

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

City Clerk File No. Res. 09-914

Agenda No. 10.A

Approved: NOV 10 2009

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 \$298,054,037.

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
20-100	BUSINESS ADMINISTRATOR OE	30,000	37,000
20-112	ARCHITECTURE OE	6,375	9,375
20-134	ACCOUNTS & CONTROL OE	2,320	4,120
26-315	AUTOMOTIVE SERVICES OE	1,118,750	1,318,750
22-197	COMMERCE OE	11,500	14,500
22-198	HOUSING CODE ENFORCEMENT OE	13,500	16,500
21-185	BOARD OF ADJUSTMENT	17,325	22,325
23-210	INSURANCE-ALL DEPTS.	2,347,625	4,347,625
31-430	ELECTRICITY	875,000	1,800,000
31-431	MUNICIPAL STREET LIGHTING	881,250	1,806,250
31-433	OFFICE SERVICES	493,050	543,050
26-305	JERSEY CITY INCINERATOR AUTHORITY	12,000,000	14,500,000
36-478	MUNICIPAL EMPLOYEES PENSION FUND	3,013,985	4,213,985
36-475	EMPLOYEES NON CONTRIBUTORY PENSION	83,000	176,000
36-476	PENSIONED EMPLOYEES	34,000	68,000
36-477	WIDOW & DEPENDENT POLICE-FIRE	400	640
42-400	JERSEY CITY PARKING AUTHORITY	617,000	717,000
	CCTV	3,122,250	3,902,813
	SUBREGIONAL TRANSPORTATION PLANNING	0	71,977
	SENIOR'S FARMERS MARKET	0	3,000
	MUNICIPAL DRUG ALLIANCE	0	302,174
	UEZ-CUSTOMER SKILLS CENTER	0	355,461
	UEZ-HUDSON COMMUNITY ENTERPRISES	0	150,000
	DRUNK DRIVING ENFORCEMENT	0	14,105
	COMPREHENSIVE TRAFFIC SAFETY	0	35,800
	HCOS-COLUMBIA PARK	0	100,000
	HCOS-BERRY LANE PARK EXPANSION	0	1,200,000
	NJDOT FY10 MUNICIPAL AID PROGRAM	0	1,225,887

TITLE:

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. Dealy
 APPROVED: [Signature]
 Business Administrator
 ASST.

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/09											
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

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

City Clerk File No. Res. 09-915
 Agenda No. 10.B
 Approved: NOV 10 2009
 TITLE:



RESOLUTION HONORING JIMMY DUPREE ON THE OCCASION OF HIS RETIREMENT

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

WHEREAS, Jimmy Dupree was born in McClellanville, South Carolina on April 27, 1936. When Jimmy was fifteen years old, he heard a Joe Louis fight broadcast on the radio and began his dream of becoming a professional boxer; and

WHEREAS, in the late 1950's Jimmy went to New York and through trainer Willie Grunes, got involved in amateur boxing. In 1961, after four amateur fights, Dupree turned professional. His early years as a professional were frustrating until he moved to New Jersey and Gary Garafola became his manager; and

WHEREAS, in his first professional bout Jimmy Dupree stopped his opponent, Johnny Pitts after just 26 seconds in the first round. From 1969 - 1971 Jimmy was the number one contender for the light heavyweight championship of North America. Jimmy "The Cat" Dupree had a record of 39 wins, 10 losses and 4 draws during his fourteen year professional career and was inducted into the New Jersey Boxing Hall of Fame; and

WHEREAS, Jimmy Dupree opened a gym in the early 1970's and taught the art of pugilism to hundreds of aspiring boxers. Jimmy Dupree was hired by the Jersey City Department of Recreation and has taught countless youngsters about the sport of boxing and life skills. Jimmy is an inspiration to many both inside the ring and in the streets of Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Jimmy Dupree on the occasion of his retirement and wishes him many years of health and happiness in the future.

APPROVED: _____
 APPROVED: [Signature]
 Business Administrator
 Asst.

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/09											
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

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

City Clerk File No. Res. 09-916

Agenda No. 10.C

Approved: NOV 10 2009

TITLE:



Resolution Celebrating the 80th Anniversary of Saint John's Baptist Church

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, a soul saving station was founded in 1929, by **Reverend Franklin Saunders** with the help of Deacons **B.J. Johnson** and **George Bettison** which later became Saint John's Baptist Church. The church has since continued to flourish and grow. Originally located at 121 York Street, Saint John's Baptist Church has moved several times since its founding. On December 5, 1948, the place of worship moved to its present location at 525 Bramhall Avenue in Jersey City; and

WHEREAS, Saint John's Baptist Church has been blessed with several dedicated spiritual leaders. In February 1941, the church chose **Reverend B.J. Johnson** for the office of Pastor. The church grew rapidly under his leadership; and

WHEREAS, on October 26, 1978, **Reverend R.L. Williams** was installed as Pastor. He gave the church its social motto, "In the Heart of the Community, with the Community at Heart"; and

WHEREAS, **Pastor Sammie L. Hawkins, Jr.** was installed as Pastor on April 7, 1991 and served diligently and faithfully until he departed this life on July 24, 2006; and

WHEREAS, **Reverend Nolan M. Doby** was ordained on July 19, 1999 and was elected as Pastor of St. John's Baptist Church on February 9, 2008. Reverend Doby is committed to his church and to his community. The community activist is a member of several community organizations and professional affiliations.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City and does hereby celebrate the 80th anniversary of the founding of Saint John's Baptist Church. We offer congratulations and best wishes to Reverend Nolan M. Doby and the congregation.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/09											
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.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-917
 Agenda No. 10.D
 Approved: NOV 10 2009
 TITLE:



RESOLUTION CELEBRATING THE 20TH ANNIVERSARY OF THE CATHEDRAL ARTS FESTIVAL AT GRACE CHURCH VAN VORST

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

WHEREAS, Bayla Kallstrom, wife of former rector Scott Kallstrom, began the **Cathedral Arts Festival at Grace Church Van Vorst** in 1989; and

WHEREAS, longtime Harsimus Cove residents, Charles and Anne Kessler assisted the Kallstrom's in reaching out to the growing Jersey City artist community, many of whom were members of Grace Church Van Vorst to launch the **Cathedral Arts Festival**; and

WHEREAS, begun as a way to raise money for the ministries of the church, the **Cathedral Arts Festival** has, over its twenty year history, become the major fund-raising mechanism for the church; and

WHEREAS, the **Cathedral Arts Festival** changes every year depending on the interests of the community. Without the dedication of the community and church members the festival would be impossible; and

WHEREAS, in years past, the festival has featured local musicians, poets and singers, independent film presentations, artist gallery talks and the live creation of pottery by former rector Janet Broderick. A silent auction, using advanced media technology, helps to highlight **Cathedral Arts Festival** events and auction pieces; and

WHEREAS, Grace Church Van Vorst is celebrating 20 years of giving to the community by its support of the **Cathedral Arts Festival**.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby acknowledges and celebrates the **20th Anniversary of the Cathedral Arts Festival at Grace Church Van Vorst** and wishes them many years of continued success.

APPROVED: _____
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

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 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. 09-918

Agenda No. 10.E

Approved: NOV 10 2009

TITLE:



RESOLUTION IN SUPPORT OF ORGAN AND TISSUE DONATION

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

WHEREAS, over 103, 000 Americans are currently on the waiting list for an organ transplant and thousands more need life enhancing tissue transplants; and

WHEREAS, it is urged that all residents register with the state's donor registry, say yes to organ and tissue donation on their driver's license, and share their decision with their friends and family; and

WHEREAS, every year, an estimated 6,000 people die while waiting for organ transplants. One individual who donates after death can provide organs, corneas, skin, bone and tissue for 50 or more people in need; and

WHEREAS, thanks to the life-saving work of medical professionals and researchers, and many others, survival rates for organ recipients continue to rise. The one year survival rate for kidney recipients is 95%, for heart recipients, 85%, for liver recipients, 77%, and for pancreas recipients, almost 77%. Between 1996 and 2001, one year survival rates for lung recipients increased by almost 34%; and

WHEREAS, organ donation saves lives and reflects the compassionate spirit of our City. Individuals may become an organ and tissue donor by registering at www.donatelifenj.org.

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

1. Our City show its support of organ and tissue donation.
2. All residents are strongly urged to help raise awareness of the urgent need for organ and tissue donors.

APPROVED: _____

APPROVED: _____

[Signature]
Business Administrator
11/8/09

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/09							
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

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

City Clerk File No. Res. 09-919

Agenda No. 10.F

Approved: NOV 10 2009



TITLE:
RESOLUTION OF SUPPORT FOR THE COUNTY OF HUDSON TO SUBMIT AN APPLICATION TO THE STATE OF NEW JERSEY GREEN ACRES PROGRAM FOR THE ACQUISITION OF 801 ROUTE 440, JERSEY CITY (BLOCK 1746, LOT E.2) TO EXPAND LINCOLN PARK AND THE RECREATIONAL OPPORTUNITIES FOR ALL RESIDENTS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Green Acres Program provides grants to municipal and county governments for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the County of Hudson desires to further the public interest by obtaining a grant of \$1,650,000 from the New Jersey Green Acres Program to fund the acquisition of the former Hudson Motor Lodge site at 801 Route 440, Jersey City (Block 1746, Lot E.2), at an appraised value of \$3,300,000; and

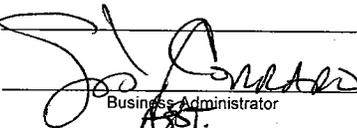
WHEREAS, this acquisition is one of three parcels identified in the Jersey City Recreation and Open Space Master Plan as the Hackensack River Greenway Park Expansion creating a 'Green Gateway' to Jersey City and compliment Jersey City's plans to 'green' the traffic corridors of Route 440 and Routes 1&9; and

WHEREAS, the County of Hudson shall conform with the scope and intent of the New Jersey Green Acres Program; and

WHEREAS, the County of Hudson will use the New Jersey Green Acres Program Grant in accordance with such rules, regulations and applicable statutes.

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

1. That the Municipal Council of the City of Jersey City hereby supports the application of the County of Hudson to apply to the New Jersey Green Acres Program for a grant to acquire the parcel located at 801 Route 440, former site of the Hudson Motor Lodge, for expansion of Lincoln Park to provide open space and recreational opportunities; and
2. That the County of Hudson agrees to comply with all applicable federal, state and local laws, rules and regulations in performance of the acquisition; and
3. That this resolution shall take effect immediately.

APPROVED:  _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Corporation Counsel

Certification Required

Not Required

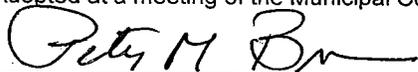
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/09							
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.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-920

Agenda No. 10.6

Approved: NOV 10 2009

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY DESIGNATING BLOCK 792, LOT 242 AT THE SOUTH EAST
CORNER OF CAMBRIDGE AND NORTH STREETS AS AN AREA IN NEED OF
REHABILITATION**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14.a., provides that the governing body of a municipality may, by resolution, determine that a delineated area is an "area in need of rehabilitation" if certain conditions are found to exist within the delineated area; and

WHEREAS, among the conditions precedent to making such a determination is a finding that "more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is more than 50 years old and in need of repair and substantial maintenance;" and

WHEREAS, the Municipal Council sought a review by, and recommendation of, the Jersey City Planning Board, with regard to a determination that the delineated area, known as Block 792, Lot 242 is an area in need of rehabilitation; and

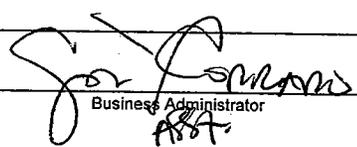
WHEREAS, the Jersey City Planning Board, at its meeting of November 4, 2009, the Planning Board heard sworn testimony from Robert D. Cotter, PP, AICP, Planning Director, to the effect that the Chief Engineer to the Municipal Utilities Authority had submitted a written report confirming that the majority of the water and sewer infrastructure in the Study Area is more than 50 years old and would benefit from a program of repair and substantial maintenance; and

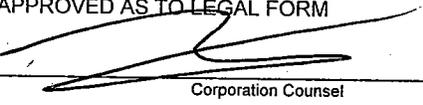
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Block 792, Lot 242 be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Rehabilitation."

