 Coles Street to Summit Avenue that was screened and found eligible for federal funding in the amount of \$4,311,708.00; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) has certified that the City of Jersey City will receive federal highway funding provided through the American Recovery and Reinvestment Act of 2009 (ARRA) under the heading "Highway Infrastructure Investments; and

**WHEREAS**, The Newark Avenue Roadway Improvements project has obtained approval at the state and federal levels to move towards contracting and implementation.

**WHEREAS**, this project will be subject to stringent reporting and certification under ARRA requirements and the City is prepared to meet all federal and state guidelines for maintaining and enhancing the local transportation system; and

**WHEREAS**, the City agrees to assume a commitment for maintenance of the project after construction is completed; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City to accept the funds for the above stated project; and

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to accept ARRA funds for the Newark Avenue Roadway Improvements (Federal Project No: FS-7851 (102) CON) and Agreement No. C2307851102 from the New Jersey Department of Transportation on behalf of the City of Jersey City.

City Clerk File No. Res. 10-052

Agenda No. 10.J

JAN 27 2010

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS IN THE AMOUNT OF \$4,311,708.00 FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS PROJECT NO. 09-006 PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND ENTER INTO A GRANT AGREEMENT NO. C2307851102 BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

Certified as a true copy of the Resolution adopted by Council,  
On this 27th day of JANUARY, 2010

\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

\_\_\_\_\_  
Presiding Officer  
Jerramiah T. Healy, Mayor of Jersey City

APPROVED: William R. Goode 1-20-10

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Asst Business Administrator

[Signature]  
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								1/27/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Resolution Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS IN THE AMOUNT OF \$4,311,708.00 FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS PROJECT NO. 09-006 PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND ENTER INTO A GRANT AGREEMENT NO. C2307851102 BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**2. Name and Title of Person Initiating the Resolution:**

John Mucha, Supervising Engineer

**3. Concise Description of the Program, Project or Plan Proposed in the Resolution:**

The American Recovery and Reinvestment Act of 2009 (ARRA) has appropriated federal highway funds via the New Jersey Department of Transportation (NJDOT) to the City to be used to support capital investments in surface transportation infrastructure. The Newark Avenue Roadway Improvement project was recently screened and found eligible for federal funding in the amount of \$4,311,708.00.

**4. Reasons (Need) for the Proposed Program, project, etc:**

The Newark Avenue Roadway Improvement project limits are from Coles Street to Summit Avenue. This project will involve milling, paving, traffic and pedestrian crosswalk striping and poly resin imprinted crosswalks, video image detectors, new trees and street furniture, replacement of deteriorating catch basins, manholes and water castings, construction of charcoal gray concrete sidewalk with architectural scoring will be installed for the entire project at intersections. Also new traffic signs, new decorative street lights, benches, trash receptacles and beam guide rail repair. Handicapped curb ramps with detectable warning surfaces at intersections.

**5. Anticipated Benefits to the Community:**

The implementation of this program will incorporate many benefits to the local community, the state and national interest. The main objectives of ARRA funded infrastructure projects are job creation, infrastructure investments and economic recovery.

**6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):**

Engineer's Total Estimate:	\$4,918,957.11	
ARRA Newark Avenue Award:	\$4,311,708.00	
Capital Bond Ord: _____	\$ 607,249.11	State Non-participating costs

**7. Date Proposed Program or Project will Commence:**

April 2010

**8. Anticipated Completion Date:**

April 2011

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

\_\_\_\_\_  
John Mucha  
NAME

\_\_\_\_\_  
201-547-4411  
TELEPHONE

\_\_\_\_\_  
EVENING

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein are Accurate to the best of my knowledge.

\_\_\_\_\_  
*William R. Goble*  
Signature of Division Director

\_\_\_\_\_  
1-20-10  
Date

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

\_\_\_\_\_  
Date



State of New Jersey  
DEPARTMENT OF TRANSPORTATION

Jon S. Corzine  
Governor

Stephen Dilts  
Commissioner  
Bureau of Local Aid-Newark  
153 Halsey Street, 5th Floor  
Newark, N.J. 07102  
973-877-1500  
FAX 973-877-1556

January 14, 2010

Mr. William R. Goble, PE  
City Engineer  
Division of Engineering  
575 Route 440  
Jersey City, NJ 07305

Ref.: Newark Avenue Roadway Improvements  
City of Jersey City  
Hudson County  
Federal Project No. FS-7851 (102) CON  
Agreement No. C2307851102

Dear Mr. Goble:

The New Jersey Department of Transportation received authorization in the amount of \$4,311,708.00 on January 13, 2010 for the above referenced project; therefore, you are authorized to proceed to advertising for this project. Please follow Federal Bidding requirements, which specify that advertisements must be placed once a week for three (3) consecutive weeks in a minimum of two (2) legal newspapers one of which is a regional newspaper. Proof of this must be provided to this office.

The City must advertise the project within 60 calendar days of the authorization date.

The latest Federal Wage rates can be found on the following web site <http://www.access.gpo.gov/davisbacon/nj.html> please fill in the second page of the Federal Aid Supplementary Specifications with the appropriate wage rate information. See the Baseline Document Change on the NJDOT web site; BDC03S-06 dated April 24, 2003, for more information.

If you have any questions, please contact me at 973-877-1551.

Sincerely,

Nabil Ayoub  
Principal Engineer  
Local Aid-Newark

RECEIVED  
10 JAN 20 AM 11:37  
CITY OF JERSEY CITY  
ENGINEERING

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

City Clerk File No. Res. 10-053

Agenda No. 10.K

Approved: JAN 27 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS IN THE AMOUNT OF \$208,659.00 FOR THE SIP AVENUE RESURFACING PROJECT PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND ENTER INTO A GRANT AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City, Department of Administration, Division of Engineering, Traffic and Transportation submitted a proposal for a construction project known as Sip Avenue Resurfacing from JFK Boulevard to Bergen Avenue that was screened and found eligible for federal funding in the amount of \$208,659.00; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) has certified that the City of Jersey City will receive federal highway funding provided through the American Recovery and Reinvestment Act of 2009 (ARRA) under the heading "Highway Infrastructure Investments; and

**WHEREAS**, The Sip Avenue Resurfacing project has obtained approval at the state level and federal level to move towards contracting and implementation.

**WHEREAS**, this project will be subject to stringent reporting and certification under ARRA requirements and the City is prepared to meet all federal and state guidelines for maintaining and enhancing the local transportation system; and

**WHEREAS**, the City agrees to assume a commitment for maintenance of the project after construction is completed; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City to accept the funds for the above stated project; and

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to accept ARRA funds for the Sip Avenue Resurfacing Project No: 09-004 from the New Jersey Department of Transportation on behalf of the City of Jersey City.

**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS IN THE AMOUNT OF \$208,659.00 FOR THE SIP AVENUE RESURFACING PROJECT PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND ENTER INTO A GRANT AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

Certified as a true copy of the Resolution adopted by Council,  
On this 27th day of JANUARY, 2010

\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

\_\_\_\_\_  
Presiding Officer  
Jerramiah T. Healy, Mayor of Jersey City

APPROVED: William R. Gove

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA			
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk





State of New Jersey  
DEPARTMENT OF TRANSPORTATION

RECEIVED

10 JAN 11 PM 2:29

Jon S. Corzine  
Governor

CITY OF JERSEY CITY  
ENGINEERING

Bureau of Local Aid-Newark  
153 Halsey Street, 5th Floor  
Newark, N.J. 07102  
973-877-1500  
FAX 973-877-1556

January 8, 2010

Mr. William R. Goble, PE  
City Engineer  
Division of Engineering  
575 Route 440  
Jersey City, NJ 07305

Ref.: Sip Avenue Resurfacing  
City of Jersey City  
Hudson County  
Federal Project No. FS-B00S (890) CON  
Agreement No. C230B00S890

Dear Mr. Goble:

The New Jersey Department of Transportation received authorization in the amount of \$208,659.00 on January 5, 2010 for the above referenced project; therefore, you are authorized to proceed to advertising for this project. Please follow Federal Bidding requirements, which specify that advertisements must be placed in two legal newspapers once a week for three weeks, one which must be a Trenton newspaper. Proof of this must be provided to this office.

The City must advertise the project within 60 calendar days of the authorization date.

The latest Federal Wage rates can be found on the following web site <http://www.access.gpo.gov/davisbacon/nj.html> please fill in the second page of the Federal Aid Supplementary Specifications with the appropriate wage rate information. See the Baseline Document Change on the NJDOT web site; BDC03S-06 dated April 24, 2003, for more information.

If you have any questions, please contact me at 973-877-1551.

Sincerely,

Nabil Ayoub  
Principal Engineer  
Local Aid-Newark



State of New Jersey  
DEPARTMENT OF TRANSPORTATION

RECEIVED

09 SEP -1 AM 10: 51

CITY OF JERSEY CITY  
ENGINEERING

Jon S. Corzine  
Governor

Stephen Dilts  
Commissioner

Bureau of Local Aid-Newark  
153 Halsey Street, 5th Floor  
Newark, New Jersey 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556

August 28, 2009

Mr. William R. Goble, PE  
City Engineer  
Division of Engineering  
575 Route 440  
Jersey City, NJ 07305  
Attention: Mr. Angel Alvarado

RE: Sip Avenue Resurfacing  
City of Jersey City  
Hudson County

Dear Mr. Goble:

Our office has reviewed your preliminary plans and specifications submittal for the above captioned project and we have the following comments, which must be responded to in writing and added to the documents.

**General**

The following must still be submitted:

- **A written response letter to the comments in this letter.**
- **Letter of commitment by the City for advertisement within 60 calendar days from the Date of the department's notice of federal authorization.**
- **Supplementary Specifications (Revised).**
- **Construction Plans (Revised).**
- **Engineer's Estimate of Cost (Revised).**

The State will not participate in the following:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>
10	Traffic Directors, JC Police	200 Hour
11	Traffic Directors, Night Time, JC Police	160 Hour
12	Traffic Directors, Supervisor, JC Police	16 Hour
13	Traffic Directors, Night Time Supervisor, JC Police	32 Hour
14	Police Vehicle and Fuel	24 Hour

### **Construction Plans**

- Please insert the federal project number FS-B00S (890) in the standard key sheet details next to the project name.
- Please coordinate with Hudson County since the project will intersect J F Kennedy Boulevard, also as noted before Hudson County usually use the diagonal crosswalk markings different than what Jersey City uses please check with the county.
- Please explain the items “if and where directed” sheet # 2 will be within the project limit since one column for Sip Avenue and one column for “if and where directed”.
- Please use the NJDOT detectable warning surface detail (CD 607-1.1) and change the detail sheet # 6 and the note in the specifications pages TS-5 and TS-6 regarding the tile shall be placed true and square to the inside curb edge according to NJDOT detail it is 6” min and 8” max.
- Please revise or delete the construction identification sign sheet # 8 according to federal highway requirements no signs with public officials names allowed in any federally funded projects.
- Federally funding requirements discourage the use of any proprietary items. In order for proprietary items to be used, proof that it is the public’s interest to do so has to be provided, once this proof is provided, this office will request permission from the Federal Highway Administration to allow these items to be included in the project. Please verify all the items in the plans and specifications meet these requirements since some items only have one manufacturer.
- For items that can come from more than one manufacturer and where it is desired to use certain products you must list at least three manufacturers or products in the specifications and include the provision “or approved equal/equivalent”, Please list at least three manufacturers or delete the manufacturer name for the water valve box, manhole frame and cover (24” and 30”) sheet #7, catch basin frame (2 details), catch basin catch basin plate, catch basin trap, polypropylene manhole step, curb piece, construction identification sign sheet # 8 and any other in the plans and specifications.
- Any existing handicapped ramps that do not currently meet the requirements of the ADA must be upgraded as part of this project. Please note Detectable Warning Surface must be installed in all handicapped ramps throughout the project limit. It was noted that it is not enough information regarding the existing handicapped ramps if they are already upgraded and Detectable Warning Surface installed at Sip Avenue and Van Reypen Street sheet #4.
- All parking prohibitions and allowances must conform to the NJSA-Title 39, i.e. no parking within intersection or within 25’ of a crosswalk as defined in Title 39.
- Please be reminded that all pavement markings, signs, etc. shall conform to the MUTCD.

### **Specifications**

- Please use the latest required contract provisions (January 2009 No. 5 from the attached required list) and the federal attachments use the 8 pages form (No. 3), also adds the ESBE/DBE attachment and incentive program DBE attachment (No. 11, 12).
- Please use one proposal bond form either page P-1 or the form DC-7A within the federal documents also note the difference in the percentage 50% and 10%.

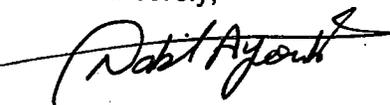
- Please consolidate the 2009 Federal Aid supplemental specifications and the Technical specifications and ensure using the first pages of 2009 Federal Aid supplemental specifications and subsection 101.01 referring to ARRA funding.
- Federally funding requirements discourage the use of any proprietary items. In order for proprietary items to be used, proof that it is the public's interest to do so has to be provided, once this proof is provided, this office will request permission from the Federal Highway Administration to allow these items to be included in the project. Please verify all the items in the plans and specifications meet these requirements since some items only have one manufacturer.
- For items that can come from more than one manufacturer and where it is desired to use certain products you must list at least three manufacturers or products in the specifications and include the provision "or approved equal/equivalent", Please list at least three manufacturers or delete the manufacturer name for coupling subsection 601.02 page TS-2 of 7, catch basin frame and grate, curb piece, catch basin trap and wall plate, manhole frame subsection 602.02 page TS-1 of 12, polypropylene manhole step subsection 602.02 page TS-2 of 12, precast catch basin subsection 602.03 page TS-3 of 12, precast manhole page TS-4 of 12, charcoal gray sidewalk color page subsection 606.02 TS-1 of 7, detectable warning surfaces subsection 606.03 page TS-5 of 7 (also remove the sentences for the curb edge as describe above (page TS-5 and 6 of 7), charcoal gray curb color subsection 607.02 page TS-1 of 2, signs sheeting subsection 612.02 page TS-1 of 2, water valve box subsection 651.02 page TS-1 of 3, image detector subsection 702.02 page TS1 of 5 (2 locations), also page TS-3 of 5, DWS fasteners, adhesive, sealant page subsection 919.14 TS-2 of 2 and any other in the plans and specifications.
- At the time of advertisement please print the latest Federal Wage rates which can be found on the following web site <http://www.access.gpo.gov/davisbacon/nj.html> for the latest general wage determinations issued under the Davis-Bacon act and related acts, volume 1, published by the U.S. Department of Labor (Item 13 from the required document list) and should be added to the specifications.

### Engineer's Estimate

- Please note we received the Trainees and ESBE/DBE percentage from the Division of Civil Rights and there are no Trainees for this project in the specifications "Equal Employment Opportunity Special Provisions" page 4 of 11 section 7. Training Special Provisions insert 0 (zero) in the space for the number of training positions and apprentices, also the ESBE/DBE percentage is 0 % in the Specifications "Emerging Small Business Enterprise Utilization Attachments" page No. 1 of 7 section IV. Goals for this project insert 0 % in the space for the percentage
- Item # 6A, please select the size of the ARRA project funding signs.
- Item # 31, please correct the typographic error in the unit quantity.

If you have any questions please contact me at 973-877-1551.

Sincerely,

  
Nabil Ayoub  
Principal Engineer  
Bureau of Local Aid - Newark  
C: File

**FEDERAL AID SUPPLEMENTARY SPECIFICATIONS  
REQUIRED DOCUMENT LIST  
FEDERAL AID PROJECTS**

- ✓ 1. FEDERAL AID SUPPLEMENTARY SPECIFICATION (LATEST EDITION)
- ✓ 2. BID PROPOSAL - FEDERAL AID PROJECT (LOCAL FORM CAN BE SUBSTITUTED)
- change ③ 3. FEDERAL ATTACHMENT (Enhancement projects remove pages 5 to 8)
- revise ④ 4. PROPOSAL BOND - FEDERAL AID PROJECT (LOCAL FORM CAN BE SUBSTITUTED)
- latest ⑤ 5. REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA-1273), PAGES 1 TO 11 INCLUSIVE, DATED JANUARY 2009
- ✓ 6. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246), PAGES 1 TO 5 INCLUSIVE, DATED January 2007.
- ✓ 7. NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), PAGES 1 AND 2, DATED JANUARY 2007.
- ✓ 8. STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA, PAGE 1, DATED JANUARY 2007.
- ✓ 9. EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS, PAGES 1 TO 11 INCLUSIVE, DATED MARCH 2009.  
\*\*\*\*\*  
ITEM 7 OF THE "EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS" DOES NOT APPLY TO TRANSPORTATION ENHANCEMENT PROJECTS (Insert "0") \*\*\*\*\*
- ✓ 10. SPECIAL CONTRACT PROVISIONS FOR INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS, PAGES 1 AND 2 INCLUSIVE, DATED JANUARY 2007.
- add ⑪ 11. EMERGING SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT, FHWA FUNDED CONTRACTS, PAGES 1-7 INCLUSIVE, DATED JANUARY 2007 (INSERT PERCENTAGE ON PAGE 1) DOES NOT APPLY TO TRANSPORTATION ENHANCEMENT PROJECTS
- add ⑫ 12. INCENTIVE PROGRAM DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FOR FHWA FUNDED CONTRACTS, PAGES 1 AND 2, DATED JANUARY 2007 DOES NOT APPLY TO TRANSPORTATION ENHANCEMENT PROJECTS
- ✓ 13. GENERAL WAGE RATE DETERMINATIONS ISSUED UNDER THE DAVIS BACON ACT AND RELATED ACTS, VOLUME 1, PUBLISHED BY THE U.S. DEPARTMENT OF LABOR

CITY OF  
**JERSEY CITY**

DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING  
TRAFFIC & TRANSPORTATION

WILLIAM R. GOBLE, P.E. CITY ENGINEER  
CHUCK F. LEE, P.E., ASST. CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
BRIAN O'REILLY, BUSINESS ADMINISTRATOR

July 13, 2009

Commissioner Stephen Dilts  
New Jersey Department of Transportation  
Post Office Box 600  
Trenton, New Jersey 08625-0600

Attention: Michael Russo, Director  
Local Aid and Economic Development

Dear Commissioner Dilts:

Pursuant to Title XV, Subtitle A, Section 1511 of the American Recovery and Reinvestment Act (Pub.L.111-5 (February 17, 2009)) ("ARRA"), I, Freeholder Director/County Executive/Mayor, hereby certify that the infrastructure investments, attached to this certification, funded with amounts appropriated by ARAA under the heading "Highway Infrastructure Investment" to the Federal Highway Administration, have received the full review and vetting required by law and that I accept responsibility that such investments are appropriate uses of taxpayer dollars.

I understand that the City of Jersey City may not receive ARRA infrastructure investment funding unless this certification is made.

  
Freeholder Director/County Executive/Mayor

Signed this 30 day of July 2009

Local Project Certification - Section 1511

Date: 7/15/09

DBNUM	County	Project Title	Project Limits	Project Description	Estimated Total Cost	ARRA Funds Programmed
	Hudson	Resurfacing of Sip Avenue (A NJTPA ARRA Project)	JFK Blvd. To Bergen Avenue	Improvements to Sip Ave., involving milling, paving, traffic and pedestrian crosswalk striping, replacement of deteriorating catch basins, manholes and water castings, construction of concrete curb and sidewalk in kind with handicapped curb ramps with detectable warning surfaces at intersections.	\$229,438.50	\$250,000.00

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**CATEGORICAL EXCLUSION DOCUMENTATION**

CED Form Updated October 28, 2008

*Awarded Jan 5, 2010.*

**I. GENERAL INFORMATION**

DOT Job Code No.		Federal Project No.	
Project Management Team		UPC No.	
Route & Section		Structure No.	
Local Road Name	Sip Avenue		
Municipality	Jersey City	County	Hudson
Type of Project	Resurfacing	Length	0.18
From Milepost	John F. Kennedy Boulevard	To Milepost	Bergen Avenue
Congressional District	10 & 13	Legislative District	32
ROW Cost	\$0.00	Construction Cost	\$471,542 <del>\$208,659.00</del> <i>Awarded</i>

<b>EXISTING FACILITY</b>			
ROW Width	60'		
No. Lanes & Width	2 @ 11'		
Shoulder Width	NA	Median	NA
Overall Roadway Width	36'		

<b>PROPOSED FACILITY</b>			
ROW Width	60'		
No. Lanes & Width	2 @ 11'		
Shoulder Width	NA	Median	NA
Overall Roadway Width	36'		

**II. PROJECT DESCRIPTION** (attach location map; USGS map suggested) – Project Location Map and NJDOT SLD attached

**A. Project Need** (briefly explain why the project is needed):

This project consists of the resurfacing of a heavily traveled urban minor arterial a section of which is on of the National Highway System. The roadway is in fair to poor condition and in need of a resurfacing in order to maintain structural integrity and to avoid costly reconstruction. The road has many cracks, patches, depressions, utility trench repairs and areas of pavement failure. The riding quality on the street will be improved, thus providing drivers with a more stable and safer ride. By providing a better riding surface, safety will be increased. The unevenness of the pavement causes unsafe travel conditions and increases congestion because of decreased operating speeds of vehicles. The replacement of stream flow grates and obsolete or deteriorated catch basins and catch basin castings will improve bicycle safety and drainage flow. The installation of handicapped curb ramps with detectable warning surfaces will improve pedestrian safety. The installation of new traffic striping and markings will also improve safety. Currently, the traffic striping is faded or non-existing.

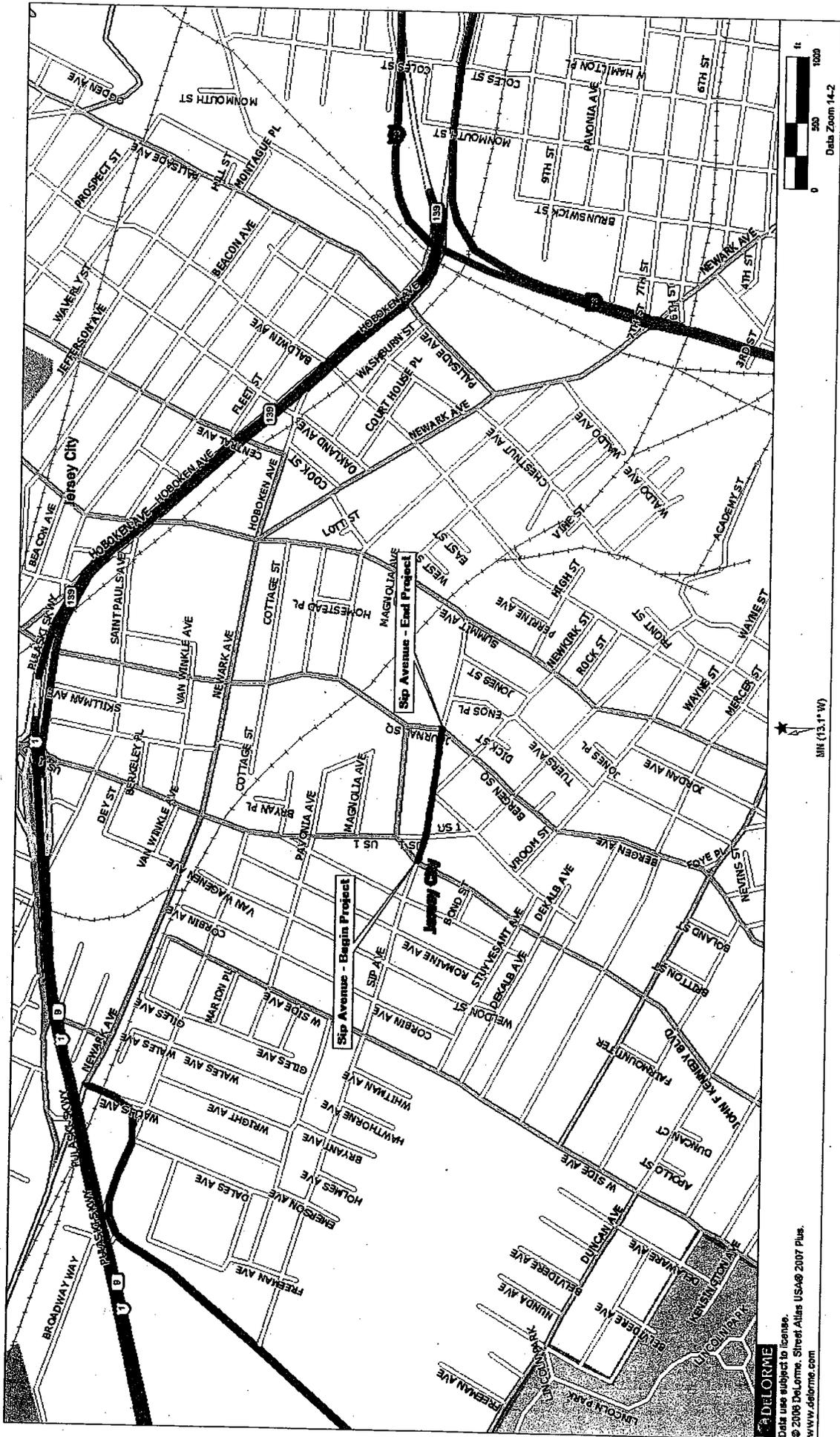
**B. Proposed Improvements** (provide a brief description of proposed improvements):

The project includes, but is not limited to, the installation of handicapped curb ramps where required, installation of detectable warning surfaces, in-kind replacement of concrete curb and concrete sidewalk where required, replacement of the catch basin cast iron curb pieces with environmentally acceptable catch basin curb pieces, reconstruction of existing catch basins, resetting and/or replacement of castings, installation of bicycle safe grates, milling, resurfacing with Hot Mix Asphalt, and long life traffic striping (lines and symbols).

**C. Right-of-Way Taking - NA**

Total area needed:	Est. No. parcels:	In fee-	easements-
Est. No. relocations:	residences-	businesses-	parking spaces-
Community Facilities Affected:			
Area of public recreation land taken:	(acres)	Out of a total area of:	(acres)
<input type="checkbox"/>	Green Acres/State-owned Land Involvement		
<input type="checkbox"/>	Federally Owned/Federally Funded Land Involvement		

**Comments:** No Right-of-Way Required



# Sip Avenue - Project Location Map

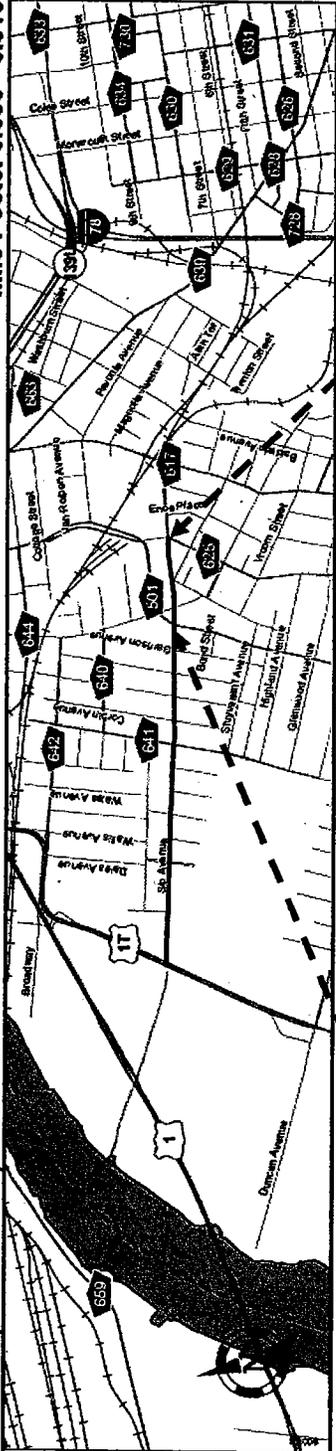

 DELORME  
 Data used subject to license.  
 © 2008 DeLorme. Street Atlas USA® 2007 Plus.  
 www.delorme.com


 MK (13.1°W)

0 500 1000 ft  
 Data Zoom 14.2

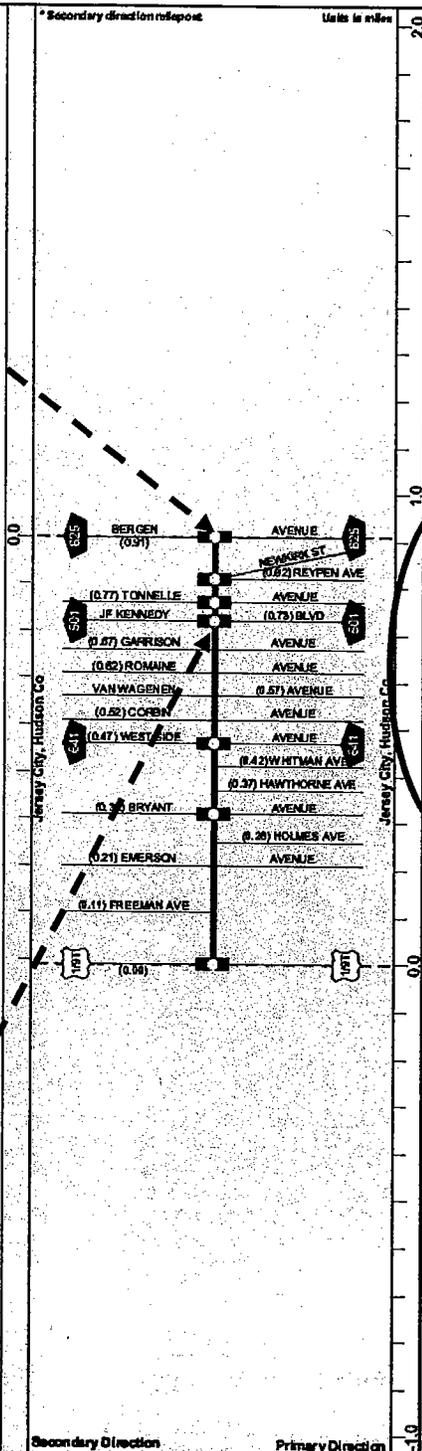
SIP AVE (West to East)

Mile Posts: 0.000 - 0.910



End Project

Begin Project



Street Name	Sip Avenue
Jurisdiction	Municipal
Functional Class	Urban Minor Arterial
Federal Aid Sys	STP
Control Section	NHS
Speed Limit	25
Number of Lanes	2
Med. Type	None
Med. Width	0
Pavement	39
Shoulder	0
Traffic Volume	35
Traffic Sta. ID	
Structure No.	
Enlarged Views	

SRI = 09061561

Date last inventoried: August 2000

# Sip Avenue - NJDOT Straight Line Diagram

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

City Clerk File No. Res. 10-054

Agenda No. 10.1

Approved: JAN 27 2010



TITLE:

**RESOLUTION CONFIRMING THE RE-APPOINTMENT OF JEANA ABUAN AS THE AGENCY COMPLIANCE OFFICER FOR THE CITY OF JERSEY CITY**

THE COUNCIL AS A WHOLE offered and moved the adoption of the following resolution:

**WHEREAS**, P.L. 1975, c.127 (N.J.A.C. 17:27) mandates that the City of Jersey City (City) shall, by resolution, designate a Public Agency Compliance Officer (P.A.C.O.); and

**WHEREAS**, the appointed Public Agency Compliance Officer's name, title, address, telephone number, fax and e-mail address shall be forwarded to the State of New Jersey, Department of Treasury, Division of Contracts Equal Employment Opportunity Compliance by January 10 of each year; and

**WHEREAS**, the appointed P.A.C.O. serves as the liaison official between the New Jersey Division of Contracts Equal Employment Opportunity Compliance and the City of Jersey City for all matters concerning implementation and administration of the statute; and

**WHEREAS**, the appointed P.A.C.O. has the authority to administer and recommend changes to the City's contracting procedures to effectively support equal employment opportunity regarding both the City of Jersey City and the service providers. The service provider shall include but shall not be limited to goods and service vendors, professional service vendors and construction contractors; and

**WHEREAS**, the Mayor has re-appointed Jeana Abuan as the City of Jersey City's P.A.C.O.; and

**WHEREAS**, Jeana Abuan is the City's Equal Employment Opportunity/Affirmative Action Officer and who for the past nine years has been the Liaison for matters concerning P.L. 1975, c.127 (N.J.A.C. 17:27) and is well qualified to be re-appointed to this position.

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

1. The re-appointment of Jeana Abuan as the City's Public Agency Compliance Officer is confirmed.
2. A copy of this resolution shall be provided to the State of New Jersey, Department of Treasury, Division of Contracts Equal Employment Opportunity Compliance, P.O. Box 209 Trenton, New Jersey 08625-0209.

APPROVED: \_\_\_\_\_

APPROVED: B. O'Keefe  
Business Administrator

APPROVED AS TO LEGAL FORM

Raymond Rully  
Assoc. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

## **2.1 Public Agency Compliance Officer**

In accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer or P.A.C.O. The P.A.C.O. is the liaison between the Division and the Public Agency and is the Public Agency point of contact for all matters concerning implementation and administration of the statute. The P.A.C.O. is also responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and the service providers. The service provider shall include but shall not be limited to goods and services vendors, professional service vendors and construction contractors. As such, the P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

Each year, all Public Agencies are required to submit the name, title, address, telephone number, fax, and email address of the P.A.C.O. designated by the Public Agency. This information must be submitted to the Division no later than January 10th of each year. In addition, it shall be the responsibility of the Public Agency to update the P.A.C.O. designation at any time during the year if any changes are made concerning the designated P.A.C.O.

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

City Clerk File No. Res. 10-055

Agenda No. 10.M

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

**WHEREAS**, the City of Jersey City (City) has accumulated various items of personal property in the Jersey City Police Department Property Room which it desires to sell; and

**WHEREAS**, the City has complied with the laws and regulations pertaining to the disposition of abandoned, confiscated, or forfeited property; and

**WHEREAS**, this is surplus personal property that is not needed for public use; and

**WHEREAS**, the City intends to utilize the online auction services of PropertyRoom.com located at <http://www.propertyroom.com>

**WHEREAS**, the sale is being conducted pursuant to the New Jersey Division of Local Government Services' Local Finance Notice 2008-9; and

**WHEREAS**, the City desires to conduct the public auction using PropertyRoom.com in accordance with the terms and conditions of the contract available on the vendor's website and available in the City Clerk's Office; and

**WHEREAS**, the surplus property shall be sold in an "as is" condition without express or implied warranties; and

**WHEREAS**, the City is permitted to use PropertyRoom.com pursuant to Local Finance Notice 2008-9.

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

1. The sale of surplus property shall be conducted by PropertyRoom.com in accordance with Local Finance Notice 2008-9;
2. The sale will be conducted online and the address for the auction site is <http://www.propertyroom.com>;
3. The terms and conditions of the agreement entered into with PropertyRoom.com are available online at <http://www.propertyroom.com/AboutUs/PoliceAlliances.aspx> and are also available from the City Clerk;
4. The Mayor or Business Administrator is authorized to execute the attached agreement with PropertyRoom.com;
5. The surplus property as identified shall be sold in an "as is" condition without express or implied warranties with the successful bidder required to execute a hold harmless and indemnification agreement concerning use of said surplus property;
6. A certified copy of the within Resolution be forwarded by the City Clerk to the New Jersey Division of Local Government Services; and
7. A list of the surplus property to be sold is as follows:

Line #	Qty.	Description	Serial
1.)	1	TREK MOUNTAIN BIKE	SAU512623

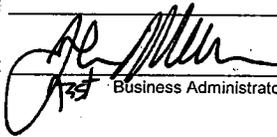
**TITLE: RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

Line #	Qty.	Description	Serial
2.)	1	TREK MOUNTAIN BIKE	SAU509147
3.)	1	TREK MOUNTAIN BIKE	SAU509121
4.)	1	TREK MOUNTAIN BIKE	SAU509285
5.)	1	TREK MOUNTAIN BIKE	SAU508192
6.)	1	TREK MOUNTAIN BIKE	SAU509528
7.)	1	TREK MOUNTAIN BIKE	SAU507538
8.)	1	TREK MOUNTAIN BIKE	SAU509228
9.)	1	TREK MOUNTAIN BIKE	SAU509443
10.)	1	TREK MOUNTAIN BIKE	SAU514128
11.)	1	TREK MOUNTAIN BIKE	SAU511316
12.)	1	TREK MOUNTAIN BIKE	SAU514073
1.)	1	SCHWINN RANGER BICYCLE	SNTDC07A37507G 627
2.)	36	PAIRS SEAN JOHN BRAND BLUE JEANS JO150	
3.)	1	MARIN TIBRON RACING BICYCLE	2257
4.)	1	RCA HOME THEATER SYSTEM HTS-5000	
5.)	1	SONY DVD PLAYER, MODEL 575P	7249549
6.)	1	FRIGIDAIRE 800 BTU AIR CONDITIONER	KK35202178
7.)	1	XEROX WORK CENTER COPY MACHINE, MODEL C2424	VK012919
8.)	1	RCA DVD/VHS PLAYER, VC125HF	B503MR0N6
9.)	719	PAIRS AIR JORDAN SNEAKERS	

RR/cw  
1-20-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Asst. Corporation Counsel

Certification Required

Not Required

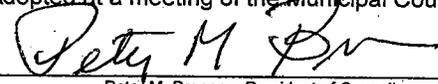
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

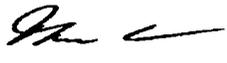
  
Robert Byrne, City Clerk

**PROPERTY DISPOSITION SERVICES AGREEMENT COVER SHEET**

PropertyRoom.com, Inc., a Delaware corporation, enters into this Property Disposition Services Agreement with the organization identified below as the "Owner" for the auction and disposition of Property (as defined in the attached Terms and Conditions) on behalf of Owner as agent for the Owner.

Owner Information	Schedules, Supplements & Other Attachments
<p>Jersey City Police Department</p> <hr/> <p>Owner Name</p> <hr/> <p>8 Erie St.</p> <hr/> <p>Address</p> <hr/> <p>Jersey City, NJ 07302</p> <hr/> <p>City, State Zip Code</p> <hr/> <p>201-547-5477</p> <hr/> <p>Phone</p> <hr/> <p>Email</p>	<p>Mark included attachments:</p> <p>Terms and Conditions <span style="float:right"><u>Yes</u></span></p> <p>Addendums: <span style="float:right"><u>          </u></span></p> <p>Start Date: <u>          </u>, 20<u>    </u></p>

This Property Disposition Services Agreement constitutes the "Executed Documentation" pursuant to the Terms and Conditions attached hereto. Such Terms and Conditions, as well all other attachments, if any, identified above, are incorporated into and made a part hereof. This Property Disposition Services Agreement, such Terms and Conditions and all other attachments incorporated herein collectively comprise the entire agreement between the parties relating to the subject hereof and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way. This Property Disposition Services Agreement may be signed in any number of counterparts, each of which may be enforced against the party signing such counterpart and all of which are considered a single agreement.

<p><b>Owner</b></p> <hr/> <p>Signor Name</p> <hr/> <p>Signor Title</p> <hr/> <p>Signature</p> <hr/> <p>Signature Date</p>	<p><b>PropertyRoom.com</b></p> <hr/> <p>Thomas Lane</p> <hr/> <p>Signor Name</p> <hr/> <p>Founder</p> <hr/> <p>Signor Title</p> <hr/>  <hr/> <p>Signature</p> <hr/> <p>02/09/09</p> <hr/> <p>Signature Date</p>
---	---

**PropertyRoom.com, Inc.**  
 26421 Crown Valley Parkway, Ste 200  
 Mission Viejo, California 92691  
 +1 (949) 282-0121  
 Federal Tax ID 86-0962102

**PROPERTY DISPOSITION SERVICES AGREEMENT COVER SHEET**

**ADDITIONAL OWNER SIGNORS**

**Owner**

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

**Owner**

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

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Signature Date

**Owner**

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Signor Name

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Signature Date

**Owner**

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Signature Date

**Owner**

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Signor Name

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Signature

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Signature Date

**Owner**

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

## TERMS AND CONDITIONS

These Terms and Conditions set forth the terms upon which PropertyRoom.com, Inc., a Delaware corporation ("PRC"), will handle the auction and disposition of Property (as defined below) provided by Owner to PRC from time to time (the "Disposition Services") on behalf of, and as agent for, the organization accepting these terms (the "Owner") the Owner. These Terms and Conditions may be accepted by the parties by (i) the execution of a written agreement expressly incorporating these terms, together with any attachments or addenda expressly incorporated therein (the "Executed Documentation"), (ii) the presentment of these Terms and Conditions as part of a proposal letter, proposal documentation or other written submission signed by PRC and acceptance in writing (whether by letter, facsimile or e-mail) of such materials by Owner without modification (the "Transaction Documentation"), or (iii) the presentment of these Terms and Conditions as part of a proposal letter, proposal documentation or other written correspondence signed by PRC and the subsequent submission by Owner of Property to PRC for the performance of Disposition Services. The agreement between the parties (the "Agreement") consists of these Terms and Conditions and (i) if any Executed Documentation exists, such Executed Documentation, (ii) if no Executed Documentation exists but Transaction Documentation exists, such Transaction Documentation. If neither Executed Documentation nor Transaction Documentation exists, then the Agreement shall consist solely of these Terms and Conditions. The Agreement, as so defined, collectively comprises the entire agreement between the parties relating to the subject of the Agreement and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way. The Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

1. **Property to be Sold.** From time to time, Owner will designate items of property (the "Property") that it desires to provide to PRC for Disposition Services. PRC retains the right to accept or reject certain items as Property in its sole discretion.
2. **Title to Property.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property (the "Buyer"). Owner appoints PRC as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with the Agreement. In connection therewith, Owner appoints PRC as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to PRC and to third parties pursuant to the Agreement, which amounts shall be disbursed by PRC on behalf of Owner as provided in the Agreement.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** PRC will, on Owner's behalf as its representative, pick-up, store and list Property for sale by auction to the public on the internet on one or more domain names selected by PRC. To the extent that any Property is not sold by auction, PRC may, in any commercially reasonable manner selected by PRC, dispose of Property. PRC will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PRC will handle all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; setting the length of time Property will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting Buyer information (such as name, billing address, shipping address, and credit card information); approving Buyer credit card purchase transactions; and collecting auction proceeds for completed sales from Buyers. PRC shall use reasonable commercial efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PRC shall sell and dispose of all Property "as is" without any liability to the Owner. PRC is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.
  - b. **Large Property Items.** PRC will, at Owner's request and on Owner's behalf as its representative, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, PRC offers Owner different selling options

**TERMS AND CONDITIONS, CONT'D**

("Silver," "Gold," "Gold-Plus" and "Platinum"), each with different service components and associated pricing.

- (1) **In-Place Options.** For Silver, Gold and Gold-Plus ("Gold+"), PRC will auction Large-Items in-place, and in this context, "in-place" means that PRC will not pick-up and store these specific Items but rather Owner will maintain physical control until transfer of title to such Large-Items to Buyers.
- (2) **Haul-away Option.** For Platinum, PRC will, in conjunction with an agent or subcontractor of PRC and to the extent practical, pick-up and haul-away Large-items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
- (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

**Method of Selling Property: Large-Item Auction Services Option Table**

Service Component	Responsible Party (if applicable)			
	Silver	Gold	Gold+	Platinum
1. List Large-Item for online auction	PRC	PRC	PRC	PRC
2. Checklist review and coordination	PRC	PRC	PRC	PRC
3. Listing write-up and marketing	PRC	PRC	PRC	PRC
4. Auction and auction technology management	PRC	PRC	PRC	PRC
5. Customer Support to Bidders	Owner	PRC	PRC	PRC
6. Coordinate Buyer payment and Large-Item pick-up	Owner	PRC	PRC	PRC
7. Transaction (payment) processing	Owner	PRC	PRC	PRC
8. Photographing, vehicle review, equipment description	Owner	Owner	PRC	PRC
9. Provide or procure asset title documentation, as applicable	Owner	Owner	Owner	Owner*
10. Pick-up and haul-away for off-premises online auction				PRC

\* At Owner request, PRC will acquire title documentation through an agent or subcontractor of PRC and pass-through title documentation acquisition cost ("Title Fees").

**4. Term and Termination.**

- a. The Agreement will become effective upon formation (unless the Executed Documentation or Transaction Documentation specifies a "Start Date" or other effective date) and will continue for an initial term of one (1) year following the "Launch Date" (as defined herein) and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. As used herein, "Launch Date" shall mean the date on which PRC completes the first auction of Owner Property.
- c. The Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in the Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- d. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- e. Notwithstanding any termination by either party of the Agreement, PRC will continue to remit the Proceeds arising under the Agreement (net of amounts owed by Owner to PRC and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of

**TERMS AND CONDITIONS, CONT'D**

termination, any unsold inventory shall continue to be auctioned by PRC or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.

**5. Allocation of Sales Proceeds.**

**a. Portable Property Items**

- (1) **Sales Price.** The total amount of Proceeds paid by Buyer shall be called the "Sales Price." The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **Transaction Costs.** PRC shall utilize all costs, shipping and handling charges, taxes, and insurance costs collected from the Buyer (other than the Winning Bid) to pay or remit such costs, shipping and handling charges, taxes, and insurance costs on behalf of Owner and Buyer, as applicable.
- (3) **PRC Commission.** For each item of Property, Owner will pay to PRC (by deduction pursuant to Section 6 below) a fee (the "PRC Commission") equal to fifty percent (50%) of the first \$1,000 of the Winning Bid and twenty five percent (25%) of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Sales Price remaining after deduction and payment of the PRC Commission will be called "Owner's Gross Proceeds".
- (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties IF they sent the winning bidder to the website), will be borne by Owner and PRC in proportion to the ratio of the Gross Proceeds to the PRC Commission. The portion of the Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") owed by Owner will be paid by PRC to the applicable third parties on Owner's behalf.
- (5) **Net Proceeds.** The amount of Proceeds paid to the Owner after deduction and payment of the PRC Commission and Processing Costs will be called "Owner's Net Proceeds".

**Portable Item Example.** The following example illustrates allocation of proceeds from a Portable Property Item sale. Assume an item of Property sells at auction for a \$100 Winning Bid; the Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 (\$100 + \$10 + \$2 + \$6) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 (0.03 x \$118) and the Affiliate Fee is 4.8% or \$4.80 (0.048 x \$100). PRC will retain \$10 of the Sales Price for shipping and handling, \$2 for insurance and \$6 for remittance to relevant tax authorities. PRC will pay itself from the Proceeds the amount of \$50 as the PRC Commission. As the ratio of the PRC Commission to Owner's Gross Proceeds is 1:1, the Credit Card Costs and Affiliate Fees are shared equally, \$1.77 each (\$3.54 ÷ 2) for Credit Cost and \$2.40 each (\$4.80 ÷ 2) for Affiliate Fees. The portion of the Processing Fees allocated to Owner (that is, \$4.17) will be paid to the relevant third parties out of the Proceeds, with the remainder being the responsibility of PRC. The Owner's Net Proceeds are \$45.83 (\$100.00 less \$50 less \$4.17).

- (6) **Fuel Surcharge.** PRC does NOT charge pick-up fees. Instead, a fuel surcharge ("Fuel Surcharge") will be paid to PRC out of the Proceeds for each Portable Item manifest when diesel prices rise above a specific level as shown in the Fuel Surcharge Schedule below. PRC tracks benchmark average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets its fuel surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

**Fuel Surcharge Schedule**

Retail Diesel (per gal)	Fuel Surcharge
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60

**TERMS AND CONDITIONS, CONT'D**

<b>Retail Diesel (per gal)</b>	<b>Fuel Surcharge*</b>
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40
* Divides across locations and/or sub-accounts picked-up same day	
** Table continues upward at same rate	

(7) To the extent that Property is not sold by Auction and PRC disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to a charity, recycling center, landfill, or scrap metal processor, Owner understands and agrees to the following.

- (a) When Property is not sold by Auction, PRC disposition activities create additional PRC processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
- (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
- (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
- (d) PRC will bear the burden of Disposal Costs.
- (e) Owner will pay to PRC the Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that the Disposition Proceeds will be deemed to be the "Sales Price" and the Disposal Costs will be deducted as a transaction cost under Section 5a(2) above.

**b. Large-Items.**

- (1) **Sales Price, PRC Commission, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Items.
- (2) **PRC Commission.** For each Large-Item of Property, PRC will be entitled to a PRC Commission equal to a percent of the Winning Bid which varies according to the Large-Item service option employed. In addition, PRC will be entitled to charge to the Buyer a premium paid directly to PRC (the "Buyer's Premium") which will not be included in the Winning Bid.
  - (a) **Silver.** The PRC Commission will be 0% of the Winning Bid and PRC will charge Buyer a 15% Buyer's Premium.
  - (b) **Gold.** The PRC Commission will be 5% of the Winning Bid and PRC will charge Buyer a 15% Buyer's Premium.
  - (c) **Gold Plus.** The PRC Commission will be 10% of the Winning Bid and PRC will charge Buyer a 15% Buyer's Premium.
  - (d) **Platinum.** The PRC Commission will be 30% of the Winning Bid and PRC will charge Buyer a 0% Buyer's Premium. Any Title Fees, or over-sized vehicle (e.g., crane, bus, backhoe, etc.) haul-away fees, will be borne entirely by Owner.

**Large-Item Example.** Assume a Large-Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges yields a \$1,000.00 Sales Price. For the Silver, Gold and Gold-Plus options, PRC collects and retains a 15% Buyer's Premium, \$150.00 (0.15 x \$1,000), from Buyer. With regard to collecting the Sales Price and sharing proceeds, the approach differs by option:

## TERMS AND CONDITIONS, CONT'D

**Silver.** Owner completes the sale by collecting the \$1,000.00 Sales Price from Buyer, retaining 100% as Owner's Net Proceeds.

**Gold.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid results in a \$50 PRC Commission, leaving \$950 in Owner's Gross Proceeds, therefore a 3% (\$30.00) Credit Card Cost is split 95% by Owner, \$28.50 (0.95 x \$30) and 5% by PRC, \$1.50 (0.05 x \$30). The Owner's Net Proceeds are \$921.50 (\$950.00 less \$28.50).

**Gold Plus.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid results in a \$100 PRC Commission, leaving \$900 in Owner's Gross Proceeds, therefore a 3% (\$30.00) Credit Card Cost is split 90% by Owner, \$27.00 (0.90 x \$30) and 10% by PRC, \$3.00 (0.10 x \$30). The Owner's Net Proceeds are \$873.00 (\$900.00 less \$27.00).

**Platinum.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid results in a \$300 PRC Commission, leaving \$700 in Owner's Gross Proceeds, therefore a 3% (\$30.00) Credit Card Cost is split 70% by Owner, \$21.00 (0.70 x \$30) and 30% by PRC, \$9.00 (0.30 x \$30). The Owner's Net Proceeds are \$779.00 (\$700.00 less \$21.00). In addition, if title documentation fees are \$50, the amount paid to Owner is reduced by such amount to \$729.00.

6. **Payment Terms.** Once every month, PRC will remit to Owner the amount of Owner's Net Proceeds (less any Title Fees and/or Fuel Surcharges, if applicable) arising from completed sales during the preceding month (after payment of all transaction costs, PRC Commissions, Processing Fees, Title Fee and Fuel Surcharges, as applicable). Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
  - a. The completed sales during the prior month, including the total amount of related Proceeds collected, the transaction costs, the PRC Commissions, the Owner and PRC share of Processing Costs, any applicable Title Fees and/or Fuel Surcharges, and the Owners Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
  - a. PRC will exercise due care in the handling and storage of any Property;
  - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the above upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link")

## TERMS AND CONDITIONS, CONT'D

to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.

Owner agrees that it will not provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event that any third party asserts a claim that any Property consists of Prohibited Property, Owner shall indemnify and hold PRC harmless from any such claim and all damages, liabilities (whether joint or several), costs and expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in connection with such claim, whether or not litigated. In the event of any such claim or if PRC otherwise determined in good faith that any Property consists of Prohibited Property, PRC shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by PRC, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event that any Buyer asserts a claim that any Property consists of Prohibited Property and PRC determined in good faith that such claim is reasonably likely to be determined to be correct, PRC may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to the Buyer, in which event PRC may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by PRC.

9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
  - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
  - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to the Agreement (the "Books and Records") for at least three (3) years following expiration or termination of the Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Indemnification.** Subject to the limitations specified in the Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities (whether joint or several), costs and expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity (collectively, "Losses") arising out of or in connection with:
  - a. the inaccuracy of any representation or warranty made by the party hereunder,
  - b. any breach of the Agreement by the party, or
  - c. any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.
13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO,

## TERMS AND CONDITIONS, CONT'D

LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO THE AGREEMENT. LIABILITY ARISING UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT AND FOR ANY AMOUNTS CLAIMED BY A THIRD PARTY WHICH ARE SUBJECT TO INDEMNIFICATION PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THE AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNERS FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.

14. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
15. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
16. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The headings in the Agreement are inserted for convenience of reference only and shall not constitute a part hereof. Nothing in the Agreement is intended nor shall it be construed to confer any rights or remedies upon any person or entity other than the parties named herein and their respective successors and permitted assigns. The parties have participated, or had the opportunity to participate in, the negotiation and drafting of the Agreement or requested, or had the opportunity to request, amendments to the Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Agreement.
17. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue. If any proceeding or action is brought to recover any amount under the Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of the Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.