Robert D. Cotter, PP, AICP
Planning Director

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

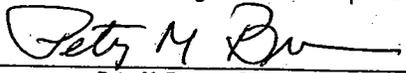
APPROVED 9-0
11/10/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11/10/09							
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.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. _____ Res. 09-921

Agenda No. _____ 10.H



WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES IN CONNECTION WITH THE HACKENSACK RIVER WATERFRONT PARK PROJECT

WHEREAS, the City of Jersey City (City) requires the services of a professional engineering firm in connection with the design and construction of the Hackensack River Waterfront Park Project also referred to as the Marion Greenway Park Project; and

WHEREAS, T&M Associates, 11 Tindall Road, Middletown, New Jersey 07748-2792, submitted the attached proposal dated October 2, 2009 in the amount of \$125,000.00; and

WHEREAS, in accordance with the Pay-to-Play Law, N.J.S.A. 19:44A-20.5, the City in November 2006 publicly advertised a Request For Qualifications (RFQ) for general civil engineering services through the "Fair and Open Process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, T&M Associates submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, T&M Associates is a prequalified engineering firm that can provide the engineering services that the City needs in connection with the Marion Greenway Park; and

WHEREAS, funds in the amount of \$125,000.00 are available in Account No. 04-215-55-208-990 ; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5; and

WHEREAS, T&M Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with T&M Associates to provide engineering services for a total contract amount not to exceed \$125,000.00;
2. The term of the contract shall be six (6) months commencing on the date the contract is executed by the City's Business Administrator;
3. This agreement is awarded without public bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption;

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES IN CONNECTION WITH THE HACKENSACK RIVER FUND PARK PROJECT

*J.A.
11/14/09*

5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5;
6. The award of this contract shall be subject to the condition that T&M Associates provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.
8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto incorporated herein by reference, shall be placed on file with this Resolution.

I, Donna Mauer, hereby certify that the funds in the amount of \$125,000.00 are available in Account No. 04-215-55-208-990 for payment of this Resolution. PO 98514

Donna Mauer
 Donna Mauer, Chief Financial Officer

RR/cw

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: *[Signature]*
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/10/09											
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.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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 T & M Associates (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract T & M Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

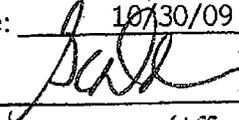
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

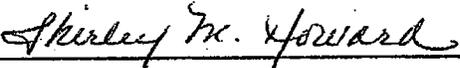
Name of Business Entity: T & M Associates

Signed  Title: President

Print Name Kevin F. Toolan Date: 10/30/09

Subscribed and sworn before me
this 30 day of Oct., 2009.
My Commission expires: June 1, 2013


(Affiant)
Gary C. Dahms, Assistant Secretary
(Print name & title of affiant) (Corporate Seal)



SHIRLEY M. HOWARD
Notary Public of New Jersey
Commission Expires 6/1/2013

**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.

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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Kevin F. Toolan, President
Representative's Signature: 
Name of Company: T & M Associates
Tel No.: (732) 671-6400 Date: 10/30/09

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.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

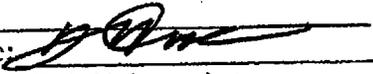
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Kevin F. Toolan, President

Representative's Signature: 

Name of Company: T & M Associates
11 Tindall Road, Middletown, NJ 07748

**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 : T & M Associates
Address : 11 Tindall Road, Middletown, NJ 07748
Telephone No. : (732) 671-6400
Contact Name : Kevin F. Toolan, President

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 09-922

Agenda No. 10.1

Approved: NOV 10 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO MIDPOINT HEALTH CARE SERVICES, INC.

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

WHEREAS, the City of Jersey City (City) requires nursing services to administer H1N1 vaccinations throughout the City by the Department of Health and Human Services (Department); and

WHEREAS, Midpoint Health Care Services, Inc. (MIDPOINT), a Health Care Staffing provider, will provide the City with registered nurses to perform the required services; and

WHEREAS, MIDPOINT agrees to provide the necessary services for an estimated period of ten weeks at a rate of \$49.00 per hour, estimated total contract amount One Hundred Fifty Thousand (\$150,000.00) Dollars; and

WHEREAS, the City will provide MIDPOINT with the contract start date once confirmed by State of New Jersey Department of Health and Senior Services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-To-Play Law); and

WHEREAS, the Director of Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., MIDPOINT has completed and submitted a Business Entity Disclosure Certification which certifies that MIDPOINT has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit MIDPOINT from making any reportable contributions through the term of the contract; and

WHEREAS, MIDPOINT has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, MIDPOINT has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars are available in Account No.02-213-40-011-314; and

TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO MIDPOINT HEALTH CARE SERVICES, INC.

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with MIDPOINT in substantially the form attached, for providing nursing services to administer H1N1 vaccinations throughout the City by the Department of Health and Human Services;
2. MIDPOINT shall be compensated at the rate of \$49.00 per hour and the total estimated amount of the contract is One Hundred Fifty Thousand (\$150,000.00) Dollars for a period ten weeks, approximately;
3. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
5. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;
6. 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 2010 fiscal year permanent budget and State Health Service Grant (H1N1) and;
7. The award of this contact shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$500.00 are available in Account No. 02-213-40-011-314. PO# 98475.

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0
11/10/09

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	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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 #
0147869

Assigned PO #

Requisition

Vendor
MIDPOINT REGISTRY INC
576 CENTRAL AVE
EAST ORANGE NJ 07018

Dept. Bill To
CLINICAL SERVICES
201 CORNELSON AVE
1ST FL
JERSEY CITY NJ 07304

Dept. Ship To: 54

MI366505

Contact Info
ZULMA LAMELA
0000004567

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PROFESSIONAL SERVICES	0221340011314	500.00	500.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE PURPOSE ONLY TO ESTABLISH FUNDING TO PROVIDE NURSING STAFF FOR THE PERIOD OF 10 WEEKS, APPROXIMATELY

TEMPORARY ENCUMBRANCY: \$500.00
TOTAL CONTRACT AMOUNT: \$150,000.00

PAYMENTS WILL BE MADE TIME TO TIME ON PARTIAL PAYMENT VOUCHERS

Requisition Total 500.00

Req. Date: 10/14/2009

Requested By: ZULMA

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

DETERMINATION OF VALUE CERTIFICATION

Harry Melendez, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that the Department of Health and Human Services Needs.
2. The Jersey City Department of Health and Human Services is responsible for providing health services during a public outbreak. These services consist of administering vaccines to all the residents of Jersey City. Therefore, services are needed for temporary hiring of Nursing and support staff to handle the mass vaccinations being distributed throughout the City of Jersey City.
3. The City informally solicited quotations for services as Extraordinary, Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1) (a)(ii).
4. MIDPOINT, a Health Care Staffing provider, will provide Health Care Professionals for long term and per diem, temporary assignments, for all residents of Jersey City as needed.
5. The Department of Health and Human Services recommends awarding the contract to **MIDPOINT, a supplemental staffing agency**
6. The term of the Contract it's for four months.
7. The estimated amount of the Contract exceeds \$17,500.00
8. This certification is made pursuant to N.J.S.A. 19:44a-20.5.
9. I certify that the foregoing statements are true, I am aware that if any of the foregoing Statements made by me are willfully false, I am subject to punishment.

Date: _____

10/30/09

Harry Melendez, Director DHHS

AGREEMENT

This is an Agreement ("Agreement") made as of the 21st day of September, 2009, by and between MIDPOINT HEALTH CARE SERVICES, INC., ("MHCS") and JERSEY CITY HEALTH DEPARTMENT ("Facility").

BACKGROUND

MHCS is in the business of providing supplemental nursing staff to Hospitals and other Health Care Facilities. Facility is a health care facility or institution or individual engaged in health care. Facility desires to engage MHCS to provide supplemental nursing staff to Facility.

TERMS

NOW THEREFORE the parties intending to be legally bound hereby agree as follows:

1. **MHCS DUTIES:** MHCS will provide to Facility such Licensed Practical Nurses, or Registered Nurses (hereafter "Nurses") or Certified Nurse's Aides, (hereafter "CNAs") or other Nursing Personnel (all of the foregoing collectively referred to hereafter as "Personnel") who are employees of MHCS as Facility may request by submission of its monthly needs to MHCS's Coordinators by duly authorized personnel of Facility. Such needs shall, to the extent that they are known to Facility in advance, be submitted to MHCS by the 15th day of the preceding month. MHCS will use its best efforts to fill these and all additional requests of Facility provided that:

(a) Facility shall provide MHCS with prior notice of its need for Personnel by telephone and then by confirming facsimile sent immediately following the telephone orders. If the request of Facility requires a particular employee of MHCS to work in excess of forty (40) hours in any one (1) week based upon that employee's placement at all facilities through MHCS ("Overtime") MHCS shall, prior to scheduling of this person, notify Facility of this fact, and Facility shall inform MHCS whether Facility desires to engage this person or to substitute another.

(b) If any Personnel of MHCS are scheduled to work for Facility for forty (40) hours during a week and Facility desires these same individuals to work time in excess of forty (40) hours during a week, i.e., "Overtime," Facility shall, prior to engagement of these Personnel, notify MHCS thereof by telephone and, immediately thereafter, by confirming facsimile.

(c) MHCS will not assign Personnel to Facility to work time in excess of forty (40) hours in one (1) week except in accordance with subparagraphs (a) and (b) and Facility shall pay MHCS one and one-half times regular rate charged, pursuant to paragraph (8) hereof, for all Overtime. If Facility does not comply with subparagraphs (a) and (b) of paragraph (1) hereof, Facility shall pay MHCS one and one-half times the regular rate in the manner specified in paragraph (8) of this Agreement, for all Overtime incurred.

2. **TERM:** The term of this Agreement shall be one (1) year commencing: October 1, 2009, and shall be automatically renewed for consecutive one (1) year terms unless terminated by either party by giving sixty (60) days notice prior to the end of the term of the then current contract.

3. **QUALIFICATIONS OF PERSONNEL:** Each nurse requested by and assigned to Facility

shall be currently licensed and registered in New Jersey in good standing with the New Jersey State Board of Nursing, have a minimum of one (1) year experience and possess the skills of Critical Care Nurses as recognized by the American Association of Critical Care Nurses (AACCN), or Emergency Department Nurses Associates (EDNA), or Nurses Association of the American College of OB/GYN (NAACOG), or other relevant organizations as subsequently designated by the parties. Nurse's Aides requested by and assigned to Facility shall be certified by the New Jersey Department of Health and have a minimum of one (1) year experience and possess the skills of qualified Nurse's Aides.

a. All Personnel shall provide to MHCS evidence of current training in Cardiopulmonary Resuscitation, Fire Safety and Infection Control, OSHA Regulations, Patients' Rights, HIV Confidentiality and Domestic Abuse.

b. All Personnel shall provide to MHCS evidence of a current physical examination showing they are free of communicable disease, and which otherwise complies with the New Jersey State Public Health Law and regulations.

c. All Personnel shall provide to MHCS proof that they are either citizens of the United States or are in compliance with the Immigration Reform and Control Act of 1986 and any and all applicable immigration laws, rules and regulations.

4. **CONFIDENTIAL INFORMATION:** Facility and MHCS shall require Personnel to respect the confidential nature of all medical information relating to Facility's patients. Facility and MHCS shall ensure that all Personnel comply with all applicable statutes, rules and regulations governing confidentiality and disclosure of AIDS and Human Immunodeficiency Virus related information.

5. **APPROVAL OF ASSIGNED PERSONNEL:** MHCS will only send Personnel who have been approved by Facility for assignment, either as a result of Facility's having personally interviewed the individual, as a result of Facility's review of individual's resume, or on some other basis upon which Facility and MHCS will agree.

MHCS shall maintain a current file on each employee assigned to Facility containing the items referred to in paragraphs 3(a) through 3(c) and shall provide Facility a copy of same within twenty-four (24) hours of a request by Facility.

6. **WAGES, TAXES AND RELATED ITEMS:** MHCS will pay the wages of the Personnel assigned to render services at Facility and MHCS will be responsible for withholding all income and social security taxes from their wages and for paying worker's compensation insurance premiums, state and federal unemployment insurance taxes and employer's share of social security taxes on their behalf. Facility shall not pay wages, overtime, sick leave or vacation pay to any employee of MHCS or withhold from any such Personnel taxes, worker's compensation, disability or unemployment insurance premiums, otherwise required by law to be paid or withheld by any employer to or on behalf of or from an employee.

7. **RIGHT TO DISCHARGE:** Facility shall have the right at all times to discharge any Personnel provided by MHCS if performance of such Personnel is unsatisfactory.

8. **BILLING, PAYMENT AND TIME CARDS:**

a. MHCS will send Facility an invoice each week for all hours worked by MHCS Personnel during the previous week in accordance with the Schedule of Rates, attached hereto as Exhibit A and made a part hereof, and in accordance with the Overtime rate pursuant to paragraph (1) hereof. These rates are subject to increase by MHCS giving Facility thirty (30) days notice prior to the effective date of increase. These rates are subject to increase by mutual agreement between MHCS and Facility.

b. Invoices are payable within thirty (30) days of invoice date. The parties acknowledge that since invoices are principally based upon the number of hours worked, or visits performed, as is appropriate to their assignment, by MHCS's Personnel, MHCS requires each employee to submit weekly a record of work performed during that week. The record is maintained on a card (Time Card) which is certified by the employee as being accurate. However, before the Time Card becomes valid for billing and payroll purposes it must be signed by a Facility representative. When the Facility representative signs a Time Card it verifies that the individual has worked for the Facility for the number of hours listed on the Time Card. Such verification also constitutes acknowledgment that Facility will pay MHCS for those hours when the billing is rendered.