## TERMS AND CONDITIONS, CONT'D

18. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by the Agreement and to account for and document those activities.
19. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in the Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate. PRC shall be not liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by PRC in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on PRC by the Agreement, except that PRC shall be liable for any such Losses incurred by reason of PRC's fraud, gross negligence or willful misconduct.
20. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

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

City Clerk File No. Res. 10-056

Agenda No. 10.N

Approved: JAN 27 2010



**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA FOR FURNISHING AND DELIVERING HOMELAND SECURITY EQUIPMENT AND SUPPLIES FOR THE DEPARTMENT OF FIRE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the Fire Department is in need of specialized equipment to respond to terrorist incidents involving weapons of mass destruction, and

**WHEREAS**, this specialized equipment has been identified as re-breathers (self contained breathing apparatus) and support equipment, and

**WHEREAS**, the funding for this equipment is available through a Homeland Security Grant, and

**WHEREAS**, AAA Emerg. Supply, White Plains, NY can provide this specialized breathing equipment under State Contract,

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding, and

**WHEREAS**, AAA Emergency Supply, 635 North Broadway, White Plains, NY 10603, being in possession of State Contract A74027, will furnish and deliver to the City of Jersey City, Department of Fire, Police and Homeland Security equipment and supplies in the total amount of One Hundred Nine Thousand Dollars Nine Hundred Ninety Five Dollars and Seventy Cents (\$109,995.70), and

**WHEREAS**, the Acting Purchasing Director has certified that he considers said quotation to be fair and reasonable,

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et.seq. Department of Fire Account No. 02-213-40-964-314 P.O. No.98725 Amt. \$109,995.70

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned AAA Emergency Supply be accepted and that a contract be awarded to said company in the above amount and the Acting 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

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

**RESOLVED**, that the Mayor/Business Admin.is authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 02-214-40-964-314 PO 98725

APPROVED: Armando Roman  
Armando Roman, Director of Fire & Emergency Services

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-057

Agenda No. 10.0

Approved: JAN 27 2010



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS, TO PROVIDE VOICE TELEPHONE SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

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

**WHEREAS**, funding is required for POTS (Plain Old Telephone Service) voice telephone lines, utilized by City agencies; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract, without public bidding, for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or extracted, and filed with the BPU; and

**WHEREAS**, the anticipated funding required for these services, for the remainder of the 2010 Fiscal Year (a five month period), is Twenty Five Thousand (\$25,000.00) Dollars; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**Administration/Division of Information Technology**

**Acct. No. 01-201-31-435-314**

**AMT. \$25,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2010 temporary and permanent budgets;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **GRANITE TELECOMMUNICATIONS** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

City Clerk File No. Res. 10-057

Agenda No. 10.0

TITLE: JAN 27 2010

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS, TO PROVIDE VOICE TELEPHONE SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

**RESOLVED**, that 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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (f).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Requisition No. \_\_\_\_\_

Purchase Order No. 98940

EEO/AA Review \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS, TO PROVIDE VOICE TELEPHONE SERVICE, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

**ROBERT MAGRO, DIRECTOR, IT DIVISION**

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

**BILLING FOR POTS (PLAIN OLD TELEPHONE SERVICE) VOICE TELEPHONE LINES, UTILIZED BY CITY AGENCIES**

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

**SERVICES REQUIRED TO INSURE THE UNINTERRUPTED FUNCTION OF CITY OFFICES USING VOICE TELECOMMUNICATION SERVICES FOR DAILY OPERATIONAL TASKS.**

**5. Anticipated Benefits to the Community:**

**UNINTERRUPTED OPERATION OF CITY OFFICES PROVIDING SERVICES TO CONSTITUENTS. TWENTY PERCENT COST SAVINGS WITH THIS VENDOR.**

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**

**\$25,000.00 (LAST FIVE MONTHS, 2010 FISCAL YEAR)**

**7. Date Proposed Program or Project will Commence:**

**FEBRUARY 1, 2010**

**8. Anticipated Completion Date:**

**JUNE 30, 2010**

**9. Person Responsible for Coordinating Proposed Program/Project :**

**ROBERT MAGRO, DIRECTOR, IT DIVISION**

I certify that all the facts presented herein are accurate.



1-11-10

Signature of Department Director

Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GRANITE TELECOMMUNICATIONS, LLC  
**Trade Name:**  
**Address:** 100 NEWPORT AVENUE EXT STE 1  
QUINCY, MA 02171  
**Certificate Number:** 0150071  
**Effective Date:** May 16, 2002  
**Date of Issuance:** January 11, 2010

**For Office Use Only:**

20100111122538721



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0150071 FOR GRANITE TELECOMMUNICATIONS, LLC IS VALID.

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:** Granite Telecommunications, LLC  
100 Newport Ave Ext  
Quincy MA 02171

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 - Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

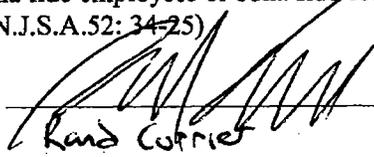
I certify that I am C.O.O.

of the firm of Granite Telecommunications, LLC

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)

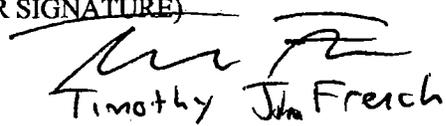
(Signature of respondent)

  
Rand Currier

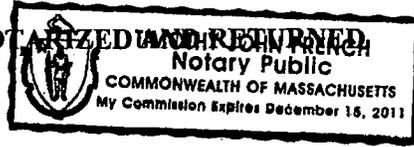
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 11th OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Massachusetts  
MY COMMISSION EXPIRES: 2011

  
Timothy J. French

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Robert T. Hale, Jr	8 Olmsted Drive Hingham, MA 02043	Confidential
Judith Hale	440 River Road Westport, MA 02790	Confidential

SIGNATURE :

*[Handwritten Signature]*  
Rand Currier

TITLE:

COO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

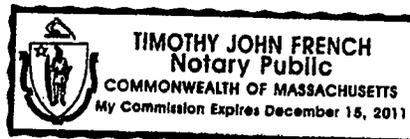
January 11 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Massachusetts  
MY COMMISSION EXPIRES: 2011

*[Handwritten Signature]*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.**

Representative's Name/Title (Print): Rand Corrier C.O.O.

Representative's Signature: 

Name of Company: Granite Telecommunications, LLC

Tel. No.: 617-933-5500 Date: 1/11/10

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

The contractor and the C.O.O. of Granite Telecommunications, LLC (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability (continued)**

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: Rand Currier C.O.O.

Representative's Signature: 

Name of Company: Granite Telecommunications, LLC

Tel. No.: 617-933-5500 Date: 1/11/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Granite Telecommunications, LLC

SIGNATURE: 

DATE: 1/11/2010

PRINT

NAME: Rand Currier

TITLE: C.O.O.

**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: Granite Telecommunications, LLC

Address: 100 Newport Ave Ext Quincy MA 02171

Telephone No.: 617-933-5500

Contact Name: Timothy Freich

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**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: Granite Telecommunications, LLC

Address: 100 Newport Ave Ext Quincy MA 02171

Telephone No.: 617-933-5500

Contact Name: Timothy French

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT  
(FORM AA302)**

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

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

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

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

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

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

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

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

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

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

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

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

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)

Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

**STATE OF NEW JERSEY**  
**Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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: [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 04-3643290	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 601
4. COMPANY NAME Granite Telecommunications, LLC		
5. STREET 100 Newport Ave. Ext.	CITY Quincy	COUNTY Norfolk
		STATE MA
		ZIP CODE 02171
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 601		
10. PUBLIC AGENCY AWARDED CONTRACT City of Jersey City Jersey City NJ		
Official Use Only	DATE RECEIVED	NAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

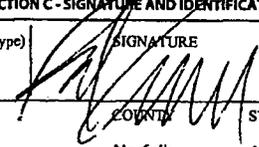
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	46	30	16	1	0	0	0	29	1	0	0	1	14	
Professionals	17	10	7	0	0	0	1	9	0	0	0	1	6	
Technicians	21	16	5	3	1	0	5	7	1	1	0	0	3	
Sales Workers	55	50	5	4	1	0	0	45	1	0	0	1	3	
Office & Clerical	460	212	248	35	23	3	9	142	72	180	0	12	146	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	1	1	0	1	0	0	0	0	0	0	0	0	0	
Service Workers	1	0	1	0	0	0	0	0	0	0	0	0	1	
<b>TOTAL</b>	<b>601</b>	<b>319</b>	<b>282</b>	<b>44</b>	<b>25</b>	<b>3</b>	<b>15</b>	<b>232</b>	<b>75</b>	<b>181</b>	<b>0</b>	<b>15</b>	<b>173</b>	
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 09/12/2009 To: 09/15/2009		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Rand Carrier	SIGNATURE 	TITLE C.O.O.	DATE MO DAY YEAR 1 11 2010
17. ADDRESS NO. & STREET 100 Newport Ave. Ext.	CITY Quincy	COUNTY Norfolk	STATE MA
		ZIP CODE 02171	PHONE (AREA CODE, NO., EXTENSION) 617 - 933 - 5500

I certify that the information on this Form is true and correct.

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

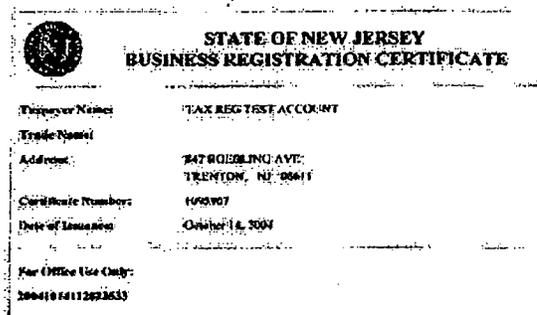
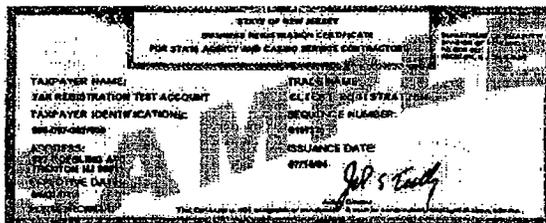
**“New Jersey Business Registration Requirements”**

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

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

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section 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.”







**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

State: Governor, and Legislative Leadership Committees

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

**Municipalities (Mayor and members of governing body, regardless of title):**

Bayonne City  
East Newark Borough  
Guttenberg Town  
Harrison Town  
Hoboken City  
Jersey City  
Kearny Town  
North Bergen Township  
Secaucus Town  
Union City City  
Weehawken Township  
West New York Town

**Boards of Education  
(Members of the Board):**

East Newark Borough  
Guttenberg Town  
Hoboken City  
Kearny Town  
North Bergen Township  
Secaucus Town  
Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

(None)

**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.

OR

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

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.

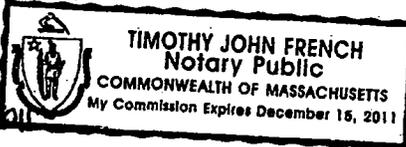
Stockholders:

Name: Robert T. Hale, Jr. Home Address: 8 Olmsted Drive Hingham, MA 02043	Name: Judith Hale Home Address: 440 River Road Westport, MA 02790
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11<sup>th</sup> day of January, 2010

[Signature]  
(Notary Public)

My Commission expires: 12/15/2011



[Signature]  
(Affiant)

RAND CURRIE  
(Print name & title of affiant)

(Corporate Seal)

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

City Clerk File No. Res. 10-058

Agenda No. 10.P

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH LERCH, VINCI, AND HIGGINS LLP., CERTIFIED PUBLIC ACCOUNTANTS FOR LITIGATION SUPPORT RELATED TO COLLECTIVE BARGAINING

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

**WHEREAS**, the City of Jersey City has a need for litigation support related to collective bargaining and arbitration with public safety unions; and

**WHEREAS**, the City has a need to acquire these services pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the City of Jersey City has received a proposal from Lerch, Vinci, and Higgins, LLP. Certified Public Accountants; and

**WHEREAS**, the proposal submitted by Lerch, Vinci, and Higgins, LLP. Certified Public Accountants was judged to meet the City's needs; and

**WHEREAS**, Lerch, Vinci, and Higgins, LLP. Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., Lerch, Vinci, and Higgins, LLP. Certified Public Accountants has completed and submitted a Business Entity Disclosure Certification which certifies that Lerch, Vinci, and Higgins, LLP. Certified Public Accountants 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 the Lerch, Vinci, and Higgins, LLP. Certified Public Accountants from making any reportable contributions through the term of the contract; and

**WHEREAS**, Lerch, Vinci, and Higgins, LLP. Certified Public Accountants has submitted a Chapter 271 Political Contribution Disclosure Certification; and

**WHEREAS**, Lerch, Vinci, and Higgins, LLP. Certified Public Accountants has certified that they have not made any reportable contributions in the one-year period preceding the award of this 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;

City Clerk File No. Res. 10-0588

Agenda No. 10.P

TITLE: JAN 27 2010

**RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH LERCH, VINCI, AND HIGGINS LLP., CERTIFIED PUBLIC ACCOUNTANTS FOR LITIGATION SUPPORT RELATED TO COLLECTIVE BARGAINING**

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the FY2010 permanent budget in the following account:

Acct NO. 10-01-201-20-100-312 \$10,000.00

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Lerch, Vinci, and Higgins, LLP. Certified Public Accountants be accepted and that a contract be awarded to said company for an amount not to exceed \$50,000, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 et seq; and be it further

**RESOLVED**, this contract is awarded pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play" law).

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$10,000.00 are available in Account No. 10-01-201-20-100-312

PO number: 99051

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

*J.A. 1/21/10*

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Peter M. Brennan, President of Council

[Signature]

Robert Byrne, City Clerk

# LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
REGISTERED MUNICIPAL ACCOUNTANTS

17-17 ROUTE 208  
FAIR LAWN, NJ 07410  
TELEPHONE (201) 791-7100  
FACSIMILE (201) 791-3035  
WWW.LVHCPA.COM

DIETER P. LERCH, CPA, RMA, PSA  
GARY J. VINCI, CPA, RMA, PSA  
GARY W. HIGGINS, CPA, RMA, PSA  
JEFFREY C. BLISS, CPA, RMA, PSA  
PAUL J. LERCH, CPA, RMA, PSA  
DONNA L. JAPHET, CPA, PSA  
JULIUS B. CONSONI, CPA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA  
ANDREW PARENTE, CPA, RMA, PSA  
ROBERT W. HAAG, CPA, PSA  
DEBORAH KOZAK, CPA, PSA  
DEBRA GOLLE, CPA  
CINDY JANACEK, CPA, RMA  
RALPH M. PICONE, CPA, RMA, PSA

December 2, 2009

Martin R. Pachman, Esq.  
Schwartz Simon Edelstein  
Celso & Zitomer, LLC  
44 Whippany Road  
Suite 210, PO Box 2355  
Morristown, NJ 07962

Dear Mr. Pachman:

In accordance with your request, we are pleased to furnish you with our fee proposal for litigation support services to be rendered on behalf of the City of Jersey City (the "City").

The firm of Lerch, Vinci & Higgins, LLP will to provide professional services in connection with salary negotiations and/or arbitration for the following collective bargaining units:

- Patrolmen's Benevolent Association – P.B.A.
- Superior Officer's Association – S.O.A.
- Fireman's Mutual Benevolent Association – F.M.B.A.
- Fire Officer's Association – F.O.A.

The services to be rendered on behalf of the City in connection with these bargaining units will include the following:

- Assist the City in the development of a financial strategy with respect to contract negotiations for the various bargaining units.
- Prepare a detail cost analysis, by bargaining unit, to calculate the actual cost of services, including step increases, longevity increases and fringe benefit costs.
- Evaluation of various cost proposals submitted by the collective bargaining units.

- Development of the City's financial proposal with respect to salary increases, fringe benefits and any other related contract issues.
- Preparation of financial exhibits to be submitted by the City with respect to any negotiations and/or arbitration hearings outlining the specific cost impact of the bargaining units' versus the City's proposals.
- Dieter P. Lerch, CPA will provide expert testimony on behalf of the City as required.
- Financial analysis will be provided to examine economic issues as contained in the bargaining agreements, such as sick time, approved absence, terminal leave, etc.
- The firm will also provide an economic analysis of any contractual items as may be requested by the City's labor attorney and/or Corporation Counsel.
- Attendance at any and all meetings, negotiation sessions and arbitration hearings relating to these matters.

Our fee for financial advisory services will be billed out at our standard hourly rates. Our standard hourly billing rates are as follows:

Partners	\$140- \$175 per hour
Managers	\$100 - \$130 per hour
Senior Accountants/Supervisors	\$ 80 - \$ 95 per hour
Staff Accountants	\$ 70 - \$ 80 per hour
Other Personnel	\$ 45 per hour

Our fee for the above described services is estimated not to exceed \$50,000. Should the scope of our work be expanded, we will provide an additional fee estimate for the City's consideration.

We look forward to having the opportunity to continue to serve the City of Jersey City.

Very truly yours,  
LERCH, VINCI & HIGGINS, LLP

*Dieter P. Lerch*

Dieter P. Lerch  
Certified Public Accountant

DPL:nbf

Accepted By:

*B O'Keilly*

Title:

*Business Administrator*

Date:

*12-10-09*

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

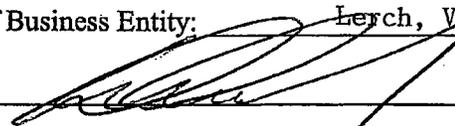
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lerch, Vinci & Higgins, LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 27, 2010 (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 Lerch, Vinci & Higgins, LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

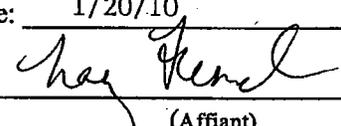
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lerch, Vinci & Higgins, LLP

Signed  Title: Partner

Print Name Dieter P. Lerch Date: 1/20/10

Subscribed and sworn before me  
this 20 day of January 2010.

  
(Affiant)

My Commission expires: \_\_\_\_\_  
Nancy B. French  
(Print name & title of affiant) (Corporate Seal)

**NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010**

**\*\*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 **Lerch, Vinci & Higgins, LLP**

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 January 20, 2010 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2009
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

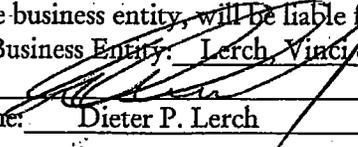
Check the box that represents the type of business entity:

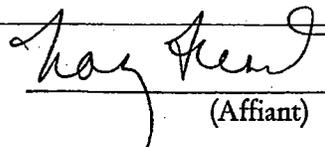
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Dieter P. Lerch	210 Mockingbird Lane, Franklin Lakes, NJ
Gary J. Vinci	5 Ashley Place, Towaco, NJ
Gary W. Higgins	462 Old Post Road, Wyckoff, NJ

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lerch, Vinci & Higgins, LLP  
 Signed:  Title: Partner  
 Print Name: Dieter P. Lerch Date: 1/20/10

Subscribed and sworn before me this 20th day of January, 2010:  My Commission expires:	 _____ (Affiant)  (Print name & title of affiant) (Corporate Seal)
--	--

NANCY B. FRENCH  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES MAR. 6, 2010

**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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# 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: | Lerch, Vinci & Higgins, LLP |           |            |
| Address:     | 17-17 Route 208             |           |            |
| City:        | Fair Lawn                   | State: NJ | Zip: 07410 |

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.

|                                                                                                         |                                          |                           |
|---------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------|
| <br>_____<br>Signature | Dieter P. Lerch<br>_____<br>Printed Name | Partner<br>_____<br>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.

**HUDSON COUNTY**

Check here if disclosure is provided in electronic form.

| Contributor Name            | Recipient Name                   | Date  | Dollar Amount |
|-----------------------------|----------------------------------|-------|---------------|
| Lerch, Vinci & Higgins, LLP | Cliffside Park First CPC         | 10/09 | \$1,500       |
| Lerch, Vinci & Higgins, LLP | Cliffside Park First CPC         | 2/09  | \$300         |
| Lerch, Vinci & Higgins, LLP | Cliffside Park First CPC         | 3/09  | \$2,000       |
| Lerch, Vinci & Higgins, LLP | Cliffside Park First CPC         | 5/09  | \$2,000       |
| Lerch, Vinci & Higgins, LLP | Little Ferry Democratic Campaign | 9/09  | \$1,000       |
| Lerch, Vinci & Higgins, LLP | District 38 Democrats            | 12/08 | \$750         |
| Lerch, Vinci & Higgins, LLP | Wood-Ridge Regular Democr. Club  | 5/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | Wood-Ridge Regular Democr. Club  | 10/09 | \$600         |
| Lerch, Vinci & Higgins, LLP | Schaer for Assembly              | 6/09  | \$250         |
| Lerch, Vinci & Higgins, LLP | Township of Washington GOP       | 5/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | Township of Washington GOP       | 9/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | Schaer for Assembly              | 12/08 | \$1,000       |
| Lerch, Vinci & Higgins, LLP | Schaer for Assembly              | 4/09  | \$1,600       |
| Lerch, Vinci & Higgins, LLP | Schaer for Assembly              | 6/09  | \$250         |
| Lerch, Vinci & Higgins, LLP | Schaer for Assembly              | 10/09 | \$1,000       |
| Lerch, Vinci & Higgins, LLP | Waldwick Republican Club         | 7/09  | \$150         |
| Lerch, Vinci & Higgins, LLP | Waldwick Republican Club         | 10/09 | \$250         |

Check here if the information is continued on subsequent page(s)

## Continuation Page

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name:

| Contributor Name            | Recipient Name                    | Date  | Dollar Amount |
|-----------------------------|-----------------------------------|-------|---------------|
| Lerch, Vinci & Higgins, LLP | Victory 2009                      | 3/09  | \$5,200       |
| Lerch, Vinci & Higgins, LLP | Victory 2009                      | 5/09  | \$1,500       |
| Lerch, Vinci & Higgins, LLP | Victory 2009                      | 10/09 | \$500         |
| Lerch, Vinci & Higgins, LLP | District 36 Democratic Club       | 9/09  | \$1,000       |
| Lerch, Vinci & Higgins, LLP | West New York Democratic Comm.    | 5/09  | \$3,000       |
| Lerch, Vinci & Higgins, LLP | Roselle Independent Democrats     | 5/09  | \$1,000       |
| Lerch, Vinci & Higgins, LLP | N. Bergen Democratic Munic. Comm  | 9/09  | \$4,000       |
| Lerch, Vinci & Higgins, LLP | Prospect Park Republican Club     | 6/09  | \$200         |
| Lerch, Vinci & Higgins, LLP | Propsect Park Republican Club     | 10/09 | \$200         |
| Lerch, Vinci & Higgins, LLP | N. Bergen Democratic Munic. Comm  | 3/09  | \$450         |
| Lerch, Vinci & Higgins, LLP | Totowa Republican Club            | 6/09  | \$100         |
| Lerch, Vinci & Higgins, LLP | Totowa Republican Club            | 10/09 | \$1,000       |
| Lerch, Vinci & Higgins, LLP | Wayne Regular Republican Organiz. | 4/09  | \$250         |
| Lerch, Vinci & Higgins, LLP | Wayne Regular Republican Organiz. | 8/09  | \$250         |
| Lerch, Vinci & Higgins, LLP | East Orange Team 2009             | 5/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | GOP Strong                        | 1/09  | \$1,000       |
| Lerch, Vinci & Higgins, LLP | GOP Strong                        | 4/09  | \$1,500       |
| Lerch, Vinci & Higgins, LLP | GOP Strong                        | 5/09  | \$1,500       |
| Lerch, Vinci & Higgins, LLP | Jerry Green for Assembly          | 1/09  | \$200         |
| Lerch, Vinci & Higgins, LLP | Jerry Green for Assembly          | 5/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | Jerry Green for Assembly          | 9/09  | \$500         |
| Lerch, Vinci & Higgins, LLP | Rahway Democrats                  | 6/09  | \$1,000       |
| Lerch, Vinci & Higgins, LLP | Bergen Cty Irish American Dems    | 10/09 | \$5,000       |
| Lerch, Vinci & Higgins, LLP | Bergen Cty African American Dems  | 10/09 | \$5,000       |
| Lerch, Vinci & Higgins, LLP | Latino American Dem Association   | 10/09 | \$5,000       |
| Lerch, Vinci & Higgins, LLP | West New York First – Lange       | 11/09 | \$1,000       |
| Lerch, Vinci & Higgins, LLP | West New York First – Vega        | 11/09 | \$1,000       |

Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lerch, Vinci & Higgins, LLP

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.

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:

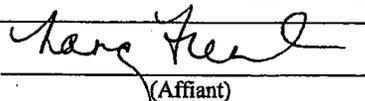
|                                                                   |                                                     |
|-------------------------------------------------------------------|-----------------------------------------------------|
| Name: Dieter Lerch                                                | Name: Gary Vinci                                    |
| Home Address:<br>210 Mockingbird Lane<br>Franklin Lakes, NJ 07417 | Home Address:<br>5 Ashley Place<br>Towaco, NJ 07082 |
| Name: Gary Higgins                                                | Name:                                               |
| Home Address:<br>462 Old Post Road<br>Wyckoff, NJ 07481           | Home Address:                                       |
| Name:                                                             | Name:                                               |
| Home Address:                                                     | Home Address:                                       |

Subscribed and sworn before me this 20<sup>th</sup> day of January, 2010.

(Notary Public)

My Commission expires:

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

  
(Affiant)

Nancy French  
(Print name & title of affiant)

(Corporate Seal)

**CITY OF JERSEY CITY**

**PROJECT:** Financial Expert - Labor Negotiations

**RESPONDENT:** Dieter P. Lerch, CPA, Lerch, Vinci & Higgins, LLP

**RESPONDENT'S CHECKLIST**

| Item                                            | Respondent Initials                                                                 | Purchasing Review |
|-------------------------------------------------|-------------------------------------------------------------------------------------|-------------------|
| A. Non-Collusion Affidavit properly notarized   |  |                   |
| B. Public Disclosure Statement                  |  |                   |
| C. Mandatory Affirmative Action Language        |  |                   |
| D. Americans with Disabilities Act              |  |                   |
| E. MWBE Questionnaire                           |  |                   |
| F. Affirmative Action Compliance Notice         |  |                   |
| G. Employee Information Report                  |  |                   |
| H. Business Registration Certificate            |  |                   |
| I. Original signature(s) on all required forms. |  |                   |

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

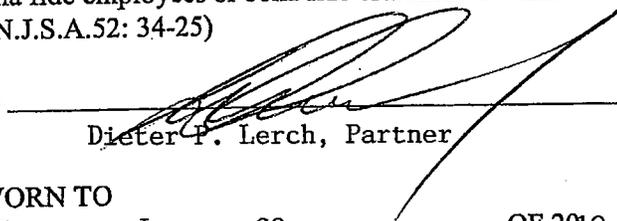
I certify that I am Partner

of the firm of Lerch, Vinci & Higgins, LLP

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)

  
Dieter P. Lerch, Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

January 20

OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

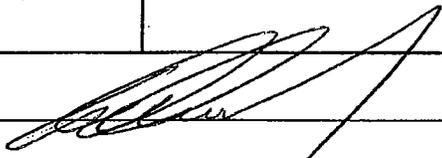
**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name            | Address                                    | % owned |
|-----------------|--------------------------------------------|---------|
| Dieter P. Lerch | 210 Mockingbird Lane<br>Franklin Lakes, NJ | 40%     |
| Gary J. Vinci   | 5 Ashley Place<br>Towaco, NJ               | 34      |
| Gary W. Higgins | 462 Old Post Road<br>Wyckoff, NJ           | 26      |
|                 |                                            |         |
|                 |                                            |         |

SIGNATURE : 

Dieter P. Lerch, Partner

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 20 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) 

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**CITY OF JERSEY CITY**

**LERCH, VINCI & HIGGINS, LLP**

**AFFIRMATIVE ACTION REQUIREMENTS**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**NJSA 10:5-31 et seq., NJAC 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

**APPENDIX A**

During the performance of the contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscriminational clause;

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitment under this act and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county or employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

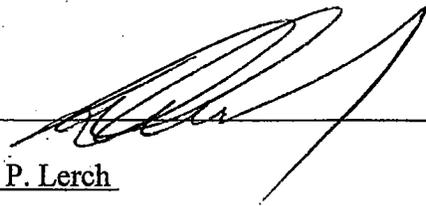
In conforming with the applicable employment goals, the Contractor or subcontractor agrees to review all procedures relating to the transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The Contract shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SIGNATURE: \_\_\_\_\_



NAME: Dieter P. Lerch

TITLE: Partner

BUSINESS NAME: Lerch, Vinci & Higgins, LLP

DATE: 1/20/10

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

The contractor and the **Bergen County Improvement Authority** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**(continued)**

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:**

  
\_\_\_\_\_

**NAME:** Dieter P. Lerch **TITLE:** Partner

**BUSINESS NAME:** Lerch, Vinci & Higgins, LLP

**DATE:** 1/20/10

**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: Lerch, Vinci & Higgins, LLP

Address: 17-17 Route 208, Fair Lawn, NJ 07410

Telephone No.: (201) 791-7100

Contact Name: Dieter P. Lerch

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

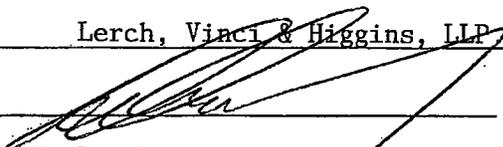
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Lerch, Vinci & Higgins, LLP

SIGNATURE:  DATE: 1/20/10

PRINT NAME: Dieter P. Lerch TITLE: Partner

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

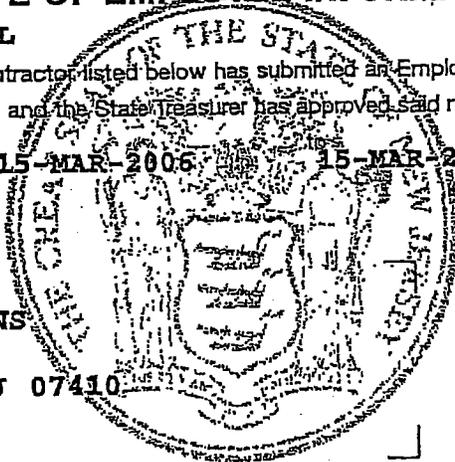
**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

# 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-2006~~ ~~15-MAR-2013~~



LERCH, VINCI & HIGGINS  
17-17 RT. 208  
FAIR LAWN

NJ 07410



*Bradley Abela*

Acting State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

LERCH VINCI & HIGGINS, LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-015-339/000

SEQUENCE NUMBER:

0558535

ADDRESS:

17-17 ROUTE 20  
FAIR LAWN NJ 07410

ISSUANCE DATE:

08/24/04

EFFECTIVE DATE:

01/01/90

Acting Director

FORM-BRC(D8-01)

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

# CITY OF JERSEY CITY

Requisition #

0149177

Assigned PO #

Vendor

## Requisition

### Dept. Bill To

ADMINISTRATOR'S OFFICE  
280 GROVE STREET  
ROOM 108  
JERSEY CITY NJ 07302

### Dept. Ship To

280 GROVE STREET  
ROOM 108  
JERSEY CITY NJ 07302

### Contact Info

JOHN MERCER  
2015474417

358  
10 R

| Quantity | UOM | Description                                                                                                                                                                                         | Account           | Unit Price | Total     |
|----------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | EA  | LITIGATION SUPPORT<br>FOR ENCUMBRANCY ONLY<br>LITIGATION SUPPORT CONTRACT (EUS)<br>LERCH, VINCI, AND HIGGINS LLP CPA<br>AWARDED BY RESO<br>DETAILS TO FOLLOW<br>NEED PO FOR 1/27 MEETING<br>THANKS! | 01-201-20-100-312 | 10,000.00  | 10,000.00 |

Requisition Total 10,000.00

Req. Date: 01/21/2010

Requested By: JMERCER

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO LERCH,  
VINCI, AND HIGGINS, LLP AS AN EXTRAORDINARY, UNSPECIFIABLE SER-  
VICE**

DATE: January 20, 2010  
TO: Municipal Council  
FROM: Brian O'Reilly, Business Administrator  
SUBJECT: Resolution awarding EUS contract to Lerch, Vinci, and Higgins, LLC

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Lerch, Vinci, and Higgins, LLC  
Cost: Not to exceed \$50,000  
Period: 12 months  
Purpose: To provide litigation support service related to collective bargaining and arbitration with public safety unions.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

**1. Provide a clear description of the work to be done.**

The scope of work will include:

- Assist in the development of a financial strategy with respect to contract negotiations for the various bargaining units.
- Prepare a detail cost analysis, by bargaining unit, to calculate the actual cost of services, including step increases, longevity increases and fringe benefit costs.
- Evaluation of various cost proposals submitted by the collective bargaining units.
- Development of the City's financial proposal with respect to salary increases, fringe benefits and any other related contract issues.
- Preparation of financial exhibits to be submitted by the City with respect to any negotiations and/or arbitration hearings outlining the specific cost impact of the bargaining units' versus the City's proposals.
- Provide expert testimony on behalf of the City as required.

- Financial analysis will be provided to examine economic issues as contained in the bargaining agreements, such as sick time, approved absence, terminal leave, etc.
- Provide an economic analysis of any contractual items as may be requested by the City's labor attorney and/or Corporation Counsel.
- Attendance at any and all meetings, negotiation sessions and arbitration hearings relating to these matters.

**2. Describe in detail why the contract meets the provisions of the statute and rules:**

The criteria for consultant selection include expertise, extensive training and proven reputation in the field of providing financial analysis and litigation support related to collective bargaining and arbitration. These processes are subject to federal, state, and municipal regulations and labor-related considerations with which the consultant must be very familiar and which need to be applied to local operations. As such, selection of the consultant cannot be solely a cost-based (i.e., formal bid) decision. In addition, the consulting services proposed are not included in the list of services permitted under competitive contracting (N.J.S.A. 40A:11-4.1 et seq), nor do they qualify as "professional services" as defined by the local public contracts law (N.J.S.A. 40A:11-1 et seq).

**3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:**

Because each collective bargaining unit brings different challenges to negotiation and arbitration, it is unlikely that the City can predict the volume and nature of issues, work rules, and proposals with sufficient precision to develop written specifications.

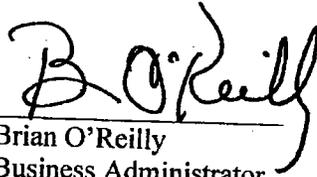
**4. Describe the informal solicitation of quotations:**

The City utilized a non-fair and open process, pursuant to N.J.S.A. 19:44A - 20.4 et seq. Lerch, Vinci, and Higgins, LLP., has an established reputation in this particular field and has provided similar services to a number of municipalities and other local units, including but not limited to:

- City of East Orange (SOA, FOP, FMBA, )FOA
- East Orange Board of Education (Education Association, Security Association, Secretaries Association, ESPA, Maintenance Association, Administrators Assn)
- City of Garfield (PBA)
- City of Passaic (FMBA)
- Borough of Cliffside Park (PBA)
- Borough of Little Ferry (PBA)

5. **I have reviewed the rules of the division of local government services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.**

Respectfully,

A handwritten signature in black ink, appearing to read "B. O'Reilly", written over a horizontal line.

Brian O'Reilly  
Business Administrator  
City of Jersey City

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

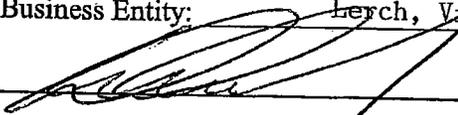
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lerch, Vinci & Higgins, LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 27, 2010 (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 Lerch, Vinci & Higgins, LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

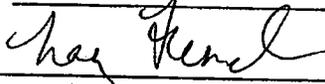
**PART II - Signature and Attestation:**

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: Lerch, Vinci & Higgins, LLP

Signed  Title: Partner

Print Name Dieter P. Lerch Date: 1/20/10

Subscribed and sworn before me  
this 20 day of January, 2010.   
(Affiant)

My Commission expires: \_\_\_\_\_  
Nancy B. French  
(Print name & title of affiant) (Corporate Seal)

**NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010**

**\*\*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 **Lerch, Vinci & Higgins, LLP**

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 January 20, 2010 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2009             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Phil Kenny                  | Healy for Mayor 2009                   |
| Friends of Nidia Lopez                 |                                        |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

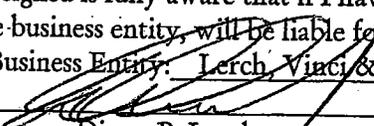
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                             |
|------------------------------|------------------------------------------|
| Dieter P. Lerch              | 210 Mockingbird Lane, Franklin Lakes, NJ |
| Gary J. Vinci                | 5 Ashley Place, Towaco, NJ               |
| Gary W. Higgins              | 462 Old Post Road, Wyckoff, NJ           |
|                              |                                          |
|                              |                                          |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

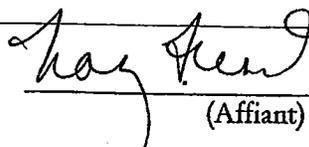
Name of Business Entity: Lerch, Vinci & Higgins, LLP

Signed:  Title: Partner

Print Name: Dieter P. Lerch Date: 1/20/10

Subscribed and sworn before me this 20th day of January, 2010.

My Commission expires: **NANCY B. FRENCH  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES MAR. 6, 2010**

  
 (Affiant)

(Print name & title of affiant) (Corporate Seal)

**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**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# 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:	Lerch, Vinci & Higgins, LLP		
Address:	17-17 Route 208		
City:	Fair Lawn	State: NJ	Zip: 07410

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.

	Dieter P. Lerch	Partner
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.

### HUDSON COUNTY

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Lerch, Vinci & Higgins, LLP	Cliffside Park First CPC	10/09	\$1,500
Lerch, Vinci & Higgins, LLP	Cliffside Park First CPC	2/09	\$300
Lerch, Vinci & Higgins, LLP	Cliffside Park First CPC	3/09	\$2,000
Lerch, Vinci & Higgins, LLP	Cliffside Park First CPC	5/09	\$2,000
Lerch, Vinci & Higgins, LLP	Little Ferry Democratic Campaign	9/09	\$1,000
Lerch, Vinci & Higgins, LLP	District 38 Democrats	12/08	\$750
Lerch, Vinci & Higgins, LLP	Wood-Ridge Regular Democr. Club	5/09	\$500
Lerch, Vinci & Higgins, LLP	Wood-Ridge Regular Democr. Club	10/09	\$600
Lerch, Vinci & Higgins, LLP	Schaer for Assembly	6/09	\$250
Lerch, Vinci & Higgins, LLP	Township of Washington GOP	5/09	\$500
Lerch, Vinci & Higgins, LLP	Township of Washington GOP	9/09	\$500
Lerch, Vinci & Higgins, LLP	Schaer for Assembly	12/08	\$1,000
Lerch, Vinci & Higgins, LLP	Schaer for Assembly	4/09	\$1,600
Lerch, Vinci & Higgins, LLP	Schaer for Assembly	6/09	\$250
Lerch, Vinci & Higgins, LLP	Schaer for Assembly	10/09	\$1,000
Lerch, Vinci & Higgins, LLP	Waldwick Republican Club	7/09	\$150
Lerch, Vinci & Higgins, LLP	Waldwick Republican Club	10/09	\$250

Check here if the information is continued on subsequent page(s)

**Continuation Page**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name:

<b>Contributor Name</b>	<b>Recipient Name</b>	<b>Date</b>	<b>Dollar Amount</b>
Lerch, Vinci & Higgins, LLP	Victory 2009	3/09	\$5,200
Lerch, Vinci & Higgins, LLP	Victory 2009	5/09	\$1,500
Lerch, Vinci & Higgins, LLP	Victory 2009	10/09	\$500
Lerch, Vinci & Higgins, LLP	District 36 Democratic Club	9/09	\$1,000
Lerch, Vinci & Higgins, LLP	West New York Democratic Comm.	5/09	\$3,000
Lerch, Vinci & Higgins, LLP	Roselle Independent Democrats	5/09	\$1,000
Lerch, Vinci & Higgins, LLP	N. Bergen Democratic Munic. Comm	9/09	\$4,000
Lerch, Vinci & Higgins, LLP	Prospect Park Republican Club	6/09	\$200
Lerch, Vinci & Higgins, LLP	Propsect Park Republican Club	10/09	\$200
Lerch, Vinci & Higgins, LLP	N. Bergen Democratic Munic. Comm	3/09	\$450
Lerch, Vinci & Higgins, LLP	Totowa Republican Club	6/09	\$100
Lerch, Vinci & Higgins, LLP	Totowa Republican Club	10/09	\$1,000
Lerch, Vinci & Higgins, LLP	Wayne Regular Republican Organiz.	4/09	\$250
Lerch, Vinci & Higgins, LLP	Wayne Regular Republican Organiz.	8/09	\$250
Lerch, Vinci & Higgins, LLP	East Orange Team 2009	5/09	\$500
Lerch, Vinci & Higgins, LLP	GOP Strong	1/09	\$1,000
Lerch, Vinci & Higgins, LLP	GOP Strong	4/09	\$1,500
Lerch, Vinci & Higgins, LLP	GOP Strong	5/09	\$1,500
Lerch, Vinci & Higgins, LLP	Jerry Green for Assembly	1/09	\$200
Lerch, Vinci & Higgins, LLP	Jerry Green for Assembly	5/09	\$500
Lerch, Vinci & Higgins, LLP	Jerry Green for Assembly	9/09	\$500
Lerch, Vinci & Higgins, LLP	Rahway Democrats	6/09	\$1,000
Lerch, Vinci & Higgins, LLP	Bergen Cty Irish American Dems	10/09	\$5,000
Lerch, Vinci & Higgins, LLP	Bergen Cty African American Dems	10/09	\$5,000
Lerch, Vinci & Higgins, LLP	Latino American Dem Association	10/09	\$5,000
Lerch, Vinci & Higgins, LLP	West New York First – Lange	11/09	\$1,000
Lerch, Vinci & Higgins, LLP	West New York First – Vega	11/09	\$1,000

Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lerch, Vinci & Higgins, LLP

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.

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: Dieter Lerch	Name: Gary Vinci
Home Address: 210 Mockingbird Lane Franklin Lakes, NJ 07417	Home Address: 5 Ashley Place Towaco, NJ 07082
Name: Gary Higgins	Name:
Home Address: 462 Old Post Road Wyckoff, NJ 07481	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 20<sup>th</sup> day of January, 2010.

(Notary Public)

My Commission expires:

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

*Nancy French*  
\_\_\_\_\_  
(Affiant)

Nancy French  
\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

**CITY OF JERSEY CITY**

**PROJECT:** Financial Expert - Labor Negotiations

**RESPONDENT:** Dieter P. Lerch, CPA, Lerch, Vinci & Higgins, LLP

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	[Signature]	
B. Public Disclosure Statement	[Signature]	
C. Mandatory Affirmative Action Language	[Signature]	
D. Americans with Disabilities Act	[Signature]	
E. MWBE Questionnaire	[Signature]	
F. Affirmative Action Compliance Notice	[Signature]	
G. Employee Information Report	[Signature]	
H. Business Registration Certificate	[Signature]	
I. Original signature(s) on all required forms.	[Signature]	

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

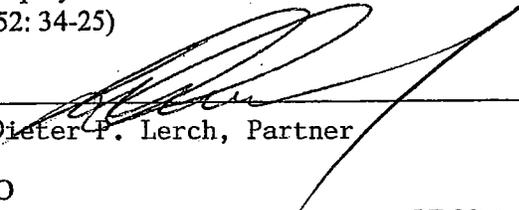
I certify that I am Partner

of the firm of Lerch, Vinci & Higgins, LLP

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)

  
Dieter P. Lerch, Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 20 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

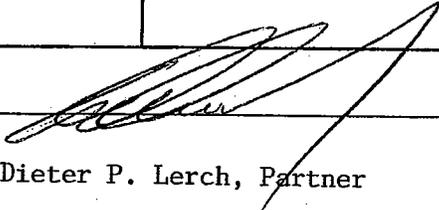
**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Dieter P. Lerch	210 Mockingbird Lane Franklin Lakes, NJ	40%
Gary J. Vinci	5 Ashley Place Towaco, NJ	34
Gary W. Higgins	462 Old Post Road Wyckoff, NJ	26

SIGNATURE : 

TITLE: Dieter P. Lerch, Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 20 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Chay French*

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

NANCY B. FRENCH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 6, 2010

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**CITY OF JERSEY CITY**

**LERCH, VINCI & HIGGINS, LLP**

**AFFIRMATIVE ACTION REQUIREMENTS**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**NJSA 10:5-31 et seq., NJAC 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

**APPENDIX A**

During the performance of the contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscriminational clause;

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitment under this act and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county or employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the Contractor or subcontractor agrees to review all procedures relating to the transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The Contract shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SIGNATURE: \_\_\_\_\_

NAME: Dieter P. Lerch

TITLE: Partner

BUSINESS NAME: Lerch, Vinci & Higgins, LLP

DATE: 1/20/10

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

The contractor and the **Bergen County Improvement Authority** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**(continued)**

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:**



**NAME:** Dieter P. Lerch **TITLE:** Partner

**BUSINESS NAME:** Lerch, Vinci & Higgins, LLP

**DATE:** 1/20/10

**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: Lerch, Vinci & Higgins, LLP

Address: 17-17 Route 208, Fair Lawn, NJ 07410

Telephone No.: (201) 791-7100

Contact Name: Dieter P. Lerch

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

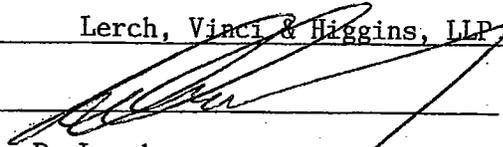
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Lerch, Vinci & Higgins, LLP

SIGNATURE:  DATE: 1/20/10

PRINT NAME: Dieter P. Lerch TITLE: Partner

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

**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-2006** to **15-MAR-2013**



**LERCH, VINCI & HIGGINS**  
**17-17 RT. 208**  
**FAIR LAWN**

**NJ 07410**



*Bradley Abela*

Acting State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 288  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

LERCH VINCI, & HIGGINS, LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-015-339/000

SEQUENCE NUMBER:

0558535

ADDRESS:

17-17 ROUTE 20  
FAIR LAWN NJ 07410

ISSUANCE DATE:

08/24/04

EFFECTIVE DATE:

01/01/90

Acting Director

FORM-BRC(D8-01)

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

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

City Clerk File No. Res. 10-059

Agenda No. 10.Q

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT TO PROVIDE JERSEY CITY POLICE DEPARTMENT SERVICES TO THE JERSEY CITY PUBLIC SCHOOLS PURSUANT TO THE UNIFORM SHARED SERVICES ACT

**COUNCIL  
THE FOLLOWING RESOLUTION**

**OFFERED AND MOVED ADOPTION OF**

**WHEREAS**, the Uniformed Shared Services Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services performed by a municipality; and

**WHEREAS**, the City of Jersey City (City) participates in a school Truancy Task Force Program, a school Gang Awareness Initiatives Program, a school G.R.E.A.T. Program, and provides full time security to public high schools; and

**WHEREAS**, these services and programs constitute material and substantive assistance to the Jersey City Public Schools ("School District") in delivering educational services to Jersey City children; and

**WHEREAS**, the City and the School District desire to memorialize this agreement to provide these services.

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

1. The Mayor or Business Administrator is hereby authorized to sign a Uniform Shared Services Agreement with the Jersey City Public Schools relating to the provision of services by the City to participate in a school truancy program, the Gang Initiative Program, and to provide full time security to the City's public high schools subject to the following minimum terms and conditions:

- A. The term of the Agreement shall be ten (10) months effective as of September 1, 2009 and ending on June 30, 2010.
- B. The School District agrees to pay the City an annual fee of \$1,986,849.99 for these services.

2. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems necessary or appropriate.

RR  
1-20-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

2010004

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/27/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Peter M. Brennan, President of Council

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



**THE JERSEY CITY PUBLIC SCHOOLS**  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
(201) 915-6274  
(201) 938-1142 FAX



**MELISSA SIMMONS**  
Business Administrator/Board Secretary

EMAIL: [msimmons@jcboe.org](mailto:msimmons@jcboe.org)

December 29, 2009

Brian O'Reilly, Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Dear Mr. O'Reilly:

At the August 2009 meeting of the Board of Education a resolution was passed approving the district entering into an agreement with the City of Jersey City for assignment of police officers to district schools and programs. Attached please find a certified copy of that resolution.

Enclosed you will find two copies of an inter-local agreement formalizing that action. It is similar to prior inter local agreements with the addition of a statement concerning mutual responsibility.

Please take those steps necessary to have the agreements signed and passed by the city administration. Once signed please return to this office for processing. An original will be returned to you once all signatures are affixed.

If there are any questions or concerns, please contact John T.M. Chester of my staff at 201-915-6279.

As always, thank you for your assistance to the Jersey City Public Schools.

Sincerely,

*Melissa Simmons (TMC)*

Melissa Simmons  
Business Administrator/Board Secretary

MS/ml

C: Dr. Epps  
Ms. Hak  
Mr. Chester

c:/interlocal city ba

## INTER-LOCAL AGREEMENT FOR SCHOOL YEAR 2009-2010

2010  
This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_  
2007 between the **CITY OF JERSEY CITY** ("Jersey City" or "the City"), a  
Municipal Corporation of the State of New Jersey, with offices at City Hall, 280  
Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY PUBLIC  
SCHOOLS** ("School District"), a public corporation of the State of New Jersey,  
with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305.

### Recitals

Whereas, the City, through its various departments provides programs and services to the School District; and

Whereas, the School District agrees to compensate the City in exchange for providing these programs and services to the School District;

Whereas, the Jersey City Board of Education adopted resolution 10.34 at its August 27, 2009 meeting, approving entry into the within Inter-local Agreement with the City for the assignment of police officers to designated schools and programs in an amount not to exceed one million nine hundred eighty-six thousand eight hundred forty-nine dollars and ninety-nine cents (\$1,986,849.99);

Whereas, a copy of board resolution 10.34, with attachment (collectively "the Resolution"), is annexed hereto and made a part of this agreement as if same were set forth in this agreement;

Now, therefore, in consideration of the promises and the mutual covenants, agreements, terms and conditions set forth in this agreement and in the Resolution, as well as the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

### Article 1

#### Purpose of Agreement

The purpose of this Agreement is for the City, through its various departments, to provide the programs and services set forth in the Resolution to the School District.

## **Article 2**

### **Scope of Services**

1. The City shall provide thirteen (13) full-time police officers at the high schools of the School District designated in the Resolution, to provide security services during regular school days from 7:45 A.M. to 3:15 P.M.
2. The City, in the event that any police officer is absent, shall provide a substitute for that officer no later than 8:15 A.M. of the day of absence.
3. The City shall provide five (5) police officers trained in Gang Resistance Education and Training, who shall work under the supervision of the School District. None of the five "gang officers" shall be assigned by the City for other police duties. Each officer shall complete a schedule one week in advance listing their daily activities and describing their intervention. The schedules of the officers shall be flexible in order to allow them to attend evening meetings to address parents. Each officer shall maintain a binder of activities for presentation to their Precinct Captain as well as to representatives of the School District. Their attendance and activities shall be verified each day by the Principal of the school to which each officer is assigned.
4. The City shall provide two (2) police officers for the Truancy Task Force of the School District. The officers shall travel throughout the city in vans supplied by the School District, accompanied by a security guard and attendance counselor of the district during school hours. Students apprehended by the Truancy Task Force shall be returned to their home school.
5. The City shall provide four (4) police officers for the Gang Initiative Program of the School District. The officers shall perform duties as set forth by the School District relating to such program.

## **Article 3**

### **Term of Agreement**

The term of this Agreement shall be for ten (10) months, commencing on September 1, 2009, and ending on June 30, 2010.

#### **Article 4**

#### **Compensation and Payment**

Reimbursement shall be made to the City in the not to exceed amount of one million nine hundred eighty-six thousand eight hundred forty-nine dollars and ninety-nine cents (\$1,986,849.99).

#### **Article 5**

#### **Contractual Relationship**

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the School District. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

#### **Article 6**

#### **Assignment**

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the services under this Agreement without the written consent of the other party.

#### **Article 7**

#### **Modification**

The parties hereto reserve the right, subject to mutual assent, to modify the terms and conditions contained herein, as necessary and as evidenced by a written formally executed Addendum to this Agreement.

## **Article 8**

### **Entire Agreement**

This Agreement constitutes the entire Agreement between the City and the School District. It supersedes all prior or contemporaneous communications or representations, whether oral or written, with respect to the subject matter hereof, and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding upon either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

## **Article 9**

### **Counter-Parts**

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

## **Article 10**

### **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 11**

### **Severability**

If any provision of this Agreement should be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

## **Article 12**

### **Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

**Article 13**

**Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex, age or national origin, and affirmative action will be taken to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. This requirement shall apply, but not be limited to employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, religion, sex, age or national origin shall be excluded from participation in, be denied the benefits or, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

**Article 14**

**Notice**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
Business Administrator  
City Hall  
Jersey City, NJ 07302

Jersey City Public Schools  
Melissa Simmons, Business Administrator  
346 Claremont Avenue  
Jersey City, NJ 07305

**Article 15**

**Mutual Responsibilities Clause**

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the City shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Agreement. The City hereby releases the School District from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the City's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

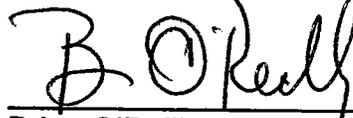
The School District shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Agreement. The School District hereby releases the City from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the School District's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

**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 O'Reilly  
Business Administrator

**ATTEST:**

\_\_\_\_\_

**JERSEY CITY PUBLIC SCHOOLS**

\_\_\_\_\_  
Dr. Charles T. Epps, Jr.  
Superintendent

Approved as to legal form

\_\_\_\_\_  
(J.C.P.S.) Counsel

**Resolution 10.34**

WHEREAS, the Jersey City Public School District has need to continue the security efforts in our schools with such initiatives as the Truancy Task Force, Gang Awareness Initiatives and the G.R.E.A.T. Program and selected assignment of dedicated officers in various schools; and

WHEREAS, the District recognizes their financial responsibilities for the assignment of police officers to these initiatives; now therefore

BE IT RESOLVED, that the Jersey City Board of Education, upon the recommendation of the Superintendent of Schools and Business Administrator/Board Secretary, approves entering into an Inter-Local Agreement for the assignment of police officers in an amount not to exceed \$1,986,849.99.