9. **INSURANCE AND LIABILITY:** During the term of this Agreement MHCS will maintain the following insurance coverages:

TYPE	COVERAGE LIMITS
a. Standard Workers Compensation	Statutory
b. Medical Malpractice	\$1,000,000 per occurrence, \$3,000,000 aggregate
c. General Liability Insurance	\$1,000,000 per occurrence, \$3,000,000 aggregate

10. **SOLICITATION OF PERSONNEL:** Except as hereinafter provided, during the term of this Agreement and for one (1) year after its termination Facility agrees not to solicit or hire any of the Personnel supplied by MHCS to work for Facility at any of its locations, divisions or affiliates. However, Facility may hire such Personnel provided by MHCS hereunder at any time upon the payment of a referral fee to MHCS in the amount of 15% of the agreed upon annual salary of employee in question.

11. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of MHCS to provide employment, training, compensation, promotion and other conditions of appointment without regard to race, color, religion, national origin, gender, sexual preference, marital or veteran status, age, or the presence of a non-job related handicap. MHCS will follow this policy in providing Personnel to Facility under the terms of this Agreement.

12. **RIGHT TO SUBCONTRACT:** MHCS may subcontract with other Nurse agencies to meet the staffing needs of Facility, provided that MHCS remains bound by the terms of this Agreement with respect to Nurses from such subcontracting agencies.

13. **ACCESS TO RECORDS:** As required under 42 C.F.R. Part 420 (d) S420.300 et seq., Medicare reimbursement to Facility of costs incurred for subcontractor services under any agreement entered into or renewed after December 5, 1980, MHCS agrees to provide the Secretary of Health and

Human Services, the Comptroller General of the United States, or their duly authorized representatives, access to such books, documents or records of MHCS, as defined in the foregoing Subpart (D), necessary to verify the cost of the services rendered under the aforesaid contracts, provided only that a request therefore is in conformity with said Subpart D. This access shall continue only for a period of four (4) years after the services are furnished.

14. **CONTRACTING PARTIES:** With respect to all work duties and obligations hereunder, it is mutually understood and agreed that MHCS and Facility are independent contracting parties, and shall not be deemed to be joint venturers or partners hereunder. In addition, no employee, agent or servant of one party shall be deemed to be the employee, agent or servant of the other party hereunder.

15. **NOTICES:** Any notice, request, instruction or other document to be given under this Agreement must be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the individual for each party as indicated below:

FACILITY: Nilda Guivas
Coordinator of Community Health
Jersey City Health Department
201 Cornelison Avenue
Jersey City, NJ 07304

MHCS: Margaret Golden
Executive Director
Midpoint Health Care Services, Inc.
576 Central Avenue
East Orange, NJ 07018

16. **GENERAL PROVISIONS:** The following general provisions shall apply to and govern the interpretation and performance of, the parties hereunder:

a. **FORCE MAJEURE:** In the event that either of the parties' usual operations are interrupted, or if the performance of the services to be provided hereunder by either party is delayed or postponed in whole or in part, by reason of acts of God, war, blockage, riots, protests, explosions, fires, or any other cause not within the control of such party, whether related or unrelated, or similar or dissimilar to any of the foregoing, the same shall not constitute a breach of this Agreement, and neither of the parties shall be answerable for or liable in damages for any such postponement or delay.

b. **ADJUDICATION OF BANKRUPTCY:** If any party hereto is adjudicated bankrupt or becomes insolvent, or if any party institutes or consents to any voluntary bankruptcy or other similar arrangement, or if a receiver or trustee is appointed for any similar reason, the other party may terminate this Agreement by delivering written notice to such effect to the other party at least thirty (30) days prior to the effective date of termination.

c. **ASSIGNMENT:** This Agreement shall not be assigned by either party without the prior written consent of the other party.

d. **APPLICABLE LAW:** The validity, enforceability and interpretation of the clauses of this Agreement shall be determined and governed by the laws of the State of New Jersey.

e. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding and agreement between the parties and all prior negotiations, agreements and understanding are superseded hereby.

f. AMENDMENT: This Agreement may be amended only by a written agreement between MHCS and Facility that expressly amends, terminates or supersedes this agreement.

g. BINDING EFFECT: Each of the parties hereto represents and warrants to the other that this Agreement has been duly authorized by proper corporate action and constitutes the legal and binding obligations of such party.

h. NON-WAIVER PROVISION: The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default whether or not of the same or similar nature.

i. SEVERABILITY: If any part of this Agreement is held to be invalid, unenforceable, or illegal, such determinations shall not effect any other provision of this Agreement, and this Agreement shall then be construed as if the impermissible provision had never been contained herein.

j. ARBITRATION: Any dispute under or alleged breach of the terms of this Agreement shall be submitted to arbitration conducted by and under the rules of the American Arbitration Association. Any award therein shall not contravene or vary in any respect any terms of this Agreement. The award of such arbitration shall be final and binding upon the parties and judgment upon such award may be entered in any court having jurisdiction thereof. This provision shall not be construed to prevent, in appropriate circumstances, a party from obtaining injunctive relief to preserve the status quo pending the outcome of arbitration.

k. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings contained in this Agreement are for convenience or reference only and in no way define, limit or extend the scope of the paragraphs or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

FOR MIDPOINT HEALTH CARE SERVICES, INC.

FOR JERSEY CITY HEALTH
DEPARTMENT

By: Caroline M. Barrett
Caroline M. Barrett, President

By: _____
Type name: _____

Date: _____

Date: _____

JERSEY CITY HEALTH DEPARTMENT

EXHIBIT A

SCHEDULE OF RATES

Registered Nurse.....	\$49.00 per hour
Licensed Practical.....	\$45.00 per hour

Holidays will be at time and one-half times the regular rate and will be the same as those observed by Facility.

If Facility wishes to utilize any given nurse's time in such a way that he or she will have worked a total of more than forty hours (40) in one (1) week MHCS shall bill for the hours in excess of forty hours (40) at the rate of time plus one-half, (Overtime) regardless of whether the hours in question were all or only in part worked at Facility. It shall be MHCS's responsibility to inform Facility at the time the nurse is requested that the hours being requested will result in Overtime. Should Facility engage nurse directly in Overtime hours, intentionally or otherwise, without previously informing MHCS in time to avoid the accrual of Overtime, Facility will be charged accordingly.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

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
Email Address: abuanJ@jcnj.org

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, notice 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' representatives 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.

EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expressions, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee information report
- Employee information Report Form AA302

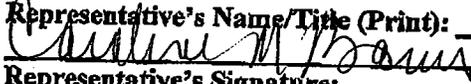
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Caroline M. Barrett

Representative's Signature: 

Name of Company: Midpoint Health Care Service

Tel. No.: 973 672-3833 Date: 10/08/09

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

The contractor and the Jersey City Hlth. Dept. of The City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

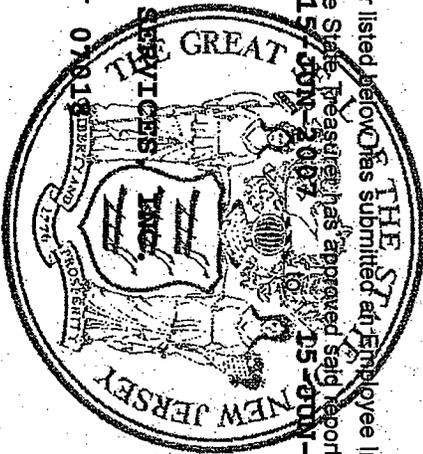
Representative's Name/Title Print): Caroline M. Barrett
Representative's Signature: *Caroline M. Barrett*
Name of Company: Midpoint Health Care Services, Inc.
Tel. No.: 973-672-3833 **Date:** 10/08/09

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification **3583**

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 **15-001-2007** to **15-001-2010**

MIDPOINT HEALTH CARE SERVICES
576 CENTRAL AVENUE
EAST ORANGE NJ 07019



Bradley Adelman

State Treasurer

**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: Midpoint Health Care Services, Inc.

Address: 576 Central Ave. East Orange, NJ 07018

Telephone No.: 973-672-3833

Contact Name: Samuel Reyes

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

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**

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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.

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Address: 576 Central Ave. East Orange, NJ 07018

Telephone No.: 973-672-3833

Contact Name: Samuel Reyes

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 288
TRENTON, NJ 08646-0288

TAXPAYER NAME:

MIDPOINT HEALTH CARE SERVICES, INC.

TAXPAYER IDENTIFICATION#:

222-448-4141/000

TRADE NAME:

SEQUENCE NUMBER:

0474500

ISSUANCE DATE:

09/30/04

ADDRESS:

576 CENTRAL AVE
E ORANGE NJ 07018

EFFECTIVE DATE:

03/28/83

FORM-BRC(08-01)

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

Acting Director

John S. Kelly

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>**

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

**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 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 Philip J. Kenny for Council | 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                        |
|------------------------------|-------------------------------------|
| Charles Spear Trust          | 75 Maiden Lane , New York, NY 10038 |
| Caroline M. Barrett          | 75 Maiden Lane, New York, NY 10038  |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |

**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: Midpoint Health Care Services, Inc.

Signature of Affiant: *Caroline M. Barrett* Title: President

Printed Name of Affiant : Caroline M. Barrett Date: 10/08/09

Subscribed and sworn before me this 8 day  
of Oct., 2009

*Samuel Reyes*  
(Witnessed or attested by)

(Seal)

SAMUEL REYES  
A. Notary Public of New Jersey  
No. 2196936

My Commission Expires January 18, 2012

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

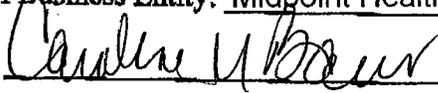
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Midpoint Health Care Services, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10/08/2008 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Midpoint Health Care Serv. (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: Midpoint Health Care Services, Inc.

Signed:  Title: President

Print Name: Caroline M. Barrett Date: 10/08/09

  
Subscribed and sworn before me  
this day 8 of Oct, 2009

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

**SAMUEL REYES**  
A. Notary Public of New Jersey  
No. 2196936  
My Commission Expires January 18, 2012

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance

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

City Clerk File No. Res. 09-923

Agenda No. 10.J

Approved: NOV 10 2009

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PROGRESSIVE NURSING STAFFERS OF NEW JERSEY, INC.**

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

**WHEREAS**, the City of Jersey City (City) requires nursing services to administer H1N1 vaccinations throughout the City by the Department of Health and Human Services (Department); and

**WHEREAS**, Progressive Nursing Staffers of New Jersey, Inc. (PROGRESSIVE), a Health Care Staffing provider, will provide the City with registered nurses to perform the required services; and

**WHEREAS**, PROGRESSIVE agrees to provide the necessary services for an estimated period of ten weeks at a rate of \$49.00 per hour, estimated total contract amount One Hundred Fifty Thousand (\$150,000.00) Dollars; and

**WHEREAS**, the City will provide PROGRESSIVE with the contract start date once confirmed by State of New Jersey Department of Health and Senior Services; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-To-Play Law); and

**WHEREAS**, the Director of Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., PROGRESSIVE has completed and submitted a Business Entity Disclosure Certification which certifies that PROGRESSIVE has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit PROGRESSIVE from making any reportable contributions through the term of the contract; and

**WHEREAS**, PROGRESSIVE has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, PROGRESSIVE has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars are available in Account No.02-213-40-011-314; and

**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PROGRESSIVE NURSING STAFFERS OF NEW JERSEY, INC.**

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with PROGRESSIVE, in substantially the form attached, for providing nursing services to administer H1N1 vaccinations throughout the City by the Department of Health and Human Services;
2. PROGRESSIVE shall be compensated at the rate of \$49.00 per hour and the total estimated amount of the contract is One Hundred Fifty Thousand (\$150,000.00) Dollars for a period ten weeks, approximately;
3. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
5. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;
6. 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 2010 fiscal year permanent budget and State Health Service Grant (H1N1) and;
7. The award of this contact shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$500.00 are available in Account No. 02-213-40-011-314. PO# 98476.

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

# CITY OF JERSEY CITY

Requisition #

0147962

Assigned PO #

## Requisition

RECEIVED  
City of Jersey City  
Procurement  
2009-10-20 11:54

**Vendor**  
PROGRESSIVE NURSING STAFFERS  
OF NEW JERSEY INC  
5531 B HEMPSTEAD WAY  
SPRINGFIELD NJ 22151  
PR449295

**Dept. Bill To**  
CLINICAL SERVICES  
201 CORNELSON AVE  
1ST FL  
JERSEY CITY NJ 07304

**Dept. Ship To**  
2009-10-20 11:54

**Contact Info**  
ZULMA LAMELA  
0000004567

| Quantity | UOM | Description           | Account       | Unit Price | Total  |
|----------|-----|-----------------------|---------------|------------|--------|
| 1.00     | EA  | PROFESSIONAL SERVICES | 0221340011314 | 500.00     | 500.00 |

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE  
PURPOSE ONLY TO ESTABLISH FUNDING TO PROVIDE  
NURSING STAFF FOR THE PERIOD OF 10 WEEKS,  
APPROXIMATELY

TEMPORARY ENCUMBRANCY: \$500.00  
TOTAL CONTRACT AMOUNT: \$150,000.00

PAYMENTS WILL BE MADE TIME TO TIME ON PARTIAL  
PAYMENT VOUCHERS

Requisition Total 500.00

Req. Date: 10/20/2009

Requested By: ZULMA

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

Buyer Id:

**This Is Not A Purchase Order**

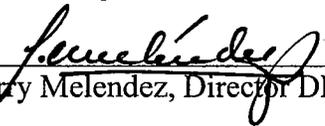
## DETERMINATION OF VALUE CERTIFICATION

Harry Melendez, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that the Department of Health and Human Services Needs.
2. The Jersey City Department of Health and Human Services is responsible for providing health services during a public outbreak. These services consist of administering vaccines to all the residents of Jersey City. Therefore, services are needed for temporary hiring of Nursing and support staff to handle the mass vaccinations being distributed throughout the City of Jersey City.
3. The City informally solicited quotations for services as Extraordinary, Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1) (a)(ii).
4. PROGRESSIVE, a Health Care Staffing provider, will provide Health Care Professionals for long term and per diem, temporary assignments, for all residents of Jersey City as needed.
5. The Department of Health and Human Services recommends awarding the contract to **PROGRESSIVE, a supplemental staffing agency**
6. The term of the Contract it's for four months.
7. The estimated amount of the Contract exceeds \$17,500.00
8. This certification is made pursuant to N.J.S.A. 19:44a-20:5.
9. I certify that the foregoing statements are true, I am aware that if any of the foregoing Statements made by me are willfully false, I am subject to punishment.

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

10/30/09

  
\_\_\_\_\_  
Harry Melendez, Director DHHS

# Temporary Staffing Agreement

This Agreement is effective as of the 1<sup>st</sup> Day of October 2009 ("Effective Date") by and between Progressive Nursing Staffers of New Jersey, Inc. ("PROGRESSIVE") and Progressive Nursing Travel, Inc. and The Health Department of Jersey City, Department of Health and Human Services ("CLIENT").

Whereas, CLIENT in maintaining acceptable staffing limits within its facility periodically finds it necessary to supplement its Nurses (RNs and or LPNs) and/or Allied Health Professionals, (collectively, Health Care Professionals) through the use of temporary personnel; and

Whereas, PROGRESSIVE, as a Health Care staffing provider, desires to contract with CLIENT to provide Health Care Professionals for long term and per diem, temporary assignments to CLIENT, as needed.

Now therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

## ARTICLE I: Qualifications of Health Care Professionals

A. Subject to the availability of qualified personnel, PROGRESSIVE will provide HOSPITAL with Health Care Professionals who have met the credentialing and hiring standards as established by PROGRESSIVE and required by state law. Health Care Professional employment files shall be maintained by PROGRESSIVE and will include:

- A completed and signed PROGRESSIVE employment application;
- A completed and signed clinical skills competency checklist;
- A minimum of two professional references within the last two years;
- A valid license to practice as a Health Care Professional in the State of \_\_\_\_\_, or a certificate or registration as applicable;
- A minimum of two (2) years recent, verifiable experience in any specialty area where Health Care Professional will be assigned;
- A pre-employment physical and subsequent statement of good health, issued within the last twelve months indicating the Health Care Professional is in good health and free from communicable disease, including PPD, MMR, Varicella and Hepatitis B, which will remain valid through the term of the assignment;
- A current CPR or BCLS card issued within the last twenty-four months which will remain valid through the term of the assignment;
- Certificates or other written documentation verifying any applicable clinical expertise and training;
- Completed I-9 form with copies of supporting documentation as required by federal law;
- Documentation of annual core competency requirements; including universal precautions/ bloodborne pathogens as safety guidelines established by OSHA
- Pre-employment criminal background checks and/or drug screens on new employees;

It is Progressive's policy that all Health Care Professionals carry their current state license and CPR card while on assignment.

CLIENT may have reasonable access to the PROGRESSIVE hiring standards and/or the credentials of any PROGRESSIVE Health Care Professional providing services under this Agreement.

## **ARTICLE II: Responsibilities of PROGRESSIVE**

- A. All Health Care Professionals assigned to CLIENT are employees of PROGRESSIVE and will remain so unless hired by CLIENT as outlined in Section IX, B.
- B. PROGRESSIVE will designate a PROGRESSIVE employee to act as a "Staffing Specialist" who will remain available as a liaison to CLIENT for coordinating and scheduling services to be provided under this Agreement.
- C. PROGRESSIVE Health Care Professionals will comply with all applicable CLIENT policies and procedures, including the completion of CLIENT'S orientation program, if applicable. PROGRESSIVE Health Care Professionals will also provide services in compliance with all applicable federal and state laws and regulations to which their services are subject.
- D. PROGRESSIVE shall not subcontract with another agency or staffing service to provide Health Care Professionals to CLIENT without providing prior notice to CLIENT.
- E. PROGRESSIVE Health Care Professionals shall accept assignments as designated by the Hospital. PROGRESSIVE Health Care Professionals will work the mutually agreed shifts as arranged between Hospital, PROGRESSIVE and the Health Care Professional. Nurses will float to areas within their scope of practice. The PROGRESSIVE Health Care Professional will abide by this prearranged schedule unless excused due to accident, illness or similar event that would excuse any Hospital or PROGRESSIVE Health Care Professional from reporting to duty in such a situation. In the event a Health Care Professional does cancel for any reason, PROGRESSIVE will make every effort to provide an acceptable replacement.
- F. PROGRESSIVE will assist CLIENT in its efforts to comply with The Joint Commission or any other applicable accrediting bodies standards regarding the use of supplemental staffing in its facility. Progressive will cooperate with CLIENT in meeting the accrediting body standards regarding evaluation of supplemental staffing.
- G. When reports of unexpected incidents, errors or other unexpected events are received from CLIENT, PROGRESSIVE will promptly document, track and follow up with CLIENT and Health Care Professional.

## **ARTICLE III: Responsibilities of HOSPITAL**

- A. CLIENT will designate a CLIENT employee to act as a contact person who will remain available as a liaison to PROGRESSIVE for coordinating and scheduling services to be provided under this Agreement.
- B. CLIENT will provide an orientation to the Health Care Professionals. CLIENTN will also maintain responsibility for clinical supervision and direction of PROGRESSIVE Health Care Professionals with regard to day to day staffing and nursing objectives.

- C. CLIENT may immediately terminate the services of a Health Care Professional who fails to perform within the reasonable expectations of CLIENT or fails to follow CLIENT policies for patient care. CLIENT agrees to notify PROGRESSIVE immediately. Under these circumstances, CLIENT will compensate PROGRESSIVE only for time actually worked by Health Care Professional. Additionally, CLIENT may then notify PROGRESSIVE of its intent to terminate the particular assignment.
- D. CLIENT will, within twenty-four (24) hours of any incident, provide written documentation to PROGRESSIVE relating to any Health Care Professional that falls below the standards set forth in CLIENT policy relating to satisfactory performance or relating to any PROGRESSIVE Health Care Professional that is asked by CLIENT to leave an assignment
- E. CLIENT will provide written evaluations for each PROGRESSIVE Health Care Professional based upon the CLIENT job description and will forward a copy of such evaluation at the end of each Health Care Professionals assignment. CLIENT acknowledges that the written evaluation of each employee is essential to monitoring and maintaining professional standards.
- F. CLIENT shall communicate orally and in writing all information received at CLIENT regarding any work related injury to a PROGRESSIVE Health Care Professional. Notice shall be provided to the **PROGRESSIVE Branch Director** within twenty-four (24) hours of the injury or, should the injury occur on a weekend, the injury report must be submitted on the next business day.

**ARTICLE IV: Per Diem Staffing**

*If HOSPITAL is contracting for Per Diem Services, the following additional terms will apply:*

- A. Unless otherwise agreed by the parties in advance of the assignment, PROGRESSIVE recognizes four, eight and twelve hour assignment increments only. Due to census fluctuation, Hospital may request PROGRESSIVE Health Care Professionals to extend their assignment or terminate their assignments early. Such a request will be acceptable to PROGRESSIVE only when mutually agreed to by Hospital and Health Care Professional. In absence of such agreement, PROGRESSIVE Health Care Professionals will work only the schedule initially assigned.
- B. Hospital will provide PROGRESSIVE with a minimum of two (2) hours notice for the cancellation of an assignment. Where a minimum of two (2) hours cancellation notice is not received by PROGRESSIVE, Hospital agrees to compensate PROGRESSIVE for four (4) hours of the cancelled assignment where the Health Care Professional arrives on site, but only two (2) hours where the Health Care Professional is able to be notified prior to arrival. The following specified times are PROGRESSIVE recognized cut off times for cancellations:

| <u>Shift</u>           | <u>Cancellation Deadline</u> |
|------------------------|------------------------------|
| 7:00 a.m. – 3:30 p.m.  | 5:00 a.m.                    |
| 3:00 p.m. – 11:30 p.m. | 1:00 p.m.                    |
| 11:00 p.m. – 7:30 p.m. | 9:00 p.m.                    |
| 7:00 a.m. – 7:30 p.m.  | 5:00 a.m.                    |

7:00 p.m. – 7:30 a.m.

5:00 p.m.

It will be the responsibility of PROGRESSIVE to contact the PROGRESSIVE HEALTH CARE PROFESSIONAL scheduled for Hospital assignment prior to their reporting times. If the above cancellation deadlines are adhered to, Hospital will not incur any liability for a previously canceled Health Care Professional who mistakenly reports to Hospital for assignment.

#### **ARTICLE V: Contract Staffing**

*PROGRESSIVE is able to provide contract staffing support through both local and National Travel professionals. Contract assignments (4-13 weeks in duration, at a minimum of 24 hours per week) are not cancelable by the hospital and the following additional terms will apply:*

- A. CLIENT shall screen, interview and accept Health Care Professionals that it deems qualified and inspect the Health Care Professionals licenses. CLIENT shall complete this process in a timely manner and notify PROGRESSIVE of the starting date, unit, shift and orientation schedule of each PROGRESSIVE Health Care Professional contracted under this Agreement. CLIENT assumes final responsibility for determining that the Health Care Professional meets CLIENT standards and satisfying itself of the acceptability of the skills, capabilities and experience of the Health Care Professional.
- B. The hours per week of an assignment will be specified by CLIENT and communicated to PROGRESSIVE as specified in the Local Travel Agreement for each Health Care Professional selected. Upon assignment CLIENT shall continue to offer Health Care Professional the amount of designated hours of work during the assignment. Overtime hours or assignment extensions may be offered at CLIENT'S discretion, upon agreement of Health Care Professional, and notification of PROGRESSIVE. Local Travel contract assignments will automatically renew unless notification is received by PROGRESSIVE at least fifteen (15) days prior to the end of the assignment. Any "ON-CALL" TIME does not count towards the minimum contracted hours above. CLIENT will verify each Health Care Professional's time record and fax verified hours to PROGRESSIVE every Monday.
- C. CLIENT will assign PROGRESSIVE Nurses for a minimum of 36 to 40 hours per week or a total of 80 hours during a two-week pay period depending upon the hospital's policy. CLIENT may request that Nurse float to another department within Nurses' skills and qualifications or to another CLIENT within CLIENT'S network; however, PROGRESSIVE must be notified in writing of other locations for possible assignments of its Nurse. All "On-Call" time is billed at ¼ of the hourly bill rate until called in; at which time, straight time is billed at the appropriate hourly rate. Any "ON-CALL" TIME does not count towards the minimum contracted hours above.
- D. Should CLIENT "call-off" any Nurse during the term of assignment and not provide the minimum weekly or bi-weekly scheduled hours, CLIENT will use best efforts to assure the "call-off" time is made up during the week or by the end of the Nurses' assignment. All "call-off" time will be billed at PROGRESSIVE's standard billing rate
- E. If CLIENT is unable to provide work for a Nurse for the entire duration of an assignment, CLIENT agrees to compensate PROGRESSIVE for its reasonable costs, including those incurred by PROGRESSIVE for housing and travel accommodation charges.

- F. CLIENT agrees that any extensions to assignments being carried out by PROGRESSIVE Health Care Professionals will be carried out by the Health Care Professional under the employment of PROGRESSIVE. If a Health Care Professional is offered and accepts employment with the CLIENT after an assignment ends, the CLIENT may be subject to payment of a finder's fee, as outlined in Article IX, B.

### ARTICLE VI: Compensation

- A. CLIENT will compensate PROGRESSIVE for each Health Care Professional assigned to CLIENT at the rates designated prior to the start of services. The current rate schedule is provided in attachment A. Unless otherwise agreed, all orientation time shall also be paid by CLIENT at the applicable hourly rates.