**THIS IS TO CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED  
AT A MEETING OF THE JERSEY CITY BOARD OF EDUCATION HELD ON  
AUGUST 27, 2009.**

A handwritten signature in black ink, appearing to read "Melissa A. Simmons", written over a horizontal line.

**Melissa Simmons  
Business Administrator/Board Secretary**

**JERSEY CITY POLICE DEPARTMENT  
FY2010 EXPENSES FOR JERSEY CITY BOARD OF EDUCATION**

**SUMMARY**

	ANNUAL	SCHOOL YEAR
Truancy Program	\$250,733.38	\$188,050.02
School Officers	\$1,635,194.00	\$1,226,395.50
Gang Initiative	\$493,909.84	\$370,432.38
G.R.E.A.T Program	\$538,592.24	\$201,972.09
<b>TOTAL</b>	<b>\$2,918,429.46</b>	<b>\$1,986,849.99</b>

Notes: Cost split with JCPD

**THE "TRUANCY" PROGRAM**

NAME	ASSIGNMENT	SALARY	UNIFORM ALLOWANCE	CITY'S PENSION CONTRIBUTION	HEALTH BENEFITS COST	TOTAL COST ANNUALLY	SCHOOL YEAR 9 MONTHS
GARCIA, KEVIN	NORTH	\$90,551	\$1,212.00	\$21,732.24	\$13,527.96	\$127,023.20	\$95,267.40
HOWLETT, CHRISTIAN	WEST	\$86,905	\$1,212.00	\$21,337.20	\$12,255.96	\$123,710.16	\$92,782.62
		\$179,456	\$2,424.00	\$43,069.44	\$25,783.92	\$250,733.36	\$188,050.02

**OFFICERS ASSIGNED TO PUBLIC SCHOOLS**

NAME	ASSIGNMENT	SALARY	UNIFORM ALLOWANCE	CITY'S PENSION CONTRIBUTION	HEALTH BENEFITS COST	TOTAL COST ANNUALLY	SCHOOL YEAR 9 MONTHS
BUSKA, GEORGE	DICKINSON	\$90,551	\$1,212.00	\$21,732.24	\$8,353.40	\$121,658.64	\$91,393.98
CHIDICHIMO, PHILIP	DICKINSON	\$90,551	\$1,212.00	\$21,732.24	\$19,458.56	\$132,951.80	\$99,713.85
KEATING, CRAIG	FERRIS	\$87,258	\$1,212.00	\$20,941.82	\$19,498.68	\$128,910.80	\$96,682.95
FAYTON, KELVIN	FERRIS	\$98,905	\$1,212.00	\$21,337.20	\$5,183.92	\$117,648.12	\$88,236.09
JOHNSON, DOBIS	LINCOLN	\$87,258	\$1,212.00	\$20,941.82	\$9,405.52	\$117,817.44	\$88,363.08
FRAZIER, ALEX	LINCOLN	\$90,551	\$1,212.00	\$21,732.24	\$13,570.08	\$127,065.32	\$95,298.90
LEVINE, CHARLES	LINCOLN	\$88,905	\$1,212.00	\$21,337.20	\$19,498.68	\$130,962.08	\$98,214.66
ALLEN, JOHN	LINCOLN	\$95,490	\$1,212.00	\$22,917.60	\$8,650.36	\$128,188.96	\$95,127.47
WALLACE, ANTHONY	SNYDER	\$90,551	\$1,212.00	\$21,732.24	\$11,823.12	\$125,318.36	\$93,996.77
MENDOZA, MOISES	EAST	\$87,258	\$1,212.00	\$20,941.82	\$12,255.96	\$121,667.88	\$91,250.91
FRANCIS, MICHAEL	WEST	\$88,905	\$1,212.00	\$21,337.20	\$8,592.48	\$120,046.88	\$90,035.01
ROSKOWSKI, MARTIN	NORTH	\$93,844	\$1,212.00	\$22,622.66	\$19,498.68	\$137,077.24	\$102,807.93
WHYATT, JAMES	SOUTH	\$90,551	\$1,212.00	\$21,732.24	\$12,213.84	\$126,709.08	\$94,281.81
		\$1,170,576	\$16,768.00	\$260,998.72	\$167,921.28	\$1,635,194.00	\$1,226,395.50

**GANG INITIATIVE OFFICERS**

NAME	ASSIGNMENT	SALARY	UNIFORM ALLOWANCE	CITY'S PENSION CONTRIBUTION	HEALTH BENEFITS COST	TOTAL COST ANNUALLY	SCHOOL YEAR 9 MONTHS
BALJKO, MARISSA	NORTH	\$74,872	\$1,212.00	\$17,869.28	\$3,692.48	\$102,645.76	\$76,984.32
CANZANO, FREDERIC	SOUTH	\$80,551	\$1,212.00	\$21,732.24	\$19,498.68	\$132,993.92	\$98,745.44
LOUGHLIN, WILLIAM	EAST	\$83,844	\$1,212.00	\$22,862.66	\$19,498.68	\$137,077.24	\$102,807.93
MCGHEE, JACQUELINE	WEST	\$87,258	\$1,212.00	\$20,941.82	\$17,781.00	\$121,192.92	\$90,594.69
		\$346,525	\$4,848.00	\$83,466.00	\$59,370.84	\$493,909.84	\$370,432.38

**G.R.E.A.T. PROGRAM OFFICERS**

NAME	RANK	SALARY	UNIFORM ALLOWANCE	CITY'S PENSION CONTRIBUTION	HEALTH BENEFITS COST	TOTAL COST ANNUALLY	SCHOOL YEAR 9 MONTHS
WILLIAMS, FRANCISCO	SERGEANT	\$104,144	\$1,212.00	\$24,984.66	\$5,720.16	\$136,070.72	\$102,053.04
LEWIS, ANTHONY	POLICE OFFICER	\$83,965	\$1,212.00	\$20,151.60	\$6,151.80	\$111,480.40	\$83,610.30
LOPEZ, JORGE	POLICE OFFICER	\$67,083	\$1,212.00	\$16,639.92	\$5,151.80	\$90,045.72	\$67,910.04
MARTO, FRANK	POLICE OFFICER	\$74,872	\$1,212.00	\$17,869.28	\$5,183.92	\$100,247.20	\$75,185.40
ONA, MELISSA	POLICE OFFICER	\$74,872	\$1,212.00	\$17,869.28	\$5,183.92	\$100,247.20	\$75,185.40
		\$404,936	\$6,060.00	\$97,164.64	\$30,411.60	\$538,592.24	\$403,944.18

JCHOE COST

\$201,972.09

NOTE: EMPLOYER PENSION RATE IS ESTIMATED AT 24% FOR FY2010 (FY2009 WAS 23.59% ACCORDING TO - NJ DIVISION PENSIONS & BENEFITS - PFRS RATES)

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

City Clerk File No. Res. 10-060

Agenda No. 10.R

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING AN EXTENSION OF THE LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR THE ESTABLISHMENT AND IMPROVEMENT OF THE BERRY LANE PARK PROJECT

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

**WHEREAS**, the City of Jersey City (City) is the owner of certain property known as Block 2040, Lot 16; Block 1948, Lots 25.B, 26.99, 28, 29.99, 31, 32; Block 2057, Lot 16 consisting of approximately 5.59 acres, all of which is located within the Morris Canal Redevelopment Plan Area [Berry Lane Park]; and

**WHEREAS**, it is necessary and in the best interests of the City to establish and improve Berry Lane Park; and

**WHEREAS**, pursuant to Ordinance 06-106, the Municipal Council authorized the use of bond proceeds for the reconstruction, renovation, rehabilitation and improvement of public parks and fields for use as places of public resort and recreation, including the construction of the Berry Lane Park Project; and

**WHEREAS**, the Jersey City Redevelopment Agency (JCRA) agreed to perform certain services towards the establishment and improvement of Berry Lane Park as part of its mandate to implement the Morris Canal Redevelopment Plan; and

**WHEREAS**, in order to provide these services, it was necessary for the City and the JCRA to enter into a cooperation agreement, which included a license to enter upon the City owned property at Berry Lane Park; and

**WHEREAS**, pursuant to Resolution 07-136 adopted on February 28, 2007, the City and the JCRA entered into a License Agreement dated March 22, 2007; and

**WHEREAS**, the License Agreement will expire in March 2010, and it is now necessary to extend the term of the License Agreement for an additional three years; and

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a municipality and its redevelopment agency.

Agenda No. Res. 10-060

Approved 10.R JAN 27 2010

TITLE: **RESOLUTION AUTHORIZING AN EXTENSION OF THE LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR THE ESTABLISHMENT AND IMPROVEMENT OF THE BERRY LANE PARK PROJECT**

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

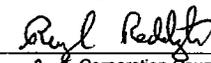
- a) Subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute an Amended License Agreement, in substantially in the form attached, with the Jersey City Redevelopment Agency extending the term of the original agreement to enter upon Berry Lane Park; and
- b) The term of the Amended License Agreement shall be for three years commencing on March 22, 2010.

RR  
12-22-09

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

  
Asst Corporation Counsel

9 1 4 8

Certification Required

Not Required

**APPROVED 8-0**

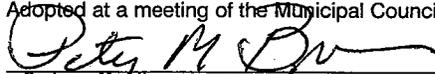
**1/27/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
<b>DONNELLY</b>	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA.			<b>ABSENT</b>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**AMENDED LICENSE AGREEMENT**

This **AMENDED AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 30 Montgomery Street, Jersey City, NJ [Licensee.]

**WITNESSETH** that:

1. The City is the owner of certain property located within Block 2040, Lot 16; Block 1948, Lots 25.B, 26.99, 28, 29.99, 31, 32; Block 2057, Lot 16, more commonly known by the street address of Berry Lane Park [Property], more particularly described by the metes and bounds and depicted on the map, both of which is attached hereto as Exhibit A.

2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: appraisal, environmental testing, remediation design and construction work for Berry Lane Park.

3. This License shall commence on March 22, 2010 and shall expire no later than three (3) years thereafter. In order to obtain access to the Property, Licensee must first notify the City's Division of Real Estate.

4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.

5. No permanent improvements or equipment shall be used or permitted to be placed on the property, without the prior written approval of the City's Engineer.

6. Licensee shall pay the City a user fee equal to the sum of \$1.00 payable on \_\_\_\_\_, 20\_\_ for this License commencing on the date this agreement is executed. This is a user fee only and does not constitute rent or fair market value.

7. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the

above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

8. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

9. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

10. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost to the City of Jersey City.

11. The Licensee acknowledges and agrees that it shall be permitted to place only that machinery and materials as is permitted with the prior written approval of the City Engineer.

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

13. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

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

City: City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

with a copy to the City Engineer

Licensee: Jersey City Redevelopment Agency  
30 Montgomery Street  
Jersey City, N.J. 0702

15. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer.

17. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

18. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the date  
above written.

**ATTEST:**

**CITY OF JERSEY CITY**

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Robert Byrne  
City Clerk

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Brian O'Reilly,  
Business Administrator

**WITNESS:**

**JERSEY CITY REDEVELOPMENT  
AGENCY**

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

City Clerk File No. Res. 10-061

Agenda No. 10.5

Approved: JAN 27 2010

TITLE:

**RESOLUTION AUTHORIZING THE ACCEPTANCE  
OF THE RECREATIONAL OPPORTUNITIES FOR  
INDIVIDUALS WITH DISABILITIES GRANT  
FROM THE NEW JERSEY DEPARTMENT OF  
COMMUNITY AFFAIRS**



**COUNCIL  
of the following resolution:**

**offered and moved adoption**

**WHEREAS**, the City of Jersey City has been awarded a grant from the New Jersey Department of Community Affairs, Division of Community Resources for funding in the amount of \$20,000; and

**WHEREAS**, the City would like to accept these funds from the New Jersey Department of Community Affairs to assist in providing recreational opportunities to all residents; and

**WHEREAS**, the grant will be utilized to continue to provide recreational opportunities for the Summer Fun Project G.L.A.D. Special Needs Program; and

**WHEREAS**, the Recreational Opportunities for Individuals with Disabilities Grant will provide services for approximately 120 Special Need Children throughout the City of Jersey City; and

**WHEREAS**, the City of Jersey City will be required to provide and document matching fund expenditures equal to the 20% local match; and

**WHEREAS**, the grant will provide opportunities for Special Need Children for the summer months commencing on July 2010 and ending August 2010.

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

1. Jerramiah T. Healy, Mayor and/or Brian O'Reilly, Business Administrator, are hereby authorized to execute a contract and/or grant agreement with the New Jersey Department of Community Affairs; and

2. The Office of Management and Budget is authorized to establish an account in the amount of \$20,000 for the Recreational Opportunities for Individuals with Disabilities Grant.

City Clerk File No. Res. 10-061

Agenda No. 10.5

TITLE: JAN 27 2010

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

APPROVED: *[Signature]* APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Business Administrator *[Signature]* Ass't Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
 Peter M. Brennan, President of Council

*[Signature]*  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-062  
 Agenda No. 10.T  
 Approved: JAN 27 2010  
 TITLE:



## RESOLUTION TO GRANT 2009 VETERAN DEDUCTION ON VARIOUS PROPERTIES

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

**WHEREAS**, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

**WHEREAS**, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2009, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2009 Veteran Deductions be granted.

Total - \$ 4,000.00

See Attached List

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corp. Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

VETERANS DEDUCTION 2009 # 2

14

OWNER	BLOCK	LOT	QL	ACCT#	V1
Bailey ,William	714	46	C001B	630250	V1
Beirne , Thomas	1264.B	141.5		432286	V1
Berrios , Jose	734	61		85662	V1
Carlson , Vernon V.	1288.A	19.20F2		494948	V1
Dawson , Willie	1319	163.C		201384	V1
Harmon , Willie B.	2002	44.A		362657	V1
Hopper , Beatrice	1309	22		197376	W1
Lugo , Raul	795	25		105288	V1
Ray , Carrie	1840	62.B		307983	W1
Roesch , Edward E.	1284.4	1		511816	V1
Rosario , Iris	208	54		391342	W1
Rubin , Beatrice	593.A	PLC.6C		418855	W1
Rubino , Martha J.	1284.4	1		511816	W1
Satiro , Frank	1284.4	1		511816	V1
Tesauro , Rose A.	1284.4	1		511816	W1
Turner , Charles J.	877	329.A		130724	V1

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

City Clerk File No. Res. 10-063

Agenda No. 10.U

Approved: JAN 27 2010

TITLE:



## RESOLUTION TO GRANT 2009 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

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

**WHEREAS**, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

**WHEREAS**, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2009 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2009 Senior Citizen deductions are granted.

TOTAL \$ 7,000.00

SEE ATTACHED LIST

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

Senior Citizen Deduction 2009 # 2

22

OWNER	BLOCK	LOT	QL	ACCT #	S1
Bailey , Scotland	1304	23		195099	S1
Bailey , William	714	46	C001B	630250	S1
Bellamy , Mildred	1960	51		345660	S1
Bilyk , William	916	W.27		141770	S1
Bland , Pearl R.	1348	24		210997	S1
Cardenas , Lucila	1801	59.DUP		291658	S1
Cerminara , Salvatore	412	C		48611	S1
Chelak , Dorothy	1662.5	26.A		261958	S1
Curtis , Josephine	830	F		116350	S1
Dawson , Willie	1319	163.C		201384	S1
DeLuca , Phillip	1284.D	F.17		189761	S1
Dellamanna , Rose	1255.5	30		160549	S1
Evans , Bettye	1339	31		206789	S1
Foster , Corine	1784	4.B		283705	S1
Henchenski , Catherine	510	17		52688	S1
Hutchinson , Tada	1413	28		229286	S1
Mantilla , Pascual	1892	33		323063	S1
Orencia , Elisa	1889	G.11		393124	S1
Quintana , Santos	314	G		30288	S1
Rana , Muhammad	1844	8		309815	S1
Rubin , Beatrice	593.A	PLC.6C		418855	S1
Slocum , Earl	553	F		59683	S1

6  
DISABLED DEDUCTION 2009 # 2

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
Berrios , Jose	734	61		85662	D1	\$250.00
Dennis , Tammy	593.A	PLC.8K		419267	D1	\$250.00
Kearns , Elizabeth R.	1765	45.A		276345	D1	\$250.00
Persaud , Ruckum	1300.A	106.A		193201	D1	\$250.00
Stitt , Romenia	1907.5	79		327247	D1	\$250.00
Vo , Jacques	1807	E1.3C		477398	D1	\$250.00

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

City Clerk File No. Res. 10-064

Agenda No. 10.V

Approved: **WITHDRAWN**

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

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

**WHEREAS**, the City of Jersey City requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

**WHEREAS**, Midtown Occupational Medicine, LLC, 550 Newark Ave, Jersey City, New Jersey, has licensed physicians capable of providing such services and submitted a proposal in response to the City's Request for Proposals dated 12/18/09 indicating that it will provide the services for the sum of \$160,000.00; 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**, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Midtown Occupational Medicine, 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**, the maximum amount of the contract in question is \$160,000.00, of which \$50,000.00 will be available in Temporary Budget Account No. 10-01-201-20-105-312; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection;

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Midtown Occupational Medicine to conduct medical examinations of employees and of applicants for employment;

2. The maximum contract amount shall not exceed \$160,000.00. The term of the contract shall be for one year effective as of January 1, 2010 at 12:01 a.m.;

**TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT**

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I);

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. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget;

6. The award of this contract shall be subject to the condition that Midtown Occupational Medicine 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

7. The Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, hereby certify that funds in the amount of \$50,000.00 are available in Account No. 10-01-201-20-105-312. P.O. No. \_\_\_\_\_ Temporary Encumbrancy.

\_\_\_\_\_  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

**1/27/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of \_\_\_\_\_

**WITHDRAWN**

\_\_\_\_\_  
Peter M. Brennan, President of Council

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

# CITY OF JERSEY CITY

Requisition #

0149036

Assigned PO #

## Requisition

**Vendor**  
MIDTOWN OCCUPATIONAL MEDICINE  
P.O. BOX 8358  
JERSEY CITY NJ 07308

**Dept. Bill To**  
PERSONNEL DIVISION  
280 GROVE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
280 GROVE STREET  
JERSEY CITY NJ 07302

MI366622

**Contact Info**  
LELAYNA HERNANDEZ  
2015475226

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	01-201-20-105-312	.00	.00

MIDTOWN OCCUPATIONAL MEDICINE, LLC  
TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND  
UNIFORMED EMPLOYEES AND OF APPLICANTS FOR

TOTAL AMOUNT OF CONTRACT \$160,000.00  
TEMPORARY ENCUMBRANCY \$50,00.00  
FOR ONE YEAR COMMENCING 1/1/2010  
PAYMENTS TO BE MADE BY PARTIAL PAYMENT VOUCHER

Requisition Total .00

Req. Date: 01/11/2010

Requested By: LHERNANDEZ

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Midtown Occupational Medicine (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding Jan 13, 2010 (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 Midtown Occupational Medicine (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: Midtown Occupational Medicine  
Signed: [Signature] Title: MD, CEO  
Print Name: Edward F. Boylan MD Date: 1/13/10

Subscribed and sworn before me  
this 13 day of JAN, 2010. \_\_\_\_\_ (Affiant)  
My Commission expires: \_\_\_\_\_

(Print name & title of affiant) \_\_\_\_\_ (Corporate Seal)  
[Signature]  
**ATUL SHAH**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID# 2174282**  
**My Commission Expires: Jul. 14, 2010**

\*\*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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Mary Spinello for Council	Healy for Mayor 2009
Friends of Steve Lipski	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
EDWARD F. BOYLAN	17 Ned Road, Wayne, NJ

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Midway Occupational Medicine  
 Signed: [Signature] Title: Owner CEO  
 Print Name: Edward F. Boylan, MD Date: 1/13/10

Subscribed and sworn before me this <u>13<sup>th</sup></u> day of <u>JANUARY</u> , 20 <u>10</u> .  My Commission expires: <b>SACHIN V. SHAH</b> <b>NOTARY PUBLIC OF NEW JERSEY</b> <b>Commission Expires 10/18/2011</b>	<u>[Signature]</u> (Affiant) <b>SACHIN SHAH</b> (Print name & title of affiant) (Corporate Seal)
---	---

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.

OR

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

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: EDWARD F. BOYLAN	Name:
Home Address: 17 Ned Road Waynes NJ	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 18<sup>th</sup> day of JANUARY, 2010

(Notary Public) **SACHIN V. SHAH**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 10/18/2011

*Sachin V. Shah*  
(Affiant)  
**SACHIN SHAH**  
(Print name & title of affiant)  
(Corporate Seal)



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**EMPLOYEE MEDICAL SERVICES:  
TO CONDUCT MEDICAL EXAMINATIONS  
OF CIVILIAN AND UNIFORMED EMPLOYEES  
AND APPLICANTS FOR EMPLOYMENT**

**SUBMISSION DEADLINE:  
11:00 A.M.  
December 18, 2009**

**ADDRESS ALL PROPOSALS TO:  
Larry Ross  
Personnel Director  
280 Grove Street  
Room 103  
Jersey City, NJ 07302**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Proposal**

City of Jersey City - Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302

### **1.2 Contact Person**

Larry Ross  
Personnel Director  
Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302  
(201) 547-5700  
[LarryR@jcnj.org](mailto:LarryR@jcnj.org)

### **1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Note that the successful vendor is required to complete a Political Contribution Disclosure Form pursuant to City Ordinance 08-128 certifying that vendor will make no reportable contributions during the term of the contract.

The City Council will vote to approve a resolution awarding a contract to the contractor for a sum not to exceed a specified amount.

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

### **1.5 Informational meeting**

There will not be an informational meeting for this RFP process.

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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**1.6 Submission deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Personnel, via mail or hand delivery, by 11:00 a.m. prevailing time on December 18, 2009 . Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 Opening of proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on December 18, 2009 in the Division of Personnel Conference Room, located at 280 Grove Street, Room 103, Jersey City, NJ.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.9 Submission address**

All proposals should be sent to:

**Larry Ross**  
**Personnel Director**  
**280 Grove Street**  
**Room 103**  
**Jersey City, NJ 07302**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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## **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction and Purpose**

The City of Jersey City is seeking proposals from a qualified doctor or medical staff of doctors for services as described herein.

### **2.2 Fair and Open Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

### **2.3 Evaluation Committee**

Proposals will be reviewed and evaluated by the City's Business Administrator and Assistant Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

### **2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<b>Activity</b>	<b>Date</b>
1. Issuance of Request for Proposals	Dec 08, 2009
2. Receipt of Proposals	Dec 18, 2009
3. Completion of evaluation of Proposals	Dec 31, 2009
4. Award of contract	Jan 13, 2010

### **2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided contact information. It is the prospective vendor's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

## **2.6 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal evaluation**

Proposals will be evaluated by the City's Business Administrator and Personnel Director, based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral presentation**

There will be no oral presentation for this project.

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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### **2.11 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization , it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### **2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

### **2.13 City of Jersey City "Pay to Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than does the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds during the life of a contract awarded pursuant to a "fair and open" process and requires vendors to complete a certification of compliance. A copy of the ordinance and the certification are included in this document.

**SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. The Respondent shall, as part of its Proposal, provide the following information:

**3.1 Qualifications**

- a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
- b. An executed Letter of Qualification. (Sample letter in Section 8)
- c. Name, address and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.
- d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.

- (1) Provide the names and business addresses of all Principals of the Respondent submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 8)
- (2) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Proposal. Describe the approval process.
- (3) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (2) above for each member of the partnership, joint venture or similar organization.
- (4) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 8)

- e. The number of years Respondent has been in practice under the present name.
- f. The number of years Respondent has been under the current management.
- g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
- h. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- i. Confirm appropriate federal and state licenses to perform activities.
- j. An executed letter of intent. (Sample letter in Section 8)

**3.2 Professional Information**

- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
  - 1. Description and scope of work by Respondent.
  - 2. Name, address and contact information of references.
  - 3. Explanation of perceived relevance of the experience to the RFP.
- b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- c. Resumes of key employees.
- d. Names and resumes of physicians who will be assigned to provide services to the City if the City awards a contract to Respondent.
- e. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

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- f. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

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#### **SECTION 4: SCOPE OF SERVICES**

The Department of Administration/Personnel Division of the City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform medical services outlined in the attachment.

##### **4.1 General**

The City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform the following:

- Pre-employment Physicals- civilians and members of uniformed services
- Annual Physicals- members of uniformed services
- Hazardous Waste Material (Haz-Mat) Physicals-members of uniformed services
- OSHA Respirator Medical Evaluations- members of uniformed fire services
- Bicycle Physical- members of uniformed police services
- Return to Work after Sickness Physicals- civilian and members uniformed services
- Test Relative to Disability Pension Applications-civilian and members uniformed services
- Certification of Illness in cases of illness in suspected abuse of sick/injury leave cases

A brief description of the scope of services to be performed in the aforementioned categories follows.

##### **4.2 Pre-employment Physicals**

###### **A. Pre-employment Civilian Employees (30 - 60 per year):**

1. Review of medical history
2. Clinical examination
3. Blood Count
4. Routine urinalysis for sugar & kidney function
5. E.K.G. (Only for applicants over 45yrs. of age)
6. Chest X-Ray- only if warranted by physician and approved by Personnel Division
7. Rubella-only for Public Health Nurse Applicants
8. Mantoux-PPD only for Public Health Nurse applicants
9. Drug Screening

**B. Pre-employment Uniformed Employees- Police & Fire (30 - 70 per year):**

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Blood Serum Triglycerides
9. Cardiac Stress Test
10. Test for Venereal Disease
11. Two step PPD (Tuberculin Test)
12. Pulmonary Function Test
13. Drug Screening Test- (Alcohol & Substance Abuse)

**4.3 Annual Physical-Uniformed Police & Fire**

Anticipate between 5-10 per year:

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Test for Venereal Disease
9. Two step PPD (Tuberculin Test)
10. Pulmonary Function Test

**4.4 Hazardous Waste Material (Haz-Mat) Baseline Physical - Uniformed Police & Fire**

Anticipate between 160-170 per year:

1. Physical Examination including history
2. Laboratory Studies (CBC & urinalysis)
3. Electrocardiogram
4. Pulmonary Function Test (with Pulmonologist interpretation)
5. Audiometric Test (Industrial hearing test)
6. Chest X-Ray (written interpretation)

**4.5 OSHA Respirator Medical Evaluation-Uniformed Fire**

Anticipate between 30-40 per year:

1. Employee reading and interpretation of the Respirator Medical Evaluation Questionnaire
2. Employee physical examination
3. Employee pulmonary function test \*
4. Employee X-Ray \*
5. Employee E.K.G \*

\* Shall denote that such test will be provided if necessary and authorized by the Personnel Director

**4.6 Bicycle Physical for Uniformed Police Officers**

Anticipate between 10-15 per year:

1. Employee basic physical examination
2. Pulmonary function test

**4.7 Return to Work After Sickness Physical -Civilian & Uniform**

Anticipate between 700-800 per year (mostly uniformed Police & Fire). Examine employee with respect to illness to ascertain employee's fitness to return to work

**4.8 Tests- Disability Pension Applications**

Anticipate between 1-10 per year. Perform test designated by the Division of Personnel and evaluate results of tests.