**Based on market conditions and the availability of qualified staff, PROGRESSIVE may from time to time amend its compensation rates. Notice of any rate adjustments will be provided to CLIENT prior to their effective date.**

- B. CLIENT will verify and sign each employee's time record. PROGRESSIVE will invoice CLIENT on a weekly basis. PROGRESSIVE'S workweek runs Sunday through Saturday. Each week commences on Sunday at 7:00 a.m. and concludes at 6:59 a.m. the following Sunday. Weekends are billed from 3PM Friday to 7AM Monday.
- C. CLIENT agrees to compensate PROGRESSIVE at one and one half times the hourly rates agreed upon for any Health Care Professionals who work at CLIENT in excess of forty (40) hours per week. Additionally, CLIENT agrees to compensate PROGRESSIVE at one and one half times the hourly rates for any Health Care Professional who works the following  
Holidays:  
New Year's Eve                      Memorial Day                      Christmas Eve  
4<sup>th</sup> of July                              Labor Day  
Family Holiday's as below, are billed at double the applicable hourly rates:  
New Year's Day                      Thanksgiving Day                      Christmas Day  
All holidays are billed starting at 11PM the day before the holiday and end 11PM the day of the holiday.

- D. PROGRESSIVE will invoice CLIENT on a weekly basis. Unless otherwise agreed, all invoices will be sent to: Hospital's Billing/Accounting Department, Attention: Credit Manager, at the following address: \_\_\_\_\_

---

Unless a written dispute is received by the Accounting Department at the following address: 5531 B Hempstead Lane, Springfield, VA 22151 within ten days of the receipt of the invoice, PROGRESSIVE will consider the invoice valid and due in full within thirty (30) days from the date of the PROGRESSIVE invoice. All billing questions should be directed to PROGRESSIVE'S Accounting Department Attention: Credit Manager at (703) 750-3643

PROGRESSIVE will charge interest on any delinquent accounts. Interest charges will be at a rate of 1 ¼% each month (15% per year). A delinquent account is defined to be any account over due by thirty-one (31) days or more from the date of invoice. In the event it becomes necessary for PROGRESSIVE to institute collection proceedings to collect a delinquent account(s), whether or not formal legal action is instituted, CLIENT will reimburse Progressive for all costs of Collection, including but not limited to, reasonable attorneys fees, filing fees, court and other costs of collection.

- E. As an employer, PROGRESSIVE will remain responsible to pay each Health Care Professional assigned to CLIENT for all hours worked and reported by CLIENT. PROGRESSIVE will also remain responsible for withholding federal and state income taxes, payment of Federal Social Security and Medicare taxes, payment of applicable unemployment insurance and maintenance of worker's compensation insurance, as required by law. Upon request PROGRESSIVE will provide CLIENT with evidence of its compliance with these terms and agrees to indemnify and hold CLIENT harmless from any and all claims by Health Care Professional which may arise under this paragraph.

#### **ARTICLE VII: Term and Termination**

- A. This Agreement shall become effective on the Effective Date and shall continue for a one (1) year period. Following the expiration of the initial one (1) year term, the contract will automatically renew for successive one (1) year periods unless otherwise terminated by one of the parties.
- B. Notwithstanding paragraph A either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice, unless CLIENT fails to pay its invoices under the terms of this Agreement, in which case Progressive has the right to terminate this Agreement immediately.

#### **ARTICLE VIII: Indemnification and Insurance**

- A. Each party agrees to hold harmless and indemnify the other party and their respective assigns, from and against any liabilities, losses, claims, damages, obligations, deficiencies, judgements, amounts paid in settlement of any suits, actions, claims, proceeding or investigations, cost and expense (including, but not limited to, interest, penalties, cost of investigation, reasonable attorneys fees and accountant fees and disbursements), suffered, sustained, incurred or required to be paid with respect to any and all claims and expenses arising out of or resulting from the indemnifying party's negligent acts or omissions including those acts of its employees or agents. PROGRESSIVE shall not be liable for any indemnification to the extent its liability arises while its employees are acting under the direction of CLIENT'S employees or under CLIENT'S policies and procedures. The parties agree to cooperate with each other in any action or threat of action, which may arise from services provided under this Agreement.
- B. PROGRESSIVE and CLIENT shall each maintain general liability insurance of at least \$1,000,000. In addition, both shall maintain professional liability insurance in no less than \$1,000,000 per occurrence and \$3, 000,000 in the aggregate, and Worker's Compensation insurance for all Health Care Professionals, in no less than the minimum amounts required by law. Each party will provide the other with certificates of insurance, upon request, along with at least ten (10) days prior notice of any material changes, non-renewal or cancellation of such policies.

## ARTICLE IX: General Terms

- A. **Compliance with Laws**. Neither CLIENT nor PROGRESSIVE will discriminate against any Health Care Professional or patient on the basis of sex, race, creed, color, age, religion, national origin, handicap or medical diagnosis. Both parties further agree to comply with the applicable provisions of the Civil Rights Act of 1964, the American's with Disabilities Act and the applicable state anti-discrimination laws.
- B. **Non-Solicitation**. CLIENT recognizes the rights of PROGRESSIVE as an employer of Health Care Professionals. During the term of this Agreement, CLIENT will not directly solicit or employ any Health Care Professionals referred by Progressive without providing advance written notice and payment of a finder's fee. In acknowledgement of the costs to Progressive for recruiting, training and retention of its Health Care Professionals, CLIENT will pay Progressive a fee of \$5,000 for each Health Care Professional hired under this Agreement.
- C. **Confidentiality**. The parties understand and agree that the terms of this Agreement shall be kept confidential unless disclosure is required by law, or the parties consent to disclosure in writing. All methods and mode of conduct of the business of each party is to be kept confidential and not disclosed to any other party or used in whole or in part without express written permission.
- D. **Governing Law**. This Agreement shall be deemed to have been made and shall be interpreted in accordance with the internal laws of the State of New Jersey without regard to its conflicts of Laws provisions.
- E. **Amendment**. With the exception of Article VI A, this Agreement may be amended only by a written agreement signed by each party.
- F. **Compliance with Terms**. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition.
- G. **Notices**. Notices or other communications required under this Agreement shall be in writing, personally delivered, and sent via United States certified mail, return receipt requested or sent via nationally recognized overnight carrier or facsimile, with delivery confirmation.
- H. **Entire Agreement**. This Agreement consists of eight (8) pages, plus any attachments hereto, constitutes the entire understanding of the parties. This Agreement supersedes all prior written or oral agreements between the parties.

**ARTICLE X: Signatures**

In WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the dates written below.

Signing with Authority for  
**PROGRESSIVE NURSING STAFFERS  
OF NEW JERSEY, INC.:**

Signing with Authority for  
**HEALTH DEPARTMENT OF JERSEY CITY:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

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

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

Revised: Oct 2008

201-547-4569 fax copy

mail the original

to: DHHS

201 Cornelison Ave

1st Floor

Jersey City, NJ 07304

# EEO/AFFIRMATIVE

# ACTION

Attn: Sulma Lamela

# REQUIREMENTS

## Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

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  
Email Address: abuanJ@jcnj.org

## 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, notice 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' representatives 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 Goods 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.

**EXHIBIT A (Cont.)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expressions, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee information report
- Employee information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): James Barron V.P.  
Representative's Signature: [Signature]  
Name of Company: Progressive Nursing Staffers of New Jersey, Inc.  
Tel. No.: 903-750-3991 Date: 10/8/09.

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: James Narron V.P.  
Representative's Signature: [Signature]  
Name of Company: Progressive Nursing Staffers of New Jersey, Inc.  
Tel. No.: 703-750-3991 Date: 10/8/09

**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: 04-1435442

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 765

4. COMPANY NAME: Progressive Nursing Staffers of New Jersey, Inc.

5. STREET: 5531 Hempstead Way Ste B CITY: Springfield COUNTY: Fairfax STATE: VA ZIP CODE: 22151

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 9

10. PUBLIC AGENCY AWARDING CONTRACT: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
|-------------------|---------------|-------------|-------------------------------|
|                   |               |             |                               |

**SECTION B - EMPLOYMENT DATA**

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

| JOB CATEGORIES                                 | ALL EMPLOYEES                    |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |                 |       |             |                    |          |                 |       |             |
|------------------------------------------------|----------------------------------|----------------|------------------|----------------------------------------------------|----------|-----------------|-------|-------------|--------------------|----------|-----------------|-------|-------------|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3) | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |                 |       |             | ***** FEMALE ***** |          |                 |       |             |
|                                                |                                  |                |                  | BLACK                                              | HISPANIC | AMER.<br>INDIAN | ASIAN | NON<br>MIN. | BLACK              | HISPANIC | AMER.<br>INDIAN | ASIAN | NON<br>MIN. |
| Officials/Managers                             |                                  |                |                  |                                                    |          |                 |       | 5           | 1                  |          |                 |       |             |
| Professionals                                  |                                  |                |                  | 42                                                 | 4        |                 | 2     | 44          | 402                | 6        | 3               | 19    | 11          |
| Technicians                                    |                                  |                |                  |                                                    |          |                 |       |             |                    |          |                 |       |             |
| Sales Workers                                  |                                  |                |                  |                                                    |          |                 |       |             |                    |          |                 |       |             |
| Office & Clerical                              |                                  |                |                  |                                                    |          |                 |       |             |                    |          |                 |       |             |
| Craftworkers (Skilled)                         |                                  |                |                  | 1                                                  |          |                 | 1     | 6           | 5                  | 4        |                 |       | 18          |
| 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:  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 10/1/09 To: 10/10/09

14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): Velma M. George SIGNATURE: Velma M. George TITLE: HR DATE: 10/15/2009

17. ADDRESS NO. & STREET: 5531 Hempstead Way, Ste B CITY: Springfield COUNTY: Fairfax STATE: VA ZIP CODE: 22151 PHONE (AREA CODE, NO., EXTENSION): (703) 700-3991

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

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

**ITEM 8** - If "Multi-establishment" was entered in Item 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 AWARDED THE CONTRACT AND FORWARD A COPY TO:

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

**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: Progressive Nursing Staffers of New Jersey,  
Address: 5531 B. Hempstead Way/Springfield, VA Inc.  
Telephone No.: 703-750-3991 22151  
Contact Name: James Naron

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

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: Progressive Nursing Staffers of New Jersey, Inc.

Address: 5531 B Hempstead Way / Springfield, VA 22151

Telephone No.: 703-750-3991

Contact Name: James Narron

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned Business (WBE)

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

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:** PROGRESSIVE NURSING STAFFERS OF NEW JERSEY, INC.  
**Trade Name:**  
**Address:** 622 EAGLE ROCK AVE  
WEST ORANGE, NJ 07052  
**Certificate Number:** 0868750  
**Effective Date:** August 12, 1999  
**Date of Issuance:** October 20, 2009

**For Office Use Only:**  
20091020151730272

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

**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 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 Philip J. Kenny for Council | 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 |
|------------------------------|--------------|
| John Gary Hughes             |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: Progressive Nursing Staffers of New Jersey, Inc.  
 Signature of Affiant: [Signature] Title: V.P.  
 Printed Name of Affiant: James Narron Date: 10/12/09

Subscribed and sworn before me this 12<sup>th</sup> day  
 of October, 2009.

[Signature]  
 (Witnessed or attested by)

My Commission expires 6/30/2011

(Seal)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Progressive Nursing Staffers of New Jersey, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Progressive Nursing Staffers of New Jersey, Inc.  
Signed: [Signature] Title: Vice President  
Print Name: James Narron Date: 10/12/09

[Signature]  
Subscribed and sworn before me  
this day 13<sup>th</sup> of Oct, 2009.

(Affiant)

My Commission expires:  
My Commission Expires 6/30/2011

(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

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

City Clerk File No. Res. 09-924

Agenda No. 10.K

Approved: \_\_\_\_\_

## WITHDRAWN



TITLE:

RESOLUTION AWARDING PROFESSIONAL SERVICES AGREEMENTS TO ATTORNEYS-AT-LAW OF THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR THE 2010 FISCAL YEAR

COUNCIL  
Resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, the prior professional services agreements expired on June 30, 2009; and

WHEREAS, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

WHEREAS, each attorney will enter into a professional services agreement with the City of Jersey City to serve as a Public Defender for a period not to exceed one year effective as of July 1, 2009; and

WHEREAS, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2010 Fiscal Year; and

WHEREAS, these services, qualifying as professional services which under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. may be authorized without public bidding; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, each attorney on the attached list has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit any of the attorneys from making any reportable contributions during the term of the contract; and

WHEREAS, each attorney has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, each attorney 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, it is estimated that the annual cost of these contracts shall be approximately \$300,000; and

WHEREAS, Sixty-Eight Thousand (\$68,000) Dollars is presently available in the temporary budget Account No.: 10-01-201-43-495-312 for the costs of these services; and

WHEREAS, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.

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

1. The Business Administrator is authorized to execute an agreement with each of the attorneys named on the list attached hereto, to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of July 1, 2009 subject to the following terms and conditions.

Agenda No. Res. 09-924

Approved 10.K

TITLE:

**RESOLUTION AWARDING PROFESSIONAL SERVICES AGREEMENTS TO ATTORNEYS-AT-LAW OF THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR THE 2010 FISCAL YEAR**

- (a) Each attorney shall be compensated in the sum of Two-Hundred (\$200.00) Dollars per session, with an additional sum of Seventy-Five (\$75.00) Dollars per session paid in those cases where a trial extends beyond one session;
  - (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
  - (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
  - (D) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.
2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
  3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: 10-01-201-43-495-312 for payment of this Resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

MS:

**WITHDRAWN**

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

| 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,         |     |     |      |

✓ 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

Re: Jersey City Public Defender Program

Dear :

You have been approved as a participating attorney in the City of Jersey City Municipal Court Public Defender Program. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

You will represent indigent individuals on a rotating basis in Jersey City Municipal Court for a period not to exceed one year commencing on July 1, 2009 and ending June 30, 2010. The number of sessions you will be required to cover will be flexible. You shall be compensated in the sum of \$200 per session, with an additional \$75 per session paid in those cases where a trial extends beyond one session.

In a case where more than one defendant is eligible for a public defender, you will be required to represent one of the co-defendants for the sum of \$75. You will prosecute an appeal to its conclusion of any case tried by you for a fee of \$75.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

You will submit herewith a copy of the name and address of your professional services liability insurer. You will prepare notices suitable for filing with the Clerk of the Superior Court stating the defense costs for each person you represented. You will be required to submit a monthly affidavit of services specifying the sessions attended.

You will not receive compensation until the affidavit of services and notice regarding defense costs have been submitted to the Municipal Court Administrator's Office.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files. It is imperative that a signed agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

You will be contacted by the Municipal Court Administrator upon receipt of this agreement within the next week to ten days.

Very truly yours,

WILLIAM MATSIKLOUDIS  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print or type name here

## JERSEY CITY MUNICIPAL PUBLIC DEFENDERS

Fiscal year 2010

1. Jay Michael Arnesen, Esq. P.O. Box 546, Little Ferry, NJ 07643
2. Andrew Abrams, Esq. 255 Newark Av., Jersey City, NJ 07302
3. John J. Collins, Esq. 638 Newark Av., Jersey City, NJ 07306
4. Jonathan Goodman, Esq. P.O. Box 16096, Jersey City, NJ 07306
5. John F. Hamill, Jr., Esq. P.O. Box 8134, Jersey City, NJ 07308
6. Richard Hanlon, Esq. 497 Broadway, Bayonne, NJ 07002
7. Keith Hirschorn, Esq. 50 Harrison St., Hoboken, NJ 07030
8. Adam Jacobs, Esq. 1919 Kennedy Blvd., North Bergen, NJ 07047
9. Carl Losito, Esq. 75 Summit Av., Hackensack, NJ 07601
10. Chanima Odoms, Esq. 1812 Front St., Scotch Plains, NJ 07076
11. Faye R. Puddington, Esq. 46 Logan Av., Jersey City, NJ 07306
12. Kevin Purvin, Esq. 1919 Kennedy Blvd., North Bergen, NJ 07047
13. Adam Reisman, Esq. 8 Lott St., Jersey City, NJ 07306
14. Vito Sciancalepore, Esq. 615 Kearny Av., Kearny, NJ 07032
15. Hugh Sweeny, Esq. 265 Second Street, Jersey City, NJ 07302
16. Robert Utsey, Esq. 618 Newark Av., Jersey City, NJ 07306
17. Aglaia Papadopoulos-Vlantes., Esq. 103 Court Hs. Pl., Jersey City, NJ 07306
18. Nadya Zerquera, Esq. 209 34<sup>th</sup> St., Union City, NJ 07087

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

City Clerk File No. Res. 09-925  
Agenda No. 10.1  
Approved: NOV 10 2009  
TITLE:



**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO CMX INCORPORATED, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the Municipal Council of the City of Jersey City at its May 10, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and CMX Incorporated (Formerly known as Schoor DePalma Engineers, Inc. for \$264,500.00 ; and

**WHEREAS**, the Municipal Council of the City of Jersey City at its May 1, 2007 meeting did authorize an amendment to the aforementioned contract to include additional services, which were not part of the original contract, for the sum of \$105,943.00 bringing the overall base contract amount to \$370,443.00; and

**WHEREAS**, the scope of work was increased to accommodate additional design work for structural repairs to the existing stone retaining wall along Bayside Terrace, as well as a detailed structural analysis and additional design work for the repair of both existing concrete bleachers and a historic scenic overlook in the park; and

**WHEREAS**, the scope of work was increased to accommodate additional design work for continually modified and refined sanitary and stormwater management infrastructure within the park, and in surrounding streets including Bayside Terrace, Richards Street, and Gerfield Avenue, all at the direction of the Jersey City Municipal Utilities Authority (JCMUA); and

**WHEREAS**, the scope of work was increased to accommodate additional design work for modified lighting and utility requirements, at the direction of Public Service Electric & Gas (PSE&G); and

**WHEREAS**, the scope of work was increased to accommodate additional design work for site design and landscape improvements at the request of local stakeholders and community groups, for the purpose of responding to community needs; and

**WHEREAS**, it has become necessary to amend the aforementioned contract due to change in scope of work; and

**WHEREAS**, the additional amount to be encumbered for this amendment shall not exceed **NINETY- FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$95,700.00)** bringing the overall base contract amount to **FOUR HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$466,143.00)**; and

**WHEREAS**, CMX, Incorporated 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 funds are available for this expenditure from

| <u>Account</u>    | <u>P. O. No.</u> | <u>Amount</u> |
|-------------------|------------------|---------------|
| 04-215-55-533-990 | 84240            | \$370,433.00  |
| 04-215-55-208-990 |                  | \$ 95,700.00  |
|                   |                  | \$466,143.00  |

TITLE:

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO CMX INCORPORATED, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

1. a. The agreement with CMX, Incorporated is amended to increase the fee by an additional **\$95,700.00**; and
- b. All other terms and conditions of the agreement shall remain in effect; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

*J.A.*  
*4/4/09*

This Agreement shall be subject to the condition that CMX, Incorporated, provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. 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, *Anna Mauer* (Anna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-208-990 for payment of the above Resolution. *PO 98473*

gw  
 October 30, 2009

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: *Joel Barranco* Business Administrator \_\_\_\_\_ Corporation Counsel

Certification Required   
 Not Required

APPROVED *9-0*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                         | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:**

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO CMX INCORPORATED, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Glenn A. Wrigley, A.I.A., Chief Architect, Division of Architecture; 547-5900

**3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.**

Additional services have become necessary to extend construction support services due to the increased scope of work.

**4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Services of engineer are needed in order to assure that the intent of the design is carried out for the remainder of the construction period

**5. COST OF PROPOSED PROGRAM OR PURCHASE:  
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.  
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

The funds for this increase are available in account number 04-215-55-208-990 in the amount of **NINETY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$95,700.00)**, bringing the overall base contract amount to **FOUR HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED FORTY THREE DOLLARS (\$466,143.00)**; and

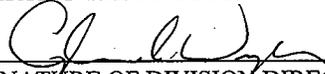
**6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

Contract currently in full force and effect. Additional work will commence upon Council approval.

**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Seven (7) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

11-2-09  
DATE

\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : November 2, 2009

TO : Jeana Abuan, Affirmative Action Officer, Public Agency Compliance Officer

FROM : Glenn A. Wrigley, A.I.A., Chief Architect 

SUBJECT : Bayside Park - Renovations  
Project No. 2005-020  
Re: CMX Corporation (formerly Schoor DePalma)

---

Attached for your approval is an amending resolution for the above referenced project. Upon your review please forward to Brian O'Reilly for signature. Please note that this is a time sensitive issue, requiring expedite review, your assistance will be appreciated.

ab

c: Brian O'Reilly, Business Administrator  
Peter Folgado, Acting Director, Division of Purchasing

Requisition #

0148184

Assigned PO #

Requisition

Vendor  
SCHOOR DEPALMA INC.  
PO BOX 52404  
NEWARK NJ 07101

Dept. Bill To  
ARCHITECTURE  
575 ROUTE 440  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
JERSEY CITY NJ 07305

SC489675

Contact Info  
GLENN A. WRIGLEY  
0005475900

| Quantity | UOM | Description  | Account           | Unit Price | Total     |
|----------|-----|--------------|-------------------|------------|-----------|
| 1.00     | 1   | BAYSIDE PARK | 04-215-55-208-990 | 95,700.00  | 95,700.00 |

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO CMX INCORPORATED IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

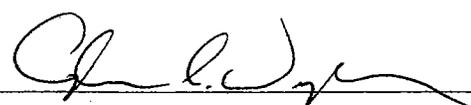
COPY

Requisition Total 95,700.00

Req. Date: 11/02/2009

Requested By: AUDREY

Buyer Id:

Approved By: 

This Is Not A Purchase Order

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

City Clerk File No. Res. 06-360

Agenda No. 10.Z

Approved: MAY 10 2006



TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO SCHOOR DEPALMA, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

**COUNCIL  
THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF**

**WHEREAS**, the City of Jersey City requires the services of a Site/Civil/Landscape Architectural Consultant to provide design and construction administration services in connection with the renovation of Bayside Park, Jersey City, New Jersey; and

**WHEREAS**, The City of Jersey City has solicited proposals for the above-mentioned work. Three (3) proposals were received from:

|                               |              |
|-------------------------------|--------------|
| El Taller Colaborativo (ETC): | \$200,066.00 |
| Schoor DePalma:               | \$264,500.00 |
| Frank H. Lehr Associates:     | \$408,600.00 |

**WHEREAS**, Schoor DePalma, P.O. Box 900, Manalapan, New Jersey 07726 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated October 18, 2005; and

**WHEREAS**, these funds are available for this expenditure from Account:

04-215-55-531-990 P.O. No. L **80087** \$264,500.00

**WHEREAS**, Schoor DePalma, has completed and submitted a Business Entity Disclosure Certification which certifies that Schoor DePalma has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Schoor DePalma from making any reportable contributions during the term of the contract; and

**WHEREAS**, Schoor DePalma, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Urbahn Architects, P.C.; and

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

**WHEREAS**, Schoor DePalma, has submitted to the City of Jersey City's Division of Purchasing, the attached revised proposal dated October 19, 2005 for the needed services,; and

RECEIVED

2006 MAY 12 AM 9:33

DIVISION OF ARCHITECTURE

COPY

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE AGREEMENT TO URBAHN ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

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

1. The Mayor or Business Administrator is authorized to execute a Professional Services Agreement with the firm of Schoor DePalma for a lump sum fee not to exceed TWO HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$264,500.00).
2. The Contract be awarded without competitive bidding as a "professional" service; under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
4. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution.
5. The award of this agreement shall be subject to the condition that Consultant 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 Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 04-215-55-531-990 for payment of the above Resolution. PO# 20087

April 17, 2006  
g

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/10/06 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓      |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                        | ✓   |     |      | FULOP         | ✓      |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                                          | ✓   |     |      | RICHARDSON    | ABSENT |     |      | VEGA, 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]  
Mariano Vega, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 07-3877  
Agenda No. 10.Y  
Approved: MAY 23 2007



TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO SCHOOR DEPALMA, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE**

**WHEREAS**, the Municipal Council of the City of Jersey City at its May 10, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Schoor DePalma; and

**WHEREAS**, it has become necessary to amend the aforementioned contract due to change in scope of work; and

**WHEREAS**, there have been several changes/modifications to the original scope of work for this project due to unforeseen issues at the project site; and

**WHEREAS**, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay to Play Law); and

**WHEREAS**, Schoor DePalma, P.O. Box 900, Manalapan, New Jersey 07726 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated March 6, 2006; and,

**WHEREAS**, the additional amount to be encumbered for this amendment shall not exceed **ONE HUNDRED FIVE THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$105,943.00)** bringing the overall base contract amount to **THREE HUNDRED SEVENTY THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS (\$370,443.00)**; and

**WHEREAS**, these funds are available for this expenditure from Account:

04-215-55-531-990 P.O. No. \$105,943.00

**WHEREAS**, Renard E. Barnes, Esq., Assistant Secretary and Corp Counsel, has completed and submitted a Business Entity Disclosure Certification which certifies that **Schoor DePalma** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Schoor DePalma from making any reportable contributions during the term of the contract; and

**WHEREAS**, Renard E. Barnes, Esq., has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Schoor DePalma; and

2007145

COPY

City Clerk File No. Res. 07-387

Agenda No. 10.Y

TITLE: MAY 23 2007

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO SCHOOR DEPALMA, INC., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

- 1. a. The agreement with Schoor DePalma, is amended to increase the fee by an additional \$105,943.00; and
- b. All other terms and conditions of the agreement shall remain in effect; and
- 2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
- 3. This Agreement shall be subject to the condition that Schoor DePalma 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.  
4/19/07*

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-531-990 for payment of the above Resolution.  
CO # 29565

ab  
May 1, 2007

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: B. O'Reilly  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/23/07 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                        | ✓   |     |      | FJULOP        | ✓   |     |      | FLOOD         | ✓   |     |      |
| LIPSKI                                          | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Mariano Vega, Jr.  
Mariano Vega, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk



April 3, 2009

Glenn Wrigley, AIA  
Chief Architect  
City of Jersey City  
Division of Architecture  
575 Route 440  
Jersey City, New Jersey 07305

RE: Bayside Park Renovations  
Scope Changes  
Our Project Number 050272202

Dear Mr. Wrigley:

CMX has outlined below the scope changes and additional services which have resulted on the Bayside Park Project. The additional services were necessary to accommodate scope of work increases and reengineering of completed design tasks. The following is a summary of the additional services:

During conceptual, preliminary and final design, project elements and site improvements were continually modified and refined at the direction of Division of Architecture and the JCMUA. Modifications included comments that were project stakeholder driven, ongoing comments from the JCMUA, the electric utility company, the need to accommodate revisions for the removal of existing vegetation to provide visibility for security cameras, ongoing changes to design elements after receiving previous reviews and direction, and items that are related to additional tasks not included in the original scope of work and fee proposal to the City dated October 18, 2005.