**4.9 Certification of Illness (abuse sick/injury leave)**

Anticipate between 100-150 per year. Examine employee and render an objective opinion in writing to the Personnel Division as to legitimacy of an employee's illness.

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**4.10 Other Requirements**

- A.** Availability for the assigned work are required as follows:
1. Pre-employment Physicals/Annual Physicals Civilian & Uniformed (Monday-Friday)- 8:30 AM -5:00PM and on Saturday from 8:30-12:00PM).  
If Saturday examinations are required, the City will notify the vendor at least one week in advance.
  2. Tests for Disability Pension Applications-(Monday-Friday) 8:30AM-5:00PM).
  3. Return to Work after Sickness Physical- **Monday-Sunday (24 hrs).**
  4. Certification of Illness- **(Monday-Sunday) - (24hrs).**
- B.** Assigned work to be performed within the following time frame:
1. Pre-employment Physical/Annual Physical-within two (2) working days of notice by phone or facsimile. In instances where the City seeks to schedule more than forty (40) physicals a week, five (5) working day's notice will be given.
  2. Return to Work-on date of notice by phone or facsimile with a maximum of two (2) hour lead time given by the Division of Personnel.
  3. Tests for Disability Pension Applications- within five (5) working days of call.
  4. Certification of Illness- on date of notice by phone with a maximum of two (2) hour lead time given by the Personnel Division.
- C.** Results of all assigned work will be given to the Division of Personnel and/or person designated by the Director of Personnel via phone or facsimile on the following work day and in writing (copy of physicals, opinion, etc.) within four (4) working days.
- D.** Vendor agrees that examining physicians shall, if requested, make themselves available and shall testify in legal proceedings as to results of their examinations. The City shall pay the vendor a fee to be negotiated with vendor for this service.

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- E.** Billing will be done on a monthly basis itemized (pre-employment, return to work, annual etc.) and properly substantiated. Billing will be addressed to the City of Jersey City, Division of Personnel, 280 Grove Street, Jersey City, N.J. 07302.
- F.** Vendor will provide the City with the names and resumes of any physician who will be examining employees under this contract. The Division of Personnel may request that a physician no longer be assigned to examinations.
- G.** Free parking will be provided to City employees to be utilized while being examined, either in a facility owed by the vendor or via a reimbursement/validation process. The parking lot will be in close proximity to the medical facility.
- H.** Vendor will maintain offices in Jersey City.

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**SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

**5.1 Number of copies**

One original copy with authorized signatures.

**5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted.

**5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The City of Jersey City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

**5.4 Proposal length**

The exact presentation and layout format of proposals is up to the discretion of the Vendor.

**5.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on December 18, 2009, and must be mailed or hand-delivered.

**SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

**6.1 Evaluation methodology**

Proposals will be evaluated by the Business Administrator and Personnel Director to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation in the field; and
- b. Price proposal; and
- c. Availability to accommodate the required scheduling of the City; and
- d. Other factors demonstrated to be in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP.

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the Proposal submitted. The City reserves the right to:

- a. Not select any of the Proposals;
- b. Award a contract for the requested services at any time within the qualification period.

Every Proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

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**6.2 Contract award**

A contract will be awarded as a professional services agreement, as defined by the Local Public Contracts Law, N.J.S.A 40A:11-5 (1) (a) (ii), pursuant to 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.*

The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

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## **SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

### **7.1 City's right to reject**

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

### **7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

### **7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

### **7.4 Affirmative Action requirements**

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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 photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C 17:27-4.

The consultant's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

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Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration, Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City NJ 07302

Tel. #201-547-4533

Fax# 201-547-5088

E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

### **7.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 8.

### **7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

### **7.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

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**7.8 Insurance requirements**

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

**7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party, Regardless, the City reserves the right to cancel the contract by providing 30 days written notice to the consultant.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

**CITY OF JERSEY CITY**

**PROJECT:** Medical Services for Municipal Employees

**RESPONDENT:** \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord 08-128)		
M. Original signature(s) on all required forms.		

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

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) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .**

**Representative's Name/Title (Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability (continued)**

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 proposal.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned

\_\_\_\_\_ Minority & Woman Owned

\_\_\_\_\_ Woman Owned

\_\_\_\_\_ Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

©) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor      Employment Standards Administration  
Office of Federal Contract  
Compliance Program

Newark Area Office  
134 Evergreen Place, Fourth Floor  
East Orange, NJ 07018



February 27, 19\_\_      Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19\_\_.

We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Certification \_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**VOID**

This is to certify that the contractor ~~\_\_\_\_\_~~ 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 \_\_\_\_\_.

**VOID**



State Treasurer

**INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT  
(FORM AA302)**

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

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

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

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

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

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

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

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

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

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

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

**DO NOT list the same employee in more than one job category.**

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

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

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury**

**Division of Contract Compliance & Equal Employment Opportunity**  
**P.O. Box 209**  
**Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)  
Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form. If you need further information on AA/EEO forms and/or requirements, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration, Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City NJ 07302

Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET		
CITY	COUNTY	STATE
ZIP CODE		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		
CITY		
STATE		
ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		
COUNTY		
STATE		
ZIP CODE		

Official Use Only	DATE RECEIVED	IN/AUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Cols 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
ZIP CODE			
PHONE (AREA CODE, NO., EXTENSION)			

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

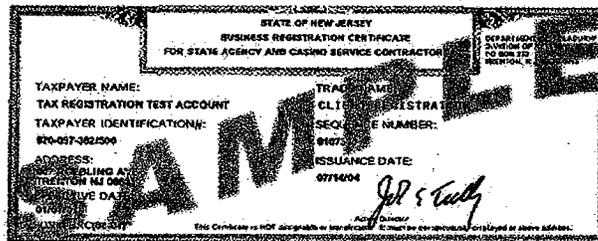
**“New Jersey Business Registration Requirements”**

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

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

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROUJLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112821533

**LETTER OF QUALIFICATION**

**Note: To be typed on Respondent's Letterhead.  
No Modifications may be made to this letter.  
[insert date]**

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated October 27, 2008, in connection with the City's need for [insert services].

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer

Financial Officer

(Signature of Chief

(Typed Name and Title

(Typed Name and Title

(Typed Name of Firm)\*

(Typed Name of Firm) \*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*If joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

**LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No Modifications may be made letter.**

**bt**

**[insert date]**

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated November 25, 2009, in connection with the City's need for **[insert services]**.

**Name of Respondent HEREBY STATES**

1. The Proposal contains accurate, factual and complete information.
2. **Name of Respondent** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **Name of Respondent** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **Name of Respondent** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City. **Name of Respondent** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **Name of Respondent** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. **Name of Respondent** acknowledges that any contract executed with respect to the provision of **[insert services]** must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed name and Title)

Dated: \_\_\_\_\_

(Typed name of Firm)

\* If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

## PRICE PROPOSAL

Please submit a unit price schedule for each of the following:

### Procedure

### Unit price

Pre-employment Physical-Civilian  
No EKG, Chest X-Ray or Rubella

---

Pre-employment Physical-Uniformed Police & Fire

---

Annual Physical-Uniformed Police & Fire  
(Not to include Cardiac Stress Test &  
Blood Serum Triglycerides Uric Acid)

---

Haz-Mat-Uniformed Police Fire

---

OSHA Respirator Medical Evaluation Questionnaire  
Reading & Interpretation- Uniform Fire (includes no. 1)

---

OSHA Respirator Medical Examination Uniformed Fire  
(includes no. 2 only)

---

OSHA Pulmonary Function Test (includes no. 3 only)

---

Bicycle Physical Uniformed Police

---

EKG

---

Chest X-Ray

---

Rubella

---

Mantoux

---

Return to Work (examination of sick/injured employees)

---

Certification of Illness (suspected abuse of sick/injury leave)

---

Hepatitis

---

Urine & Drug Screening

---

Flu Shots

---

Audiology Test

---

Random Drug Testing

---

**PRICE PROPOSAL - CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write "None"):

Prepared by:

---

Print name

---

Title

---

Signature

---

Date

**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 \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**EMPLOYEE MEDICAL SERVICES:  
TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN  
AND UNIFORMED EMPLOYEES AND APPLICANTS FOR  
EMPLOYMENT**

**PROPOSAL**

**ISSUED BY:  
MIDTOWN OCCUPATIONAL MEDICINE**

CITY OF JERSEY CITY  
PERSONNEL

2009 DEC 18 AM 10:41

RECEIVED

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

**CITY OF JERSEY CITY**

**PROJECT:** Medical Services for Municipal Employees

**RESPONDENT:** Midtown Occupational Medicine, LLC

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	EPB	
B. Public Disclosure Statement	EPB	
C. Mandatory Affirmative Action Language	EPB	
D. Americans with Disabilities Act	EPB	
E. MWBE Questionnaire	EPB	
F. Affirmative Action Compliance Notice	EPB	
G. Employee Information Report	EPB	
H. Business Registration Certificate	EPB	
I. Letter of Qualification	EPB	
J. Letter of Intent	EPB	
K. Price Proposal	EPB	
L. Certification of Compliance (Ord 08-128)		
M. Original signature(s) on all required forms.	EPB	

**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am EDWARD F BOYLAN, MD

of the firm of MIDTOWN OCCUPATIONAL MEDICINE, LLC

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) 

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 17th December OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

  
**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/18/2011**

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE :



CEO

TITLE:

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

17th DECEMBER OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires **10/18/2011**

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

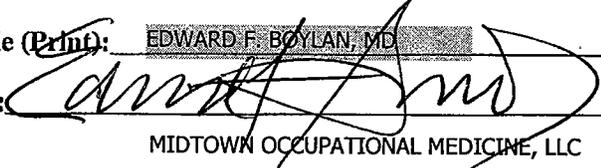
use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 .

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): EDWARD F. BOYLAN, MD  
Representative's Signature:   
Name of Company: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Tel. No.: 201-656-2300 Date: 12/16/09

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

The contractor and the *Midtown Occupational Medicine 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 USC. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants; employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

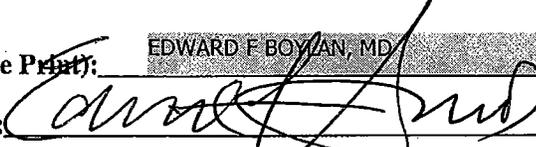
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the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

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

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title **Print**: EDWARD F BOYZAN, MD

Representative's Signature: 

Name of Company: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Tel. No.: (201) 656-8700 Date: 12/16/09

**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 proposal.

Business Name: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Address: 550 Newark Avenue, Suite 308, JC, NJ 07306

Telephone No.: (201)656-8700

Contact Name: MELISSA CRECCO (ADMINISTRATOR)

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

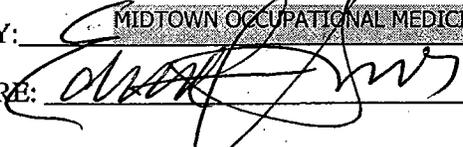
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: MIDTOWN OCCUPATIONAL MEDICINE, LLC

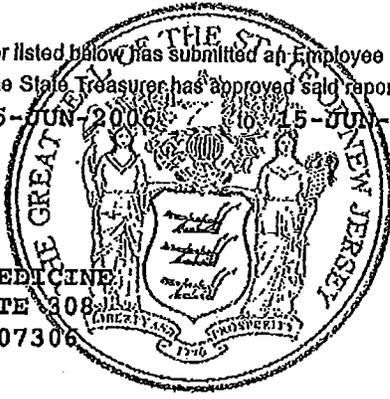
SIGNATURE:  DATE: 12/16/09

PRINT NAME: EDWARD F. BOYLAN, MD TITLE: CEO

Certification 19851

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2006** to **15-JUN-2013**



**MIDTOWN OCCUPATIONAL MEDICINE**  
**550 NEWARK AVENUE, SUITE 308**  
**JERSEY CITY NJ 07306**



*Bradley Abelen*  
State Treasurer



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	MIDTOWN PRIMARY CARE LLC
<b>Trade Name:</b>	
<b>Address:</b>	101 EISENHOWER PARKWAY ROSELAND, NJ 07068
<b>Certificate Number:</b>	0088198
<b>Effective Date:</b>	November 17, 2000
<b>Date of Issuance:</b>	June 19, 2009

**For Office Use Only:**  
20090619143751424

Edward F. Boylan, M.D.



(201) 656-8700  
Fax: (201) 656-2390

Midtown Occupational Medicine  
550 Newark Avenue, Suite 308  
Jersey City, New Jersey 07306

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Dear Mr. Ross,

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFR) issued by the City of Jersey City, dated October 27, 2008, in connection with the City's need for Medical Services for Municipal Employees.

We affirm that the contents of our Proposal (Which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of Midtown Occupational Medicine.

X   
\_\_\_\_\_  
Edward F. Boylan, MD, CEO  
Midtown Occupational Medicine, LLC

Dated: December 16, 2009

Edward F. Boylan, M.D.



(201) 656-8700  
Fax: (201) 656-2390

Midtown Occupational Medicine  
550 Newark Avenue, Suite 308  
Jersey City, New Jersey 07306

December 16, 2009

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

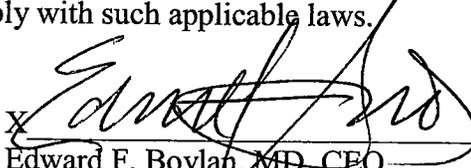
Dear Mr. Ross:

The undersigned as Respondent, has submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City, dated November 25, 2009, in connection with the City's need for Medical Services for Municipal Employees.

Midtown Occupational Medicine HEREBY STATES

1. The Proposal contains accurate, factual and complete information.
2. Midtown Occupational Medicine agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. Midtown Occupational Medicine acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Midtown Occupational Medicine hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participation Principals, but only if acceptable to the City
5. Midtown Occupational Medicine declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Midtown Occupational Medicine acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgement). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFR.
  
7. Midtown Occupational Medicine acknowledges that any contract executed with respect to the provision of **Employee Medical Services** must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

  
Edward F. Boylan, MD, CEO  
Midtown Occupational Medicine

Dated: 12/16/09

**SECTION 6  
PRICE PROPOSAL**

Please submit a unit price schedule for each of the following:

	Unit price
Pre-employment Physical-Civilian (no EKG, chest X-Ray, or Rubella)	<u>100</u>
Pre-employment Physical-Uniformed Public Safety Employees	<u>450</u>
Annual Physical-Uniformed Public Safety Employees Not to include Cardiac Stress Test & Blood Serum Triglycerides Uric Acid)	<u>300</u>
Haz-Mat Physical-Civilian and Uniformed Public Safety Employees	<u>275</u>
OSHA Respirator Medical Evaluation Questionnaire Reading & Interpretation- Uniform (includes no. 1)	<u>50</u>
OSHA Respirator Medical Examination-Uniformed (includes no. 2 only)	<u>100</u>
OSHA Pulmonary Function Test-Uniformed (includes no. 3 only)	<u>70</u>
Bicycle Physical Uniformed Police	<u>210</u>
EKG	<u>25</u>
Chest X-Ray	<u>50</u>
Rubella	<u>30</u>
Mantoux	<u>20</u>
Return to Work (examination of sick/injured employees)	<u>25</u>
Certification of Illness (suspected abuse of sick/injury leave)	<u>100</u>
Hepatitis	<u>75</u>
Urine & Drug Screening	<u>25</u>
Flu Shots	<u>25</u>
Audiology Test	<u>20</u>
Random Drug Testing	<u>25</u>

**PRICE PROPOSAL – CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write "None"):

Prepared by:

*Melissa Crecco*

Print name

*Administrator*

Title

*Melissa Crecco*

Signature

*12/16/09*

Date

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

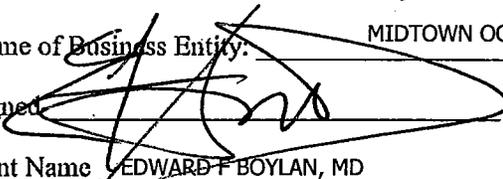
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MIDTOWN OCCUPATIONAL MEDICINE (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 13, 2010 (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 MIDTOWN OCCUPATIONAL MEDICINE (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.

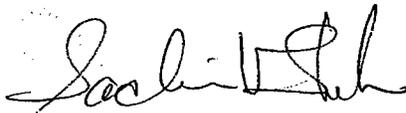
Name of Business Entity: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Signed:  Title: CEO

Print Name: EDWARD F BOYLAN, MD Date: 12/17/09

Subscribed and sworn before me  
this 17th day of DEC, 2009. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/18/2011**

\*\*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.

**SCOPE  
OF  
SERVICES**

*Summary of Selected Management and Project Experience of Dr. Edward Boylan*

Dr. Boylan was awarded his B.S. Degree from St. Peter's College, in Jersey City, NJ, in 1977. He was awarded his M.D. Degree from St. George University School of Medicine in Grenada, West Indies in 1987. He holds a license to practice medicine in the State of NJ. He attended postgraduate training in the specialty of Internal Medicine at Seton Hall School of Graduate Medical Education from July 1987 through 1990. He was awarded certification as a specialist in Internal Medicine from the American Board of Internal Medicine in 1997.

Dr. Boylan is on staff at the following hospitals: Meadowlands Hospital Medical Center, Christ Hospital, and Jersey City Medical Center.

Dr. Boylan is a member of many medical societies, including the Hudson County Medical Society, the Medical Society of New Jersey, the American Medical Association, and the National Association of Managed Care Physicians and is a Diplomat of the American College of Physicians.

Dr. Boylan has been directly involved in both the delivery and administration of occupational Medical services in Jersey City for the past 13 years.

Dr. Boylan was the Medical Director of Newcare, a Jersey City Occupational Medicine Center. In that capacity, he coordinated the treatment of Workers Compensation patients and coordinated the "On The Job Injury Program" for the County of Hudson and The Jersey City Board of Education. Dr. Boylan's efforts resulted in a significant reduction in employee lost time.

Dr. Boylan served as the Clinical Director of Workers Compensation Services and Medical Services at the Department of Occupational and Environmental Health and Safety of PMA. He serves as the current provider for the City of Jersey City Medical Services contract and has done so for the past 4 years.

Dr. Boylan also founded the Hudson County IPA.

Presently Dr. Boylan founded and is Clinical Director of Midtown Occupational Medicine Center.

Midtown Occupational Medicine is an integrated administrative and medical services organization developed in order to improve occupational medical services

in the municipal setting. This is accomplished by a multi-faceted approach to Case Management, Timely Case Reporting, and Coordination of Care.

The administrative program, implemented by Dr. Boylan, streamlined this process and provided dramatic results beginning over ten years ago.

At Midtown Occupational Medicine, the Clinical Services Director, Dr. Boylan, is in daily contact with Primary Care and Specialty Care panel physicians.

The Accounting Firm of Bruno Dibello, C.P.A., LLC. has been provided accounting and financial services to Midtown Occupational Medicine and Midtown Primary Care, LLC., since their origin.

Long years of Medical Services experience, including the Jersey City Municipal Workers Compensation Program and Medical Service Contract, as well as programs for other municipal entities such as Hudson County and the Jersey City Board of Education, and for numerous private companies and large private corporations, has provided endowed principals of Midtown Occupational Medicine with a unique perspective in the effective coordination of such enterprise as these, and in the way to deliver the highest quality of care possible while maintaining a reasonable budget.

MIDTOWN OCCUPATIONAL MEDICINE was developed by Doctor Edward F. Boylan, who will bring his considerable experience in the field Occupational Medicine to Jersey City clients.

There can be no doubt about Midtown Occupational Medicine's capability of providing the city of Jersey City with the services required, because they have been doing so effectively and efficiently for the past ten years.

## **REFERENCES**

- 1) Donna Marie Koch, DO  
287 Passaic Avenue  
Garfield, NJ 07026  
(973) 851-4142
  
- 2) Gary Cardiello, MD  
744 Broadway  
Bayonne, NJ 07002  
(201) 436-8888

RESUMES  
LICENCES  
INSURANCE

*Edward F. Boylan, M.D.*  
*550 Newark Avenue, Ste 308*  
*Jersey City, NJ 07306*

*Curriculum Vitae*

***PERSONAL DATA:***

NJ-Lic #      MA-55439  
CDS:            D53321  
DEA:            BB2527363  
UPIN:           E64985  
ECFMG:        391-578-2  
MDCR:           647149  
MDCD:           1392701-01  
CLIA:           31D1001464  
NPI:            1144286105

***EDUCATION:***

St. George Univ School of Medicine  
Grenada, West Indies      1987  
Degree: M.D.

St. Peter's College  
Jersey City, NJ              1977  
Degree: B.S.

***RESIDENCY:***

Seton Hall School of Graduate Medicine  
Internal Medicine 07/01/87-07/01/90

***CERTIFICATION:***

American Board of Internal Medicine  
Issued 1997 expires 2014

***HOSPITAL AFFILIATIONS:***

Jersey City Medical Center  
2002– present      Status: Active  
Christ Hospital  
1994– present      Status: Active  
Meadowlands Medical Center  
1991– present      Status: Active

***PROFESSIONAL SOCIETIES:***

Hudson County Medical Society  
Medical Society of New Jersey  
American Medical Association  
National Assoc Managed Care Physicians  
American College of Physicians

***POSITIONS HELD:***

1. Med-O-Care, IPA  
President & Medical Director 1991–1994
2. Newcare Occupational Medical Center  
Medical Director 1992–1994
3. Hudson County IPA  
Founder 1992–1994
4. Pavonia Medical Associates, PA  
Clinical Director 1994–2000  
Workers Compensation 1994–2000
5. Midtown Primary Care L.L.C.  
President/Medical Director 2000–  
present
6. Midtown Occupational Medicine  
President/Medical Director 2001–  
present

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

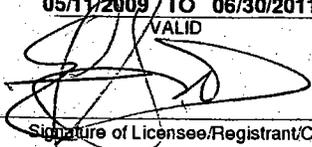
THIS IS TO CERTIFY THAT THE  
**Board of Medical Examiners**

HAS REGISTERED

Edward F. Boylan  
Midtown Primary Care Llc  
550 Newark Ave Ste 308  
Jersey City, NJ 073061348

FOR PRACTICE IN NEW JERSEY AS A(N): Medical Doctor

05/11/2009 TO 06/30/2011  
VALID



Signature of Licensee/Registrant/Certificate Holder

**25MA05543900**

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR



James G. Sanderson DO  
3 Webster Avenue  
Jersey City, NJ 07307  
Phone 201-216-1505  
Fax 201-216-8803

Medical Practice at 3 Webster Avenue, Jersey City, NJ from 7/1/2004 to the present.

**Postgraduate Medical Education**

2000-2004 Bon Secours Canterbury Partners in Care/UMDNJ: Family Practice residency

**Medical School**

1996-2000 University of Medicine and Dentistry of New Jersey School of Osteopathic  
Medicine in Stratford, NJ: Doctor of Osteopathic Medicine (DO) degree

**Premedical Education**

1993-1996 New Jersey City University, Jersey City, NJ: Calculus II/III/IV, Immunology,  
Anatomy & Physiology, Biochemistry, Microbiology

1993-1995 Saint Peter's College, Jersey City, NJ: Biology I/II, General Chemistry I/II,  
Organic Chemistry I/II

1994 Rutgers University, Piscataway, NJ: Physics I/II

**Employment**

1985-2008 Trinity Episcopal Church, Bayonne, NJ: Director of Music/Organist

1978-1985 First (American) Baptist Church, Elmira, NY: Director of Music/Organist

**Musical Education**

1976-1978 Eastman School of Music at University of Rochester in Rochester, NY: Doctor of  
Musical Arts degree in Organ

1974-1976 University of Michigan, Ann Arbor: Master of Music degree in Organ

1970-1974 University of Montana, Missoula: Bachelor of Music degree in Organ

**High School Education**

1967-1970 Sentinel High School, Missoula, MT

1966-1967 Hellgate High School, Missoula, MT

**Certifications and Licenses**

NJ State Medical License

Controlled and Dangerous Substances Permit

DEA Permit

**Memberships**

AOA (American Osteopathic Association)

NJAOPS (New Jersey Association of Osteopathic Physicians and Surgeons)

ACOFPP (American College of Osteopathic Family Physicians)

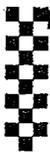
**Board Certification**

American Osteopathic Board of Family Physicians 2004

**Hospital Privileges - - Active Medical Staff**

Bayonne Medical Center, Bayonne, NJ

Christ Hospital, Jersey City, NJ



James G. Sanderson DO  
3 Webster Avenue  
Jersey City, NJ 07307  
Phone 201-216-1505  
Fax 201-216-8803

Medical Practice at 3 Webster Avenue, Jersey City, NJ from 7/1/2004 to the present.

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Organic Chemistry I/II

1994 Rutgers University, Piscataway, NJ: Physics I/II

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NJ State Medical License

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ACOFP (American College of Osteopathic Family Physicians)

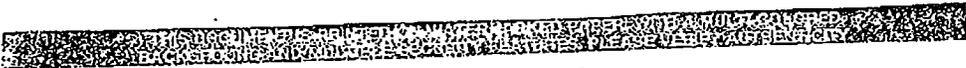
**Board Certification**

American Osteopathic Board of Family Physicians 2004

**Hospital Privileges - - Active Medical Staff**

Bayonne Medical Center, Bayonne, NJ

Christ Hospital, Jersey City, NJ



**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

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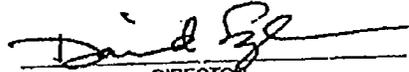
**JAMES G. SANDERSON**  
3 Webster Avenue  
Jersey City, NJ 073071824

FOR PRACTICE IN NEW JERSEY AS A(N): Doctor of Osteopathy

05/04/2009 TO 06/30/2011  
VALID

25MB07524000  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
DIRECTOR

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

City Clerk File No. Res. 10-065

Agenda No. 10.W

Approved: JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2011 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS**, the need to enforce and increase awareness in critical areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this need; and

**WHEREAS**; the Jersey City Police Department has developed a combination of enforcement and education initiatives to increase motorists and pedestrian awareness; and

**WHEREAS**, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2010 to September 30, 2011; and

**WHEREAS**, the police overtime will be utilized to implement various enforcement strategies to increase safety and raise awareness to motorist and pedestrians; and

**WHEREAS**, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

**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 Department of Law, Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

APPROVED: *Samuel Johnson*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*Ronald R. [Signature]*  
 Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
<b>DONNELLY</b>	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	<b>ABSENT</b>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET** Date Submitted to B.A. \_\_\_\_\_

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2011 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

2. Name and Title of Person Initiating Ordinance/Resolution: Samuel Jefferson, Director

3. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution:

The New Jersey Division of Highway Traffic Safety intends to award Jersey City Police Department grant funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*.