Listed below are detailed descriptions of the work performed:

**I Structural Engineering Services**

- a) The structural scope of work included the design of concrete repairs to address deficiencies with the existing bleachers. Based on our site inspections, the extent of the deterioration was significantly greater than originally anticipated and involved the design and detailing for areas requiring the complete demolition and replacement of the concrete bleachers. Additionally, the scope was also expanded to include structural modifications such as extended grandstand platforms and the incorporation of existing "Trimax" composite decking for use as bleacher seats. These additional modifications, upgrades and replacements are outside the original scope of work.
- b) The structural scope of work involved the design of repairs to the existing stone retaining wall at the end of Bayside Terrace. Originally, this scope was to involve primarily repointing of the existing wall since the wall appeared to be relatively stable, having deteriorated primarily as a result of tree root growth and freeze/thaw damage. Through the design process, it was determined that the wall should be replaced. We proposed and designed both a gabion wall system and a new concrete retaining wall.

**WORKING TOGETHER FOR A BETTER TOMORROW**

JUSTIN CORPORATE CENTER, 200 STATE HIGHWAY NINE | PO Box 900 | MANALAPAN, NJ 07726-0900  
TEL 732.577.9000 | FAX 732.577.9888 | WWW.CMXENGINEERING.COM

ARIZONA FLORIDA MARYLAND NEVADA NEW JERSEY NEW YORK PENNSYLVANIA MEXICO

RECEIVED  
2009 APR -7 AM 9:16  
DIVISION OF ARCHITECTURE

- c) Due to cost considerations, we proposed and designed alternatively a new shotcrete facing for the wall with soil nails to minimize the chance for future movement. The design of a tied-back wall system is significantly more complicated than a normal gravity wall design and was not included in our original fee estimate. In essence, the final design is for a new structural retaining wall system to be installed in front of the existing wall. This scope of work is much different than the design of simple repairs to an existing gravity wall.
- d) The scope of our proposal included a visual assessment of the structural integrity of the existing observation platform and the design of repairs to rehabilitate areas with concrete cracking, spalling and other forms of deterioration. Due to the condition of the existing platform, including the access stairs and the existing railings, our assessment concluded that it was not feasible to repair the existing railings or portions of the existing stairs. Consequently, the scope was expanded to include not only the rehabilitation of the platform but the complete replacement of the existing railing system at the observation area, and the complete replacement of the concrete retaining walls and steps along the majority of the access walkways/stairs leading to the platform.

\$15,000 was the cost of labor expended on the additional work for structural engineering services.

## **II Stormwater Management**

- a) CMX was required to address regulatory agency comments from both the Jersey City Municipal Utilities Authority and Jersey City to address the Stormwater Management Design for off-site areas to address drainage improvements. Additional site meetings, site investigations, and calculations were performed to obtain input, review preliminary design documents, and finalize design documents for the overall storm drainage system that includes improvements to accommodate off-site drainage improvements. Off-site drainage system improvements were not part of the original scope of work and are considered additional services.
- b) As part of the overall stormwater management design to address JCMUA comments and to size the system to accommodate the required storage area, CMX was required to shift the location of the basketball and tennis courts as previously discussed with the City to accommodate the drainage system.
- c) In order to coordinate with the JCMUA on the design of the stormwater system to accommodate the off-site areas, numerous site inspections to determine existing pipe network and allowable connection points were required. Numerous meetings and correspondence with the JCMUA regarding routing of drainage and sanitary lines were also required to coordinate this effort.
- d) In order to address the comments of the JCMUA pertaining to off-site flooding areas, CMX designed an extensive stormwater management system for the entire park to address an existing flooding problem at the end of Richard Street. In order to accommodate these comments, the redesign of the gravity system was required.
- e) Redesign of pump station to reduce costs due to "wish list" of the MUA, effectively reducing the cost of this item to the City.

\$20,200 was the cost of labor expended on the additional work for stormwater management design, coordination and field meetings.

### III Sanitary Sewer and Water Resources Services

- a) Clarify the connection to the Garfield Ave water main connection and add a gate valve.
- b) Add the Bayside Terrace water main and add valves & hydrants as per the JCMUA rules and requirements on the proposed water main.
- c) Design water service replacement/reconnection on Bayside terrace to a new main
- d) Redesign of the water main connection on Bayside Terrace.
- e) Redesign the Alternate water main extension connecting Bayside Terrace.
- f) Investigate and revise the sanitary sewer connection to the spray station as per the JCMUA.
- g) Investigate and redesign the sanitary and storm layout and detail around manhole #1 by Richard Street.
- h) Investigate and redesign the sanitary connection from Manhole #1 to sanitary sewer line in Richard Street per the JCMUA.
- i) Provide connection details, including structural information, to the existing regulator in Richard Street per the JCMUA.
- j) Provide a force main connection detail to an onsite manhole per the JCMUA.
- k) Provide design and details for the check valve and vault on the 24" pipe entering the regulator on Richard Street per the JCMUA.
- l) Design grease trap at maintenance facility per the JCMUA.
- m) Design profiles for all sanitary sewer and force mains for project per the JCMUA.
- n) Perform site visits with JCMUA to review existing sanitary and storm lines that conflict with record drawings received by JCMUA.
- o) Design and provide detail for 6" check valve and vault on sanitary sewer line for spray park service.
- p) Remove the design of the spray park off of the pump station and re-route the gravity line to pick up the spray station as per the JCMUA.
- q) Design a new pump station around an E|One Grinder Pump to handle flows for the Maintenance and Concession stand.
- r) Redesign of the pump station to reduce costs due to the comments of the JCMUA, effectively reducing the cost of this item to the City.

\$ 28,525 was the cost of labor expended on the additional work for sanitary sewer and water resources services.

### IV MEP Engineering Services

- a) The City received a review from PSE&G which did not accept the on site light locations. Subsequently, CMX and the Division of Architecture met with PSE&G to work out a mutually acceptable solution.
- b) CMX and the Division of Architecture met with PSE&G. PSE&G was concerned about the accessibility of the lights for maintenance. All lights had to be within a few feet of pathways and sidewalks so they could be accessible to their boom trucks. The lighting was revised to bring all lights around the perimeter of the site close enough to the sidewalks and pathways

for PSE&G access. The revised design was able to meet both the City's and Power Company's needs. Additional time was also expended in coordinating and attending meetings with PSE&G and the City to review and agree upon transformer locations, meter locations and how electric will be brought into the site. Additional sketches and meetings were provided as part of this additional service.

\$ 9,200 was the cost of labor expended on the additional work for MEP Engineering Services and coordination.

#### **V Site Design and Landscape Architecture Services**

- a) Revisions to the plans, details and specifications to change from the previously requested temporary outfield fence for the little league field to a permanent chain link fence with safety padding along the top of the fence.
- b) Additional landscaping and revision of the proposed access driveway from the Richard Street turn around to be concrete as opposed to asphalt.
- c) Revising the previously requested type of Basketball Court surfacing system to another system known as "Bounce Back Non Slip suspended modular surfacing". Then revise the court surfacing system to "Snap Sports" as per the most recent request by the City.
- d) Removal of the previously requested concrete header on the details for ornamental fencing on Bayside Terrace.
- e) Removal of the field house design information from the plans and coordinate the termination of site improvements while maintaining future access to the site area for future field house construction.
- f) Addition of a specification and notations that the existing concrete wall along Bayside Terrace shall receive spot repairs and a sealer applied.
- g) Revise landscape plan and add specifications to note that all existing lawn areas shall receive core aeration, fertilization and over seeding.
- h) Revise landscape plan from previously discussed plan spacing with the City on slope plantings. Increase quantities of plant materials.
- i) Revise previously discussed curb sizes to simplify and consolidate the various sizes of curbs and headers.
- j) Revise the location of the 20ft high safety netting around the practice field to be along the parking area and not the Conrail property line as previously requested. CMX was then requested to revise the height of the safety fencing and provide details for the fencing to be 30 ft high as requested by the City.

\$22,775 was the cost of labor expended on the additional work for site design and landscape architecture services.

**Summary**

In summary, the fees for additional services requested by CMX can be outlined as follows:

|     |                                                 |                  |
|-----|-------------------------------------------------|------------------|
| I   | Structural Engineering Services                 | \$ 15,000        |
| II  | Stormwater Management                           | \$ 20,200        |
| III | Sanitary Sewer and Water Resources Services     | \$ 28,525        |
| IV  | MEP Engineering Services                        | \$ 9,200         |
| V   | Site Design and Landscape Architecture Services | \$ <u>22,775</u> |
|     | <b>Total</b>                                    | <b>\$ 95,700</b> |

In summary, we have incurred over \$ 95,700.00 through March 31, 2009 in additional fees and would like to recoup the costs to provide these additional services. We respectfully request that the City of Jersey City review this information. Should you have any questions, please feel free to contact our office.

Sincerely,

**CMX**



Joseph D. Perello, CLA, PP  
Principal

c: Ralph J. Tango, PE, CMX, James Oris, PE, CMX, William England, PE, CMX, Richard Drewes, PE, CMX,

**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 CMX INC. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CMX INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: CMX INC.

Signed [Signature] Title: Asst Secretary/Corp Counsel

Print Name Renard E. Barnes, Esq. Date: October 30, 2009

Subscribed and sworn before me  
this 30<sup>th</sup> day of Oct, 2009

My Commission expires:

[Signature]  
(Affiant)  
James K. Valenti, Esq.  
(Print name & title of affiant) (Corporate Seal)  
Secretary

[Signature]  
MARY ANNE MILLER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 9, 2013  
No. 2210660

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.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.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

**The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:**

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

**Representative's Name/Title (Print):**

Renard E. Barnes, Esq., Asst Secretary

**Representative's Signature:**

**Name of Company:** CMX INC.

732-577-9000

**Tel. No.:**

**Date:** Oct 30, 2009

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

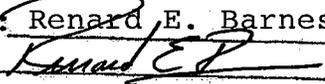
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Renard E. Barnes, Esq., Asst Secretary

Representative's Signature: 

Name of Company: CMX INC.

Tel. No.: 732-577-9000

Date: Oct 30, 2009

**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 : CMX INC.

Address : 200 State Highway Nine  
Manalapan, NJ 07726

Telephone No. : 732-577-9000

Contact Name : Joseph Perello

Please check applicable category :

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

Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

Certification 1808

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2008** to **15-FEB-2011**



**CMX**  
**200 STATE HIGHWAY 9**  
**MANALAPAN NJ 07726-0900**

  
Acting State Treasurer

09/26/07

Taxpayer Identification# 221-863-597/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

CMX INC.

TRADE NAME:

ADDRESS:

200 STATE HIGHWAY 9  
MANALAPAN NJ 07726

SEQUENCE NUMBER:

0064413

EFFECTIVE DATE:

05/31/95

ISSUANCE DATE:

09/26/07



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

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

**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                  |
| Friends of Peter Brennan Election Fund | Fulop 2009 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 R. 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 |
|------------------------------|--------------|
| See attached Disclosure Form |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: CMY, INC.  
 Signed: [Signature] Title: Asst Secretary/Corp Counsel  
 Print Name: Renard E. Barnes, Date: Oct 30, 2009  
 Esq.

|                                                                         |                                                                                                                                   |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>30</u> day of Oct<br><u>2009</u> | <u>[Signature]</u><br>(Affiant)<br><u>James K. Valenti, Esq.</u><br>(Print name & title of affiant) (Corporate Seal)<br>Secretary |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

**MARY ANNE MILLER**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Mar. 9, 2013  
 No. 2210660



# Disclosure of Ownership

1. **CMX Inc.** ("Company") is a wholly owned subsidiary of **CMX Consulting Inc.** ("Parent Company"). No other individual or entity owns any equity interest in the Company. Although **CMX Consulting, Inc.** is the parent corporation, it has no involvement in any of the daily operations of **CMX**; and, **CMX** is not required to obtain **CMX Consulting, Inc.**'s approval for the performance of any **CMX**'s daily operations.
2. **CMX Consulting Inc.** is a Delaware Corporation. The Shareholders of **CMX Consulting** who own more than 10% of the equity of **CMX Consulting** are:

**CMX Holding Company, LLC**  
c/o American Capital, Ltd.  
2 Bethesda Metro Center  
14th Floor  
Bethesda, MD 20814

No other individual or entity owns or controls more than 10% of the ownership interest in the Parent Company.