4. Reasons (Need) for the Proposed Program, Project, etc.:

To work in conjunction with the New Jersey Division of Highway Traffic Safety and coordinate our efforts to promote pedestrian safety and seatbelt protection, and decrease aggressive driving and driving while intoxicated in Jersey City.

5. Anticipated Benefits to the Community:

The anticipated benefits of this program are to increase awareness in safety-related concerns for those walking and driving through the streets of our City. Additional benefits include detecting and enforcing motorists who violate traffic and pedestrian laws.

6. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

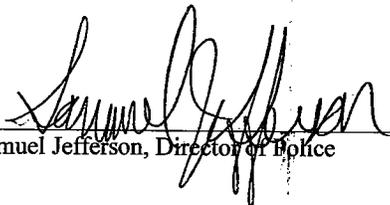
The total cost of the program is unknown at this time.

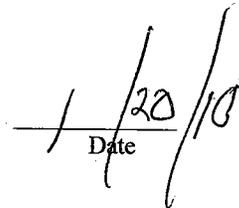
7. Date Proposed Program or Project will Commence: October 1, 2010

8. Anticipated Completion Date: September 30, 2011

9. Person Responsible for Coordinating Proposed Program/Project:

Sgt. Jaclyn Marcazo, Police Grants Office

  
Samuel Jefferson, Director of Police

  
Date



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF HIGHWAY TRAFFIC SAFETY  
PO Box 048  
TRENTON, NJ 08625-0048

JON S. CORZINE  
Governor

ANNE MILGRAM  
Attorney General

PAMELA S. FISCHER  
Director

January 13, 2010

**Re: FY2011 Pedestrian Safety Grant**

Your department is eligible to apply for the New Jersey Division of Highway Traffic Safety's North Region **2011 Pedestrian Safety Grant Program**. Attached are the program guidelines (please read these first) and an application form.

On Page 1 of the application, please fill in sections A-J, with your municipality to be entered on the line in section A.

On Page 3, the signature page, please provide the name and signature of the Project Director (who will be responsible for day-to-day activities of the project), the Financial Director of your municipality, and the Authorizing Official of your municipality (i.e. Mayor). Email addresses are required for all three.

You do not need to provide a proposed budget at this time. Pedestrian grants for FY2011 will range from \$10,000 to \$25,000. If your application is selected for approval the Division will determine your budget, based on the information and justification you provide. Funding through this grant will include overtime enforcement (\$50 per hour maximum rate) and educational commodities for giveaway to support your campaign.

In the narrative portion of the grant following II. Project Description, please attach, in memo form, the information that is requested (#1-3). If this portion of the application is not completed in an adequate manner your application will not be approved for funding. Please submit the completed and signed grant application (the original and one copy) by **March 31, 2010**. Approved projects will become operational on October 1, 2010.

\*\*\*Approval will be based on available federal funding, and a scoring system in which applicants are ranked on various criteria. The receipt of this invitation to apply does not guarantee that your project will be funded.\*\*\*\*\*



TEL: (609) 633-9300 (800) 422-3750 FAX: (609) 633-9020  
[www.njsaferoads.com](http://www.njsaferoads.com)



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

City Clerk File No. Res. 10-066  
 Agenda No. 10.X  
 Approved: JAN 27 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF RISK MANAGEMENT TO ISSUE A PROOF OF INSURANCE LETTER TO THE NEW JERSEY NATIONAL GUARD ARMORY, BAYONNE LOCAL REDEVELOPMENT AUTHORITY, NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, JOHN H. STAMLER POLICE ACADEMY, BOROUGH OF NORTH ARLINGTON POLICE RANGE, THE U. S. ARMY RESERVE TRAINING CENTER AND ANY OTHER ENTITY ALLOWING THE USE OF THEIR FACILITY FOR TRAINING**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (City) will train police officers and recruits, and

**WHEREAS**, the above listed entities permit Jersey City Police Officers and Recruits to train at their facility, and

**WHEREAS**, it is necessary to provide the above listed entities with a letter of proof of insurance coverage for all Jersey City Police Officers, Instructors, and Trainees who attend or instruct classes at the listed facility.

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

1. The Mayor or Business Administrator authorize that a letter of indemnification shall be provided to all listed training facilities and any other facility used for training to guarantee that all police personnel are covered by general liability, automobile, medical insurance, and workman's compensation insurance provided by the City of Jersey City from January 1, 2010 to December 31, 2010.
2. The Risk Manager is authorized to issue a Letter of Insurance for the purposes of this resolution.

APPROVED: *Samuel Jefferson*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
 Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	<i>ABSENT</i>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
 President of Council

*[Signature]*  
 Robert Byrne, City Clerk



# JERSEY CITY POLICE DEPARTMENT POLICE ACADEMY

Caven Point

Memorandum

**DATE:** January 7, 2010  
**TO:** Police Director Samuel Jefferson  
**FROM:** Robert A. Oras, Police Academy Director *RAO*  
**SUBJECT:** Resolution to Accept Funding

---

Attached is a Resolution authorizing the City's Risk Manager to issue letters of proof of insurance to those entities that require it to allow police training at their sites.

Upon your review and signature, please forward to the Business Administrator for inclusion on the next City Council's agenda.

**RECEIVED**  
2010 JAN 11 PM 2:27  
DIRECTOR'S OFFICE  
JERSEY CITY POLICE

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

City Clerk File No. Res. 10-067

Agenda No. 10.Y

Approved: JAN 27 2010

TITLE:



## RESOLUTION EULOGIZING BARBARA L. KEITH

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, Barbara L. Keith was born in Charleston, South Carolina on August 15, 1937. At an early age, Barbara displayed an interest in education and religion; and

**WHEREAS**, Barbara L. Keith enjoyed a 34 year career at Lincoln High School as a Physical Education Teacher for 34 years; and

**WHEREAS**, Barbara L. Keith coached the Lincoln High School Lady Lions Basketball Team for 26 years; and

**WHEREAS**, Barbara L. Keith led the Lady Lions to their first Girls Hudson County Championship in 1974 and to their first Girls Basketball State Championship Group IV in 1975. Barbara also coached championship teams in 1979 and 1981; and

**WHEREAS**, Barbara L. Keith was a devout member of New Hope Baptist Church in Newark, N.J. where she served the church in many capacities. Barbara was a Deaconess, a Missionary and also taught Sunday School. She served on the Repast Committee and was in the Seniors Club; and

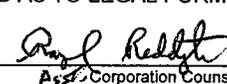
**WHEREAS**, Barbara L. Keith was called from this life on June 3, 2009 at the age of 71.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby mourn the passing of Barbara L. Keith. She has left behind a rich legacy of good deeds and acts of kindness.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Ass. Corporation Counsel

Certification Required

Not Required

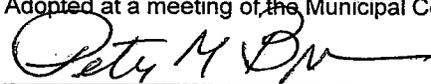
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-068

Agenda No. 10.Z

Approved: JAN 27 2010

TITLE:



## RESOLUTION HONORING ASSISTANT CORPORATION COUNSEL STEVEN R. MASLO ON THE OCCASION OF HIS RETIREMENT

**WHEREAS**, Steven R. Maslo was born on August 8, 1945. He grew up on Waverly Street in the Heights Section of Jersey City; and

**WHEREAS**, Steven R. Maslo attended St. Joseph's High School and furthered his education at Rutgers State University where he was on the Dean's List. Steven earned a Bachelor of Arts Degree and continued his education at New York State University where, in 1973, he received his Juris Doctor degree; and

**WHEREAS**, Steven R. Maslo, served in the military 108th Combat Support Group, New Jersey National Guard at McGuire Air Force Base in New Jersey from 1966 to 1972 and received an Honorable Discharge; and

**WHEREAS**, Steven R. Maslo began his service to the City of Jersey City as an Assistant Corporation Counsel in 1984. He has also served as Municipal Prosecutor and Attorney to the ABC and Insurance Fund Commissions. Steven currently holds the position of Assistant Corporation Counsel; and

**WHEREAS**, Steven R. Maslo is a member of the American Legion, the Hudson County Bar Association, the New Jersey State Bar Association, the North Hudson Lawyers' Club, Rutgers University Alumni Association and New York Law School Alumni Association; and

**WHEREAS**, Steven R. Maslo and his wife Joyce Maslo are the loving parents of Christian and William; and

**WHEREAS**, Steven R. Maslo has announced his intention to retire after 26 years of dedicated service to the residents of Jersey City. He will be greatly missed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Steven R. Maslo, a dedicated public servant, on the occasion of his retirement. We wish him continued good health and happiness in the future.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Peter M. Brennan, President of Council

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

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

City Clerk File No. Res. 10-069

Agenda No. 10.Z.1

Approved: JAN 27 2010



TITLE: **Resolution Honoring Captain Gary J. Lallo  
On the Occasion of His Retirement**

**WHEREAS, Gary J. Lallo** was born on November 21, 1954, to Ralph and Helen Lallo, a long time employee of the Hudson County Prosecutor's Office. Gary was raised in the "Heights" Section of Jersey City with his brother, Greg, a Battalion Chief in the Jersey City Fire Department; and

**WHEREAS, Gary J. Lallo** attended William L. Dickinson High School. He furthered his education at Jersey City State College where he earned a Bachelor of Science Degree in Criminal Justice; and

**WHEREAS, Gary J. Lallo** was appointed as a Police Officer in the Jersey City Police Department on September 11, 1976 and assigned to patrol duties in the East District after graduation from the academy. Lallo was promoted to Detective and assigned to the Street Crimes Unit in 1982. He was promoted to the rank of Sergeant and assigned as the East Patrol Supervisor on June 12, 1985; and

**WHEREAS, Gary J. Lallo** was promoted to Lieutenant, Night Detective Commander in 1988. He has also been assigned to the Office of the Chief, Internal Affairs Unit and assigned as Commander of the Special Investigations Unit. Lallo was promoted to Captain on November 16, 2007; and

**WHEREAS, Captain Gary J. Lallo** merited various awards during his tenure. He was the recipient of five Commendations, eleven Excellent Police Service Awards, two Unit Citations and one Class "G" Award; and

**WHEREAS, Captain Gary J. Lallo** and his wife, the former Bernadette Geraghty are the loving parents of two daughters. Bernadette Lallo Peters is a Police Officer in Marlboro Township and Nicole Lallo is an Education Major at Felician College. Gary is the proud grandfather of Abigail Peters who is six months old; and

**WHEREAS, Captain Gary J. Lallo** plans to retire from the Jersey City Police Department on February 1, 2010; and

**WHEREAS, Captain Gary J. Lallo** will now have more time for his family and hobbies. He enjoys fishing, boating and shopping at "Lowes".

**NOW, THEREFORE, BE IT RESOLVED,** that the Municipal Council of the City of Jersey City does hereby honor **Captain Gary J. Lallo** for his thirty-four years of dedicated service to the people of Jersey City. We wish him many years of health and happiness in his retirement.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
Business Administrator

 \_\_\_\_\_  
Assst. Corporation Counsel

Certification Required

Not Required

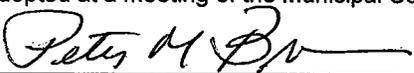
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-070

Agenda No. 10.Z.2

Approved: JAN 27 2010

TITLE:



**RESOLUTION OF THE CITY OF JERSEY CITY TO ENTER INTO A JURISDICTIONAL AGREEMENT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION TO ESTABLISH AND APPORTION MAINTENANCE AND CONTROL OVER A PORTION OF ROUTE 139, JERSEY AVENUE, FOURTEENTH STREET, TWELFTH STREET, HOBOKEN AVENUE, MONMOUTH STREET, COLES STREET, JERSEY AVENUE AND PALISADE AVENUE**

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

**WHEREAS**, the State of New Jersey Department of Transportation will be making improvements to State Highway 139; and

**WHEREAS**, the improvements will affect Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue and Palisade Avenue which are City roadways; and

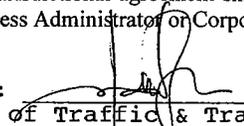
**WHEREAS**, in order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.; and

**WHEREAS**, the State of New Jersey Department of Transportation has requested that an Agreement be entered between the City of Jersey City and the State of New Jersey which would allocate the Jurisdictional responsibilities for highway maintenance and control between the City of Jersey City and the State of New Jersey with reference to certain intersections of Route 139 and streets within the City of Jersey City; and

**WHEREAS**, maps outlining the jurisdictional limits of each have been reviewed and approved by the City of Jersey City.

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

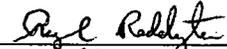
1. The Mayor, Municipal Council and Clerk of the City of Jersey City be and are hereby authorized to execute a jurisdictional agreement with the State of New Jersey, Department of Transportation, whereby the City and State will specify their respective areas of highway maintenance and control relating to the Route 139, Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue and Palisade Avenue; and
2. The jurisdictional agreement shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deem appropriate or necessary.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Asst. Corporation Counsel

JDS:pc1  
(12/11/09)

Certification Required

Not Required

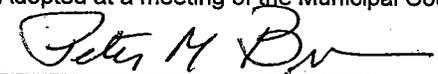
APPROVED 8-0

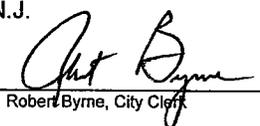
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

Resolution of the City of Jersey City to enter into a jurisdictional agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 139, Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue and Palisade Avenue

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the request of Lawrence Vogel, Project Manager, State of New Jersey, Department of Transportation, P.O. Box 600, Trenton, NJ 08625 1.609.530.5529

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Enter into a jurisdictional agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 139, Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue and Palisade Avenue

**4. Reasons (need) for the proposed program, project, etc.:**

In order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.

**5. Anticipated benefits to the community:**

The State will be making improvements to Route 139 and the improvements will affect Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street and Palisade Avenue which are City roadways.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution):**

No Cost to the City – State of New Jersey, Department of Transportation Project

**7. Date proposed program, or project will commence:**

Upon adoption of the Resolution by the Jersey City Municipal Council

**8. Anticipated completion date:**

**9. Person responsible for coordinating proposed program, project, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4470

**10. Additional comments:**

Jurisdictional Agreement No. 4639

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Municipal Engineer

1/25/10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
**Division of Engineering**  
**Traffic and Transportation**  
**MEMORANDUM**

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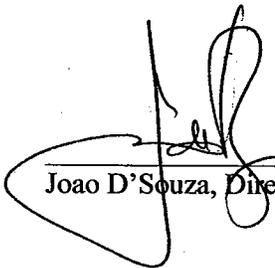
**DATE:** January 20, 2010  
**TO:** Brian O'Reilly, Business Administrator  
**FROM:** Joao D'Souza, Director of Traffic & Transportation  
**SUBJECT: PROPOSED RESOLUTION**  
**JURISDICTION AGREEMENT – ROUTE 139**

---

Attached for your review and signature is a Resolution proposed by this Division at the request of Lawrence A. Vogel, Project Manager with the State of New Jersey, Department of Transportation entering into a Jurisdiction Agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 139, Jersey Avenue, Fourteenth Street, Twelfth Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue and Palisade Avenue.

If you have any questions feel free to contact Joao D'Souza, Director of Traffic & Transportation @ ex. 4492

Thank you.

  
\_\_\_\_\_  
Joao D'Souza, Director of Traffic & Transportation

  
\_\_\_\_\_  
William R. Goble, P.E., Municipal Engineer

JDS:pcl

C: Chuck F. Lee, P.E., Asst. City Engineer  
Robert Byrne, City Clerk



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

JON S. CORZINE  
*Governor*

STEPHEN DILTS  
*Commissioner*

September 30, 2009

Honorable Jerramiah T. Healy, Mayor  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Attn: Robert Byrne, Clerk

Re: Jurisdictional Agreement # 4484  
Route 139  
City of Jersey City, Hudson County

Dear Mayor:

Enclosed are three original copies of the above captioned agreement which will allocate the jurisdiction for highway maintenance and control between the City of Jersey City and the state of New Jersey for area in and around Route 139.

If you find all matters in conformance with your understandings kindly have all three documents signed, sealed attested and returned (Attention Larry Vogel, Project Manager) together with the appropriate sealed Resolution (see enclosed sample) naming the Mayor and Clerk and authorizing them to enter into and bind the city of Jersey City to the Agreement.

The Agreement will be fully executed when signed and dated by the State and one copy will be returned for your files.

If you have any questions concerning the Agreement or the Resolution please call me at 609-530-5529.

Sincerely

Lawrence A. Vogel  
Project Manager  
Division of Project Management.

2009 OCT -6 AM 10:08  
RECEIVED  
DEPARTMENT OF TRANSPORTATION

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**JURISDICTIONAL AGREEMENT #4484**  
**ROUTE 139 (CONTRACT #2)**  
**CITY OF JERSEY CITY IN HUDSON COUNTY**

THIS AGREEMENT, made this                    day of                    Two Thousand Nine (2009),  
between the CITY OF THE JERSEY CITY in Hudson County, hereinafter referred to as the "CITY", and the  
STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the  
"State", witnesseth that:

**WHEREAS**, the State will be making improvements to State Highway Route 139; and

**WHEREAS**, the improvements will affect Jersey Avenue, 14<sup>th</sup> Street, 12<sup>th</sup> Street, Hoboken  
Avenue, Monmouth Street, Coles Street, Jersey Avenue, and Palisade Avenue; and,

**WHEREAS**, in order to prevent future legal or maintenance problems in these areas, it is  
necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an  
equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and  
the State agree as follows:

**FIRST**, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance upon completion of construction and final acceptance by the State, in those areas as shown with cross-hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 139, (CONTRACT NO. 2) FROM PALISADE AVE. TO JERSEY AVE., CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED," which map is appended hereto and made a part hereof.
  
- (b) Assume or retain jurisdiction, upon completion of construction and final acceptance by the State, for maintenance of roadways under Route 139 and New Jersey Turnpike Eastbound Ramp upon as noted on the said map.

**SECOND**, the state agrees to:

- (a) Assume or retain jurisdiction for maintenance and control upon completion of construction and final acceptance by the State, in those areas shown as shaded on the said map.
- (b) Assume or retain, upon completion of construction and final acceptance by the State, the jurisdiction for the maintenance of the structural integrity of the 12<sup>th</sup> and 14<sup>th</sup> street viaducts as indicated on the said map.
- (c) Assume or retain jurisdiction for highway maintenance and control of the 12<sup>th</sup> and 14<sup>th</sup> street viaducts, upon completion of construction and final acceptance by the State, as indicated in Section A-A and Section B-B on the said map.
- (d) Maintain the sign structures, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said map.

**THIRD**, both the City and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to: controlling access; reviewing permits for roadway openings, driveways and utilities; reviewing all proposed geometric changes; and setting speed limits, no parking zones and other traffic controls.
- (e) Maintenance of structural integrity is defined as the upkeep of the bridge or ramp and includes, but is not limited to, the parapets, deck, structural steel, bearings, abutments, piers, walls, arches and foundations.

- (f) Maintenance of the sign structures includes but is not limited to periodic inspection of both the actual structure and the signs on the structure. The State is responsible for the costs of replacing or maintaining the structures foundation, steel structure and sign panels.
- (g) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

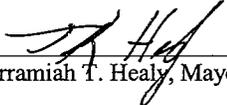
IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

CITY OF THE JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By

  
\_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By

\_\_\_\_\_  
Richard T. Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and approved  
as to form:  
Anne Milgram, Attorney General of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**JURISDICTIONAL AGREEMENT #4484**  
**ROUTE 139 (CONTRACT #2)**  
**CITY OF JERSEY CITY IN HUDSON COUNTY**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nine (2009), between the CITY OF THE JERSEY CITY in Hudson County, hereinafter referred to as the "CITY", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State", witnesseth that:

**WHEREAS**, the State will be making improvements to State Highway Route 139; and

**WHEREAS**, the improvements will affect Jersey Avenue, 14<sup>th</sup> Street, 12<sup>th</sup> Street, Hoboken Avenue, Monmouth Street, Coles Street, Jersey Avenue, and Palisade Avenue; and,

**WHEREAS**, in order to prevent future legal or maintenance problems in these areas, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and the State agree as follows:

**FIRST**, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance upon completion of construction and final acceptance by the State, in those areas as shown with cross-hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 139, (CONTRACT NO. 2) FROM PALISADE AVE. TO JERSEY AVE., CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED," which map is appended hereto and made a part hereof.
  
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- (b) Assume or retain, upon completion of construction and final acceptance by the State, the jurisdiction for the maintenance of the structural integrity of the 12<sup>th</sup> and 14<sup>th</sup> street viaducts as indicated on the said map.
- (c) Assume or retain jurisdiction for highway maintenance and control of the 12<sup>th</sup> and 14<sup>th</sup> street viaducts, upon completion of construction and final acceptance by the State, as indicated in Section A-A and Section B-B on the said map.
- (d) Maintain the sign structures, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said map.

**THIRD**, both the City and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
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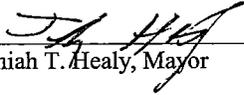
IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

CITY OF THE JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By

  
\_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By

\_\_\_\_\_  
Richard T. Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and approved  
as to form:  
Anne Milgram, Attorney General of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**JURISDICTIONAL AGREEMENT #4484**  
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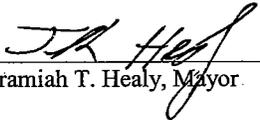
IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

CITY OF THE JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By

  
\_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By

\_\_\_\_\_  
Richard T. Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and approved  
as to form:  
Anne Milgram, Attorney General of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

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

City Clerk File No. Res. 10-071

Agenda No. 10.Z.3

Approved: JAN 27 2010

TITLE:



**RESOLUTION OF THE CITY OF JERSEY CITY TO ENTER INTO A JURISDICTIONAL AGREEMENT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION TO ESTABLISH AND APPORTION MAINTENANCE AND CONTROL OVER A PORTION OF ROUTE 7 OVER HACKENSACK RIVER(WITTPENN BRIDGE) HOWELL STREET, DUFFIELD AVENUE, CHARLOTTE AVENUE AND ST. PAULS AVENUE**

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

**WHEREAS**, the State of New Jersey Department of Transportation will be making improvements to Route 7 over Hackensack River(Wittpenn Bridge); and

**WHEREAS**, the improvements will affect Howell Street, Duffield Avenue, Charlotte Avenue and St. Pauls Avenue which are City roadways; and

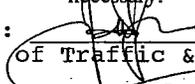
**WHEREAS**, in order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.; and

**WHEREAS**, the State of New Jersey Department of Transportation has requested that an Agreement be entered between the City of Jersey City and the State of New Jersey which would allocate the Jurisdictional responsibilities for highway maintenance and control between the City of Jersey City and the State of New Jersey with reference to certain intersections of Route 7 over Hackensack River(Wittpenn Bridge) and streets within the City of Jersey City; and

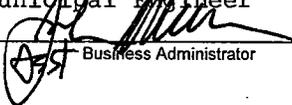
**WHEREAS**, maps outlining the jurisdictional limits of each have been reviewed and approved by the City of Jersey City.

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

1. The Mayor, Municipal Council and Clerk of the City of Jersey City be and are hereby authorized to execute a jurisdictional agreement with the State of New Jersey, Department of Transportation, whereby the City and State will specify their respective areas of highway maintenance and control relating to the Route 7 over Hackensack River(Wittpenn Bridge), Howell Street, Duffield Avenue, Charlotte Avenue and St. Pauls Avenue; and
2. The jurisdictional agreement shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deem appropriate or necessary.

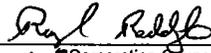
APPROVED:   
Director of Traffic & Transportation

APPROVED:  1/25/10  
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pc1  
(12.11.09)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

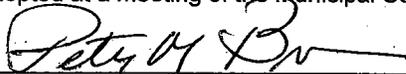
**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								1/27/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk



**CITY OF JERSEY CITY**  
**Division of Engineering**  
**Traffic and Transportation**  
**MEMORANDUM**

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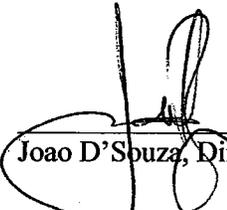
**DATE:** January 20, 2010  
**TO:** Brian O'Reilly, Business Administrator  
**FROM:** Joao D'Souza, Director of Traffic & Transportation  
**SUBJECT: PROPOSED RESOLUTION**  
**JURISDICTION AGREEMENT – ROUTE 7**

---

Attached for your review and signature is a Resolution proposed by this Division at the request of Bruce Riegel, P.E., Project Manager with the State of New Jersey, Department of Transportation entering into a Jurisdiction Agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 7 over Hackensack River (Wittpenn Bridge), Howell Street, Duffield Avenue, Charlotte Avenue and St. Pauls Avenue.

If you have any questions feel free to contact Joao D'Souza, Director of Traffic & Transportation @ ex. 4492

Thank you.

  
\_\_\_\_\_  
Joao D'Souza, Director of Traffic & Transportation

  
\_\_\_\_\_  
William R. Goble, P.E., Municipal Engineer

JDS:pcl

C: Chuck F. Lee, P.E., Asst. City Engineer  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

Resolution of the City of Jersey City to enter into a jurisdictional agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 7 over Hackensack River(Witten Bridge) Howell Street, Duffield Avenue, Charlotte Avenue and St. Pails Avenue

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the request of Bruce Riesel, P.E., Project Manager, State of New Jersey, Department of Transportation, P.O. Box 600, Trenton, NJ 08625 1.609.530.4232

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Enter into a jurisdictional agreement with the State of New Jersey, Department of Transportation to establish and apportion maintenance and control over a portion of Route 7 over Hackensack River(Wittpenn Bridge) Howell Street, Duffield Avenue, Charlotte Avenue and St. Pauls Avenue

**4. Reasons (need) for the proposed program, project, etc.:**

In order to prevent future legal problems concerning maintenance and control of this area, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to the Act Concerning State Highways, N.J.S.A. 27:7-1 et. seq.

**5. Anticipated benefits to the community:**

The State will be improving Route 7 and its Interchanges with Fish House Road(County Route 659) and Route 1&9(Charlotte Avenue) and the improvements will affect Howell Street, Duffield Avenue, Charlotte Avenue and St. Pauls Avenue which are City roadways.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:**

No Cost to the City – State of New Jersey, Department of Transportation Project

**7. Date proposed program, or project will commence:**

Upon adoption of the Resolution by the Jersey City Municipal Council

**8. Anticipated completion date:**

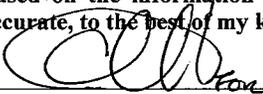
**9. Person responsible for coordinating proposed program, project, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4470

**10. Additional comments:**

Jurisdictional Agreement No. 4639

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Municipal Engineer

1-28-10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

JON S. CORZINE

Governor

STEPHEN DILTS

Commissioner

RECEIVED  
2009 NOV 13 AM 11:07

DEPT OF TRANSPORTATION  
TRENTON, NJ

November 9, 2009

Honorable Jeramiah T. Healy, Mayor  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Attention: Mr. Robert Byrne, City Clerk

NOV 16 AM 10:19

**Subject: Jurisdictional Agreement No. 4639  
Route 7 over Hackensack River (Wittpenn Bridge) Bridge Replacement Project  
City of Jersey City & Town of Kearny, Hudson County**

Dear Mayor Healy:

Enclosed are three original copies of the above captioned Agreement, which will allocate the jurisdiction for highway maintenance and control between the City of Jersey City and the State of New Jersey.

If you find all matters in conformance with your understandings, kindly have all three documents signed, sealed, attested, and returned (Attention: Bruce Riegel, Project Manager) together with appropriate sealed Resolution (see enclosed sample) naming the Mayor and Clerk and authorizing them to enter into and bind the City of Jersey City to the Agreement.

The Agreement will be fully executed when signed and dated by the State and one copy will be returned for your files.

If you have any questions concerning the Agreement or Resolution, please contact me at (609) 530-4232.

Sincerely,

*Bruce K. Riegel*  
Bruce Riegel, P.E.  
Project Manager

Enclosures

Cc: Barbara Netchert (Hudson County)

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
JURISDICTIONAL AGREEMENT No. 4639  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

THIS AGREEMENT, made this                      day of                      Two  
Thousand Nine, between the CITY OF JERSEY CITY, in Hudson County, hereinafter referred to  
as the "City", and the STATE OF NEW JERSEY, acting through its Commissioner of  
Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, the State will be improving Route 7 and its Interchanges with Fish  
House Road (County Route 659) and Route 1&9T/Charlotte Avenue; and

WHEREAS, the improvement will affect Howell Street, Duffield Avenue,  
Charlotte Avenue and St. Paul Avenue which are City roadways; and

WHEREAS, in order to prevent future legal or maintenance problems in  
these areas, it is necessary that the City and the State apportion the jurisdiction for highway  
maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein,  
the City and the State agree as follows:

FIRST, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown with cross hatching on Sheets 2, 3 & 4 of 4 total maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 7 (1953), SECTION 2, JURISDICTIONAL LIMIT MAP, FROM ROUTE U.S. 1 & U.S. 9 (1953) TO PASSAIC RIVER, BOROUGH OF NORTH ARLINGTON, COUNTY OF BERGEN, TOWN OF KEARNY, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.
- (b) Assume or retain jurisdiction for roadway under structure (including sidewalks) as indicated on Sheet 3 of said maps.
- (c) Assume or retain jurisdiction for sanitary/storm water as indicated in Note 4 on Sheet 3 of said maps.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
JURISDICTIONAL AGREEMENT No. 4639  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said maps.
- (b) Upon completion of construction and final acceptance by the State, maintain Drainage, including Detention Basins, Retaining Walls, Outfall, Fender System, and Sign Structures as noted on the said maps.

THIRD, both the City and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, controlling access; reviewing permits for roadway openings, driveways and utilities; reviewing all proposed geometric changes; and setting speed limits, no parking zones and other traffic controls.
- (e) Retaining walls maintenance is defined as upkeep of the retaining walls and appurtenances and includes but is not limited to, maintenance, upkeep and repair of retaining walls and foundations to ensure the structural integrity of the wall.
- (f) Drainage and outfall maintenance is defined as upkeep of the drainage outfall and appurtenances and includes but is not limited to maintenance, upkeep and repair of the drainage pipe and outfall to ensure flow is maintained and is free of debris.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

- (g) Sanitary/storm water system maintenance is defined as upkeep of the sanitary/storm water system and appurtenances and includes but is not limited to maintenance, upkeep and repair of sanitary/storm water system to ensure flow is maintained and is free of debris.
- (h) Sign structure maintenance is defined as upkeep of the sign structure and appurtenances and includes but is not limited to maintenance, upkeep and repair of sign structure, foundation, sign panels and sign lighting.
- (i) Fender system maintenance is defined as upkeep of the bridge fender system and appurtenances and includes but not limited to maintenance, upkeep and repair of the fender system and navigation lights.
- (j) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
JURISDICTIONAL AGREEMENT No. 4639  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By \_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By \_\_\_\_\_  
Richard Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and  
approved as to form:

ANNE MILGRAM  
Attorney General of New Jersey

By \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
JURISDICTIONAL AGREEMENT No. 4639  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand Nine, between the CITY OF JERSEY CITY, in Hudson County, hereinafter referred to  
as the "City", and the STATE OF NEW JERSEY, acting through its Commissioner of  
Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, the State will be improving Route 7 and its Interchanges with Fish  
House Road (County Route 659) and Route 1&9T/Charlotte Avenue; and

WHEREAS, the improvement will affect Howell Street, Duffield Avenue,  
Charlotte Avenue and St. Paul Avenue which are City roadways; and

WHEREAS, in order to prevent future legal or maintenance problems in  
these areas, it is necessary that the City and the State apportion the jurisdiction for highway  
maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein,  
the City and the State agree as follows:

FIRST, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown with cross hatching on Sheets 2, 3 & 4 of 4 total maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 7 (1953), SECTION 2, JURISDICTIONAL LIMIT MAP, FROM ROUTE U.S. 1 & U.S. 9 (1953) TO PASSAIC RIVER, BOROUGH OF NORTH ARLINGTON, COUNTY OF BERGEN, TOWN OF KEARNY, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.
- (b) Assume or retain jurisdiction for roadway under structure (including sidewalks) as indicated on Sheet 3 of said maps.
- (c) Assume or retain jurisdiction for sanitary/storm water as indicated in Note 4 on Sheet 3 of said maps.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said maps.
- (b) Upon completion of construction and final acceptance by the State, maintain Drainage, including Detention Basins, Retaining Walls, Outfall, Fender System, and Sign Structures as noted on the said maps.

THIRD, both the City and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, controlling access; reviewing permits for roadway openings, driveways and utilities; reviewing all proposed geometric changes; and setting speed limits, no parking zones and other traffic controls.
- (e) Retaining walls maintenance is defined as upkeep of the retaining walls and appurtenances and includes but is not limited to, maintenance, upkeep and repair of retaining walls and foundations to ensure the structural integrity of the wall.
- (f) Drainage and outfall maintenance is defined as upkeep of the drainage outfall and appurtenances and includes but is not limited to maintenance, upkeep and repair of the drainage pipe and outfall to ensure flow is maintained and is free of debris.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

- (g) Sanitary/storm water system maintenance is defined as upkeep of the sanitary/storm water system and appurtenances and includes but is not limited to maintenance, upkeep and repair of sanitary/storm water system to ensure flow is maintained and is free of debris.
- (h) Sign structure maintenance is defined as upkeep of the sign structure and appurtenances and includes but is not limited to maintenance, upkeep and repair of sign structure, foundation, sign panels and sign lighting.
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- (j) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By \_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By \_\_\_\_\_  
Richard Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and  
approved as to form:

ANNE MILGRAM  
Attorney General of New Jersey

By \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
JURISDICTIONAL AGREEMENT No. 4639  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nine, between the CITY OF JERSEY CITY, in Hudson County, hereinafter referred to as the "City", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, the State will be improving Route 7 and its Interchanges with Fish House Road (County Route 659) and Route 1&9T/Charlotte Avenue; and

WHEREAS, the improvement will affect Howell Street, Duffield Avenue, Charlotte Avenue and St. Paul Avenue which are City roadways; and

WHEREAS, in order to prevent future legal or maintenance problems in these areas, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the State agree as follows:

FIRST, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown with cross hatching on Sheets 2, 3 & 4 of 4 total maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 7 (1953), SECTION 2, JURISDICTIONAL LIMIT MAP, FROM ROUTE U.S. 1 & U.S. 9 (1953) TO PASSAIC RIVER, BOROUGH OF NORTH ARLINGTON, COUNTY OF BERGEN, TOWN OF KEARNY, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.
- (b) Assume or retain jurisdiction for roadway under structure (including sidewalks) as indicated on Sheet 3 of said maps.
- (c) Assume or retain jurisdiction for sanitary/storm water as indicated in Note 4 on Sheet 3 of said maps.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

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THIRD, both the City and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
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NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

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NEW JERSEY DEPARTMENT OF TRANSPORTATION  
**JURISDICTIONAL AGREEMENT No. 4639**  
ROUTE U.S. 7 – SECTION 2  
CITY OF JERSEY CITY in HUDSON COUNTY

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF JERSEY CITY  
IN HUDSON COUNTY

Attested:

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

By

\_\_\_\_\_  
Jerramiah T. Healy, Mayor

THE STATE OF NEW JERSEY

Attested:

\_\_\_\_\_  
Jacqueline Trausi, Secretary NJDOT

By

\_\_\_\_\_  
Richard Hammer, Assistant Commissioner  
Capital Program Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement has been reviewed and  
approved as to form:

ANNE MILGRAM  
Attorney General of New Jersey

By \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

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

City Clerk File No. Res. 10-072

Agenda No. 10.Z.4

Approved: JAN 27 2010



TITLE: **RESOLUTION HONORING JOHN DOYLE  
ON THE OCCASION OF HIS RETIREMENT**

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

**WHEREAS, John Doyle** was born and raised in Jersey City. He attended St. Aloysius Grammar School and St. Peter's Prep, where he was a star track athlete. His father, Dr. John J. Doyle was a staff physician for the Jersey City Medical Center and his mother, Eileen was a graduate of the Medical Center's School of Nursing; and

**WHEREAS, John Doyle** graduated from Monmouth College in 1971, receiving a Bachelor of Science degree in Management. He earned a Master's Degree in Public Administration from Seton Hall University; and

**WHEREAS, John Doyle** spent the early part of his career as a Personnel Coordinator before becoming Assistant Personnel Director for the City of Jersey City. In 1976, John began his career with the Jersey City Medical Center as Director of Manpower and Labor Relations; and

**WHEREAS, John Doyle's** quiet professionalism propelled him to the position of Personnel Director of the Jersey City Medical Center in 1982 and in 1987 he became the Associate Executive Director of the Medical Center. In 1988, John was promoted to Vice President of Human Resources and in 1989, he was named Senior Vice President of Corporate Administration, the title he holds to this day; and

**WHEREAS, John Doyle** was a true leader when the Jersey City Medical Center fell on hard financial times. His calm demeanor made the change of governance of the Jersey City Medical Center a civilized transition for both the City of Jersey City and the Jersey City Medical Center; and

**WHEREAS, John Doyle** coordinated the Jersey City Medical Center Emergency Medical Service response to the September 11, 2001 World Trade Center collapse. Triage units set up in Liberty State Park treated more survivors and first responders than any other hospital; and

**WHEREAS, John Doyle** is very active in organizations that help Jersey City and Hudson County. John has served the Hudson County Chamber of Commerce for ten years, the last three as its chairman. John has had an exemplary career and was a champion in helping people gain access to excellent health care regardless of their ability to pay; and

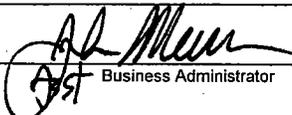
**WHEREAS, John Doyle** has announced his intention to retire after 35 years of dedicated service to the Jersey City Medical Center and the people of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **John Doyle** for his many years of dedicated service to the Jersey City Medical Center and to the people of Jersey City and wishes him many years of health to enjoy his favorite hobbies, watching sports, horse racing and following the stock market.

G:\WPDOCS\JANET\RESOLUTION\RETIRE\DOYLE, JOHN.wpd

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Asst. Corporation Counsel

Certification Required

Not Required

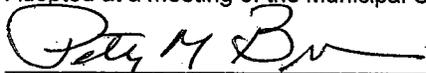
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-073  
 Agenda No. 10.Z.5  
 Approved: JAN 27 2010  
 TITLE:



## RESOLUTION REAPPOINTING MICHAEL J. MALLOY AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 25, 2010, that he has reappointed **Michael J. Malloy**, of 61 Nelson Avenue, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, for a term to commence immediately upon adoption of this resolution and expire on February 1, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Michael J. Malloy** as a member of the **Jersey City Incinerator Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 5-1-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	ABSTAIN			FULOP		✓		VEGA	ABSENT		
LOPEZ	ABSTAIN			RICHARDSON		✓		BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-074

Agenda No. 10.Z.6

Approved: JAN 27 2010

TITLE:



## RESOLUTION REAPPOINTING WILLIAM CHOPEK, JR. AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

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

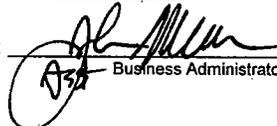
**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 25, 2010, that he has reappointed **William Chopek, Jr.** of 61 Nelson Avenue, Jersey City, New Jersey as a member of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **William Chopek, Jr.** as a member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

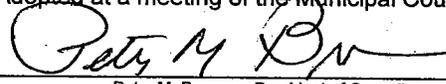
APPROVED 5-1-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	ABSTAIN			FULOP		✓		VEGA	ABSENT		
LOPEZ	ABSTAIN			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. \_\_\_\_\_ Res. 10-075

Agenda No. \_\_\_\_\_ 10.Z.7

Approved: \_\_\_\_\_ JAN 27 2010

TITLE:



## RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR THE BERRY LANE PARK PROJECT

**COUNCIL**  
of the following resolution:

offered and moved adoption

**WHEREAS**, in March 2007, the City of Jersey City (City) executed a cooperation agreement with the Jersey City Redevelopment Agency (JCRA) to conduct various activities pertaining to the Berry Lane Park Project; and

**WHEREAS**, at that time the City gave the JCRA \$500,000 from a capital account so that work could begin at the Berry Lane Park Project; and

**WHEREAS**, the City and the JCRA amended the original cooperation agreement on April 9, 2008, where at that time the City gave JCRA \$3,200,000 from a 2007 Hudson County Open Space Grant and \$1,300,000 from capital funds; and

**WHEREAS**, the City desires to amend its cooperation agreement for the second time with the JCRA to increase the funding available for the Berry Lane Park Project from \$5,000,000.00 to \$7,400,000.00; and

**WHEREAS**, the sources for the additional \$2,400,000 will come from the \$1,200,000 Hudson County Open Space grant awarded on August 14, 2008 and \$1,200,000 in capital funds; and

**WHEREAS**, the City desires to execute an amendment to the City's Berry Lane Cooperation Agreement with the JCRA to enable the JCRA to be reimbursed for expenses it incurs in implementing \$2.4 million in grant funds and capital funds for the Berry Lane Park Project; and

**WHEREAS**, funds in the amount of \$1.2 million are available in Capital Account no. 04-215-55-826-990; and

**WHEREAS**, Hudson County Open Space Inventory Grant funds in the amount of \$1.2 million are available in Account no. 02-213-40-093-314; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

(a) An Amended Cooperation Agreement with the JCRA (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that sufficient funds are available for payment of this resolution in Account no. 04-215-55-826-990 and in Account no. 02-213-40-093-314. PO 99086 + 99087

TITLE: JAN 27 2010

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: B O'Keefe  
Business Administrator

Royal Rodeh  
Assistant Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD			
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-076

Agenda No. 10.Z.8

Approved: JAN 27 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE PHASE II CHRISTOPHER COLUMBUS DRIVE ROADWAY IMPROVEMENT PROJECT 04-002 PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Municipal Council of the City of Jersey City on July 15, 2009 awarded a contract to Zuccaro & Sons, Inc., Garfield, New Jersey for the Phase II Christopher Columbus Drive Roadway Improvement Project 04-002 (Monmouth Street to Washington Street) for the Department of Administration, Division of Engineering, Traffic & Transportation (Resolution No. 09-587); and

**WHEREAS**, as part of the project, existing cobra head street lights on aluminum poles will be replaced with PSE&G (HADCO) decorative street lights; and

**WHEREAS**, PSE&G is the only entity who supplies power in the area; and

**WHEREAS**, PSE&G is the only entity who can furnish, install and maintain the decorative lights; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(l) (f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, and filed with the BPU; and

**WHEREAS**, PSE&G is a public utility company and has submitted a proposal dated November 17, 2009 to purchase and to install the decorative street lights for a total amount of \$119,189.89 in accordance with tariffs or schedules of charges filed with the BPU; and

**WHEREAS**, the sum of \$ 119,189.89 is available from Account No. 04-215-55-860-990 to purchase and install the decorative street lights and the 20% contingency is available from NJDOT Grant Account No. 04-215-55-860-990.

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

1. A contract in the amount of \$ 119,189.89 plus a 20% contingency to purchase and install the decorative street lights is awarded to PSE&G Company.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A: 11-5(l) (f);

City Clerk File No. Res - 10-076

Agenda No. 10.Z.8

JAN 27 2010

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE FURNISHING AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE PHASE II CRHRISTOPHER COLUMBUS DRIVE ROADWAY IMPROVEMENT PROJECT 04-002 PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

3. The Purchasing Agent and Business Administrator are authorized to take such other action as may be necessary to effectuate the purpose of the Resolution.

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

J.A.  
1/21/10

5. Upon notification of an official or employee of the City, authorized to attest that PSE&G has complied with the conditions of the Purchase Order, then payments to PSE&G will be made in accordance with the provisions of the Local Fiscal Affairs Law N.J.S.A. 40A:5-1 et. seq.

I Donna Mauer, Donna Mauer as Chief Financial Officer hereby certify that funds are available for this expenditure in the amounts shown below in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et. seq.

Department of Administration, Division of Engineering, Traffic and Transportation

Account No. 04-215-55-860-990	P.O. # <u>99053</u>	\$ 119,189. 89
Account No. 04-215-55-860-990	P.O. # <u>99054</u>	\$ 23,837. 00
(20 % Contingency)	Total Encumbrance	\$ 143,026. 89

Approved [Signature] 1/14/10  
William R. Goble, P.E., City Engineer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/27/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

Requisition #

0149041

Assigned PO #

## Requisition

**Vendor**  
PUBLIC SERVICE ELECTRIC & GAS  
325 COUNTY ROAD  
SECAUCUS NJ 07094

**Dept. Bill To**  
ENGINEERING  
575 RT. 440  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 RT. 440  
JERSEY CITY NJ 07305

PU450810

**Contact Info**  
DANIEL GORDON  
2015474684

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RESOLUTION	04-215-55-860-990	119,189.89	119,189.89

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREETS LIGHTS FOR THE CHRISTOPHER COLUMBUS DRIVE ROADWAY IMPROVEMENT PROJECT FROM MONMOUTH STREET TO WASHINGTON STREET PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

Requisition Total 119,189.89

Req. Date: 01/11/2010

Requested By: RUTH

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

# CITY OF JERSEY CITY

Requisition #

0149042

Assigned PO #

## Requisition

**Vendor**  
PUBLIC SERVICE ELECTRIC & GAS  
325 COUNTY ROAD  
SECAUCUS NJ 07094

**Dept. Bill To**  
ENGINEERING  
575 RT. 440  
JERSEY CITY NJ 07305

**Dept. Ship To**

PU450810

**Contact Info**  
DANIEL GORDON  
2015474684

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RESOLUTION	0421555860990	23,837.00	23,837.00

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE CHRISTOPHER COLUMBUS DRIVE ROADWAY IMPROVEMENTS PROJECT FROM MONMOUTH STREET TO WASHINGTON STREET PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION. (20% CONTINGENCY)

**Requisition Total 23,837.00**

Req. Date: 01/11/2010

Requested By: RUTH

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

Public Service Electric and Gas Company  
325 County Avenue, Secaucus, NJ 07094

RECEIVED

09 NOV 18 AM 10:42

CITY OF JERSEY CITY  
ENGINEERING  
DIRECTOR'S OFFICE



November 17, 2009

Mr. Dan Gordon  
City of Jersey City  
575 Route 440  
Jersey City, NJ 07305

Dear Dan:

Attached is the contract for the Christopher Columbus Drive streetscape. Below is a breakdown of the costs:

Construction Cost	\$57,142.43
Minus Credit for Bases*	- 9,300.00
Construction Total	\$47,842.43
Pole Upfront Cost	\$43,757.55
Total Construction & Upfront	\$91,599.18
Plus 30.12% for Contributions In Aid of Construction	\$27,589.91
Grand Total	\$119,189.89

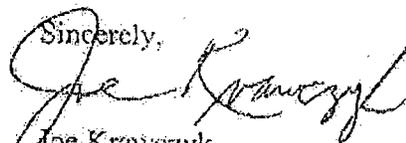
The total monthly leasing cost is \$882.60 for the fixtures, which will be charged to the town's monthly bill.

\*\$310 credit per base x 30 bases.

All materials will be ordered when we receive payment of \$119,189.89. As soon as the payment is received, we will order all materials. Please keep in mind that it takes from 8 to 16 weeks to receive the ordered materials from the manufacturer.

If you have any questions, you can call me at 201-330-6403.

Sincerely,

  
Joe Krawczyk  
Customer Support Consultant

c. Ted Fairfield





80 Park Plaza  
Newark, NJ 07102  
Phone: 973-430-6540  
Fax: 973-643-6063

RECEIVED



09 JUN 16 AM 9:14

CITY OF JERSEY CITY  
ENGINEERING

SCM  
04-062  
Phase I +  
Phase II  
"PSEG-AA"

# Fax

**To:** Dan Gordon - Jersey City Division of Engineering  
**From:** Jeffrey J. Smith

---

**Fax:** (201) 547-4497  
**Date:** June 16, 2009

---

**Phone:**  
**Pages:** 7 including this cover page

---

**Re:** Request for Information  
**CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Dan,

Attached are the following documents you requested in relation to the Christopher Columbus Drive Project: Federal Letter of Approval, Business Registration Certificate, Certificate of Employee Information Report, executed modified Appendix A ADA of 1990 and an executed Exhibit A Mandatory EEO Language.

Since we will not be hiring directly for this project the provisions regarding meeting targeted county employment goals in the Exhibit A Mandatory EEO Language are not applicable

If there is a problem with this fax transmission, please call me at 973-430-6540.

Thanks,

Jeffrey J. Smith - Affirmative Action Compliance Manager

PSEG Services Corporation

80 Park Plaza T-22

Newark, NJ 07102

Office: 973-430-6540

Cell: 609-230-7984

U.S. Department of Labor

Office of Federal Contract  
Compliance Programs  
200 Sheffield Street, Room 102  
Mountainside, New Jersey 07092-2314



**CERTIFIED MAIL**  
7005 1820 0004 0590 6737  
**RETURN RECEIPT REQUESTED**

Reply to the Attention of:

April 8, 2008

Mr. Robert Piano  
Division Manager Palisades  
PSE&G Secaucus  
325 County Avenue  
Secaucus, NJ 07094

Re: Compliance Evaluation of PSE&G Secaucus.  
Case No. R00142347

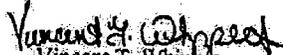
Dear Mr. Piano:

We recently scheduled a compliance evaluation of the equal employment opportunity policies and practices at your establishment located at 325 County Avenue, Secaucus, NJ 07094. During the compliance evaluation we reviewed your Affirmative Action Program (AAP) and support data, and on the basis of our review have determined not to proceed further with the compliance evaluation.

This letter is to notify you that the compliance evaluation has been closed. Please be aware that this has been a review of your AAP and support data, and does not represent a comprehensive evaluation of your employment practices and policies. Accordingly, this closure should not be interpreted as either a finding of compliance, or of noncompliance. We encourage you to continue your efforts towards equal employment opportunity, and your vigorous self-monitoring of both efforts and results.

We appreciate the cooperation and courtesies extended by you and your staff.

Sincerely,

  
Vincent T. Whipple  
District Director  
Mountainside District Office

cc: Jeffrey Smith, AA Compliance Manager  
PSE&G Secaucus  
Human Resources  
80 Park Plaza, T21D  
Newark, NJ 07102-4194

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
TRENTON, N.J. 08646-0992

TAXPAYER NAME: PUBLIC SERVICE ELECTRIC AND GAS COMPANY TRADE NAME:  
 PUBLIC SERVICE ELECTRIC AND GAS COMPANY TRADE NAME:  
 TAXPAYER IDENTIFICATION#: 221-212-8007000 SEQUENCE NUMBER: 0062255  
 ADDRESS: 80 PARK PLAZA, 19A ISSUANCE DATE: 09/08/04  
 NEWARK NJ 07102  
 EFFECTIVE DATE: 07/25/04

FORM BRC(08-01) *Jill S. Eaddy* Director  
 This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

11

2009

11

NEW JERSEY DEPARTMENT OF TREASURY DIVISION OF REVENUE

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 73396

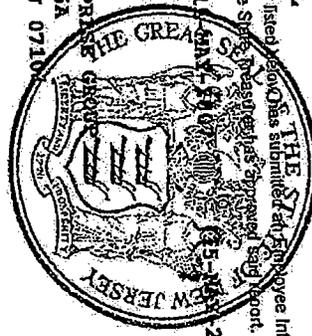
**RENEWAL**

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 of New Jersey has approved said report. This approval will remain in effect for the period of

12 MONTHS FROM 05-15-2010

**PUBLIC SERVICE ENTERPRISE GROUP  
80 PARK PLAZA, WC/715A  
NEWARK NJ 07102**

*Buddy Adler*  
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 there unto, are made a part of this Agreement. In providing the goods and services to the owner pursuant to this Agreement, the contractor agrees that it shall be in strict compliance with the Act. To the extent there is a claim brought alleging a violation of the Act arising out of the goods and services provided by the contractor under the Agreement, the contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any such claim. If any such action or administrative proceeding results in an award of damages against the owner, 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 and shall fully cooperate with the contractor and its representatives in defending any such claim. If the owner fails to do so, it shall negate the contractor's obligation to defend, indemnify, protect and save harmless the owner under this Appendix.

It is expressly agreed and understood that any approval by the owner of the goods and services provided by the contractor pursuant to the Agreement 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 Appendix.

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 under the Act related to the goods and services to be provided. Furthermore, both parties expressly understand and agree that the provisions of this addendum shall in no way limit either party's obligations assumed in the Agreement, nor shall they be construed to relieve either party from any liability, nor preclude either party from taking any other actions available to them under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): JEFFREY J. SMITH  
Representative's Signature: [Signature]  
Name of Company: PEER 50 PARK PLAZA NEWARK  
Tel. No.: 973 430 6540 Date: 6/16/09

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Attn: Audrey Beckham

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: Public Service Enterprise Group
Address: 80 Park Plaza - 1
Telephone No.: 973-430-7000
Contact Name: SUSAN HOGAN - Supplier Diversity Manager

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Large Business

Gas & Electric Utility Services

RECEIVED

Vertical stamp: RECEIVED JUN 29 11:36 AM '09

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 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.

Handwritten notes and stamps at bottom right.