3. **CMX Inc.**

| BOARD OF DIRECTORS |          |                                            |
|--------------------|----------|--------------------------------------------|
| NAME               | TITLE    | ADDRESS                                    |
| Barry H. Egan      | Director | 130 Harnwell Road<br>Amherst, MA 01771     |
| John C. Fitch      | Director | 1106 Wings Mill Road<br>Smyrna, GA 30080   |
| Donald W. Geyer    | Director | 1008 Purdue Avenue<br>Dallas, TX 75225     |
| Kevin W. Winkelman | Director | 1900 Valley Oaks Court<br>Irving, TX 75061 |

CMX CONSULTING INC.

| BOARD OF DIRECTORS  |          |                                             |
|---------------------|----------|---------------------------------------------|
| NAME                | TITLE    | ADDRESS                                     |
| Michael Bejo        | Director | 136 Hartwell Road<br>Carlisle, MA 01741     |
| Walter D. Hise      | Director | 4066 Vinings Mill Trail<br>Smyrna, GA 30080 |
| Douglas M. Walley   | Director | 4068 Purdue Avenue<br>Dallas, TX 75225      |
| Kevin W. Kirkendall | Director | 1900 Valley Oaks Court<br>Irving, TX 75061  |

CMX INC.

| OFFICERS                |                                        |               |                                             |
|-------------------------|----------------------------------------|---------------|---------------------------------------------|
| NAME                    | TITLE                                  | DATE OF BIRTH | ADDRESS                                     |
| Michael Bejo            | Chief Executive Officer                | 10/16/1958    | 136 Hartwell Road<br>Carlisle, MA 01741     |
| Robert W. Valenti, Esq. | Chief Legal Officer &<br>Secretary     | 09/07/1960    | 21 Wedgewood Avenue<br>Colts Neck, NJ 07722 |
| Thomas J. Hinczyaski    | Chief Financial Officer &<br>Treasurer | 06/19/1958    | 8 Alta Court<br>West Windsor, NJ 08550      |

CMX CONSULTING INC.

OFFICERS

| NAME                   | TITLE                                  | DATE OF BIRTH | ADDRESS                                     |
|------------------------|----------------------------------------|---------------|---------------------------------------------|
| Brent H. Blaro         | Chief Executive Officer                | 10/16/1958    | 138 Hartwell Road<br>Carlisle, MA 01741     |
| James A. Valenti, Esq. | Chief Legal Officer &<br>Secretary     | 09/07/1960    | 21 Wedgewood Avenue<br>Colts Neck, NJ 07722 |
| Thomas J. Hinczyski    | Chief Financial Officer &<br>Treasurer | 06/19/1958    | 8 Alta Court<br>West Windsor, NJ 08550      |



| Check Amount | Check Date | Town                      | County        | Committee                                               |
|--------------|------------|---------------------------|---------------|---------------------------------------------------------|
| 1000         | 7/30/2009  | Burlington County         | Burlington    | CITIZENS FIRST                                          |
| 2500         | 5/29/2009  | Burlington County         | Burlington    | NEXT GENERATION                                         |
| 2500         | 5/4/2009   | Medford Township          | Burlington    | NEW FRONTIER COMMITTEE                                  |
| 2500         | 5/29/2009  | Mount Laurel Township     | Burlington    | CITIZENS FIRST                                          |
| 2500         | 5/5/2009   | Mount Laurel Township     | Burlington    | CITIZENS FIRST                                          |
| 2000         | 7/28/2009  | Camden County             | Camden        | THE LEADERS FUND                                        |
| 1000         | 9/22/2008  | Camden County             | Camden        | THE LEADERS FUND                                        |
| 400          | 4/21/2009  | Gloucester Township       | Camden        | ASSOC. OF FORMER GLOUCESTER TOWNSHIP DEMOCRATIC MAYORS  |
| 250          | 9/22/2008  | Gloucester Township       | Camden        | GLOUCESTER TOWNSHIP DEMOCRATIC COUNTY COMMITTEE         |
| 2500         | 6/11/2009  | Newark City Township      | Essex         | EMPOWER NEWARK                                          |
| 500          | 9/16/2008  | Deptford Township         | Gloucester    | DEPTFORD TOWNSHIP DEMOCRATIC EXECUTIVE COMMITTEE        |
| 500          | 9/11/2008  | Bayonne City Township     | Hudson        | MARK SMITH FOR MAYOR                                    |
| 500          | 12/3/2008  | Hudson County             | Hudson        | THOMAS DEGISE ELECTION FUND                             |
| 500          | 10/28/2009 | Morris County             | Morris        | MORRIS COUNTY REPUBLICAN VICTORY PAC                    |
| 350          | 3/30/2009  | East Hanover Township     | Morris        | MAYORS BALL FUND                                        |
| 700          | 9/11/2008  | Beachwood Borough         | Ocean         | REGULAR REPUBLICAN ORGANIZATION OF BEACHWOOD            |
| 140          | 9/5/2008   | Jackson Township          | Ocean         | JACKSON TOWNSHIP DEMOCRATIC CLUB                        |
| 600          | 10/3/2008  | Jackson Township          | Ocean         | JACKSON TOWNSHIP DEMOCRATIC CLUB                        |
| 1000         | 10/17/2008 | Ocean Gate Borough        | Ocean         | OCEAN GATE BOROUGH                                      |
| 1500         | 9/22/2008  | Ocean Township            | Ocean         | OCEAN TOWNSHIP REGULAR REPUBLICAN ORGANIZATION          |
| 1000         | 10/17/2008 | Point Pleasant Beach Boro | Ocean         | REGULAR REPUBLICAN ORGANIZATION OF POINT PLEASANT BEACH |
| 525          | 5/4/2009   | Passaic County            | Passaic       | UNITED PASSAIC COUNTY PAC                               |
| 500          | 10/17/2008 | Pittsgrove Township       | Salem         | PITTSGROVE DEMOCRATIC ASSOCIATION                       |
| 350          | 6/3/2009   | State of N.J.             | STATE OF N.J. | BRIAN P. STACK FOR SENATE                               |
| 350          | 3/3/2009   | State of N.J.             | STATE OF N.J. | BRIAN P. STACK FOR SENATE                               |
| 1500         | 10/15/2008 | State of N.J.             | STATE OF N.J. | DEMOCRATIC ASSEMBLY CAMPAIGN COMMITTEE                  |
| 1000         | 10/1/2009  | Union County              | Union         | COMMITTEE FOR BETTER EDUCATION                          |

The disclosures listed above are contributions made by CMX Inc., the Corporate entity. CMX Inc. is a wholly owned subsidiary of CMX Consulting Inc. ("Parent Corp.") The Parent Corp. nor any of CMX Inc.'s Officers, Directors, Principals (w/ interests exceeding 10%), or their spouses have made any contributions requiring disclosure pursuant to P.L. 2005, c.271.

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

City Clerk File No. Res. 09-926

Agenda No. 10.M

Approved: NOV 10 2009

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING FOR DELL LOGIC PS6000E SAN FOR E-MAIL ARCHIVING GIS & DOCUMENT DIGITIZATION FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**COUNCIL**

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

**WHEREAS**, there exists a need to purchase **Dell Equal Logic PS6000E San for E-mail Archiving, GIS & Document Digitization** for the Department of Information Technology; and

**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**, **Dell Marketing L.P., ASAP Software Express P.O. Box 643561, Pittsburgh, Pa. 15284** being in possession of State Contract **A70258**, will Furnish and Deliver Dell Equal Logic PS6000E San for E-Mail Archiving, GIS & Document Digitization to the Department of Information Technology in the total amount of **Fifty Three Thousand, Eight Hundred Eighteen Dollars (\$53,818.04) and Four Cents**; and

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

**WHEREAS**, this amount is available in the present budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Administration/Information Technology**

Acct. No. 04-215-55-870-990

P.O. No. 98297

Amount \$53,818.04

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Dell Marketing LP**, be accepted and that a contract be awarded to said company in the above amount and the Acting City 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

R.R.  
11-11-09

Agenda No. Res. 09-926

Approved 10.M NOV 10 2009

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING CORPORATION, FOR DELL EQUAL LOGIC PS6000E SAN FOR E-MAIL ARCHIVING, GIS & DOCUMENT DIGITIZATION FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

*J.A. 11/4/09*  
**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 or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, *Donna Mauer* Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 04-215-55-870-990

Administration Department/Information Technology

Acct. No. 04-215-55-870-990 P.O. No. 98297 Amount \$53,818.04

*Peter Folgado*  
Peter Folgado, Acting Purchasing Director

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
APPROVED: *[Signature]* *[Signature]*  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA,         | ✓   |     |      |

✓ 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



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING L P  
**Trade Name:**  
**Address:** 1 DELL WAY  
ROUND ROCK, TX 78682  
**Certificate Number:** 0095191  
**Effective Date:** February 27, 1992  
**Date of Issuance:** October 22, 2009

**For Office Use Only:**

20091022092330748

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmnu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmnu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not** awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



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 *Dell Marketing, L.P.* 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 (TBD) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <See Below> as deemed pursuant to N.J.S.A. 19:44A-3 and r.

Mariano Ve a, r. Election Fund Friends of  
Peter Brennan Election Fund Comm  
Elect Willie Flood Friends of Michael  
Sottoiano  
Friends of Phil Kenny  
Friends of Nidia R. Lo ez

Gau han Election Fund  
Fulo 2009 Inc.  
Friends of Viola Richardson for Ward F  
  
Healy for Mayor 2009

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

DELL IS A PUBLICALLY TRADED COMPANY AND AS SUCH  
OWNERSHIP FLUCTUATES BASED ON THE MARKET.

Part 3 - Signature and Attestation:

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

Name of Business Entity: Dell Marketing, L.P.

Signed: [Signature] Title: Advisor-Contracts \*

Print Name: Kevin Bromley Date: 09/11/09

\*To the best of my knowledge and belief.

Subscribed and sworn before me this 11 day of

Sept, 2009

My Commission expires: 5-22-2010

Norma A. Morgan  
(Affiant)

(print name & title of affiant) (Corporate Seal)



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

City Clerk File No. Res. 09-927

Agenda No. 10.N



## WITHDRAWN

### RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES AND SHRUBS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 08-857 approved on November 12, 2008, awarded a one-year contract in the amount of \$88,236.00 to Diaz Nursery to supply and deliver various trees and shrubs for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for an additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of October 2008 to October 2009; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of November 12, 2009 and ending November 11, 2010; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-28-375-314.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Diaz Nursery to supply and deliver various trees and shrubs for the Department of Public Works/Division of Park Maintenance
- 2) The renewal contract is for a one-year period effective as November 12, 2009. The total cost of the contract shall not exceed \$88,236.00.
- 3) 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.
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

*J.A.*  
*11/4/09*

(Continued on Page 2)

Agenda No. Res. 09-927

Approved 10.N

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES AND SHRUBS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

I, \_\_\_\_\_ Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-28-375-314 for payment of the above resolution.

Requisition # 0147893

Purchase Order # 98383

Temp.Encumbrancy \$10,000.00

JMY/sb  
October 15, 2009

Approved \_\_\_\_\_  
Peter Folgado, Acting Director Purchasing

APPROVED:  John M. Furstat, Director, Department of Public Works APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_ Business Administrator  
 \_\_\_\_\_ Corporation Counsel

**WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      | 11/10/09 |  |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|----------|--|
| 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,         |     |     |      |          |  |

✓ 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



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

|                                                                                                                                                    |                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Taxpayer Name:</b><br><b>Trade Name:</b><br><b>Address:</b><br><b>Certificate Number:</b><br><b>Effective Date:</b><br><b>Date of Issuance:</b> | <b>DIAZ NURSERIES, L.P.C.</b><br><br>6 MARI GOLD LANE<br>CALIFON, NJ 07830<br><br>1440660<br><br>October 02, 2008<br><br>October 10, 2008 |
| <b>For Office Use Only:</b><br>20081010095713753                                                                                                   |                                                                                                                                           |

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY**

**DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE**

Form AA302

**Employee Information Report**

Form AA302  
Rev. 10/08

**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 DARK BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$15.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT FEEDBACK REPORT FOR SECTION 8, ITEM 1.

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: **42-1542375**

2. TYPE OF BUSINESS:  1. AFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **2**

4. COMPANY NAME: **DIAZ NURSERY LLC**

5. STREET: **6 MariGold Lane** CITY: **Califon NJ** COUNTY: **Hudson** STATE: **NJ** ZIP CODE: **07830**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **Same** CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY:  SINGLE ESTABLISHMENT EMPLOYER  MULTIPLE ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: **1**

10. PUBLIC AGENCY AWARDING CONTRACT: \_\_\_\_\_ CITY: COUNTY: STATE: ZIP CODE:

|                   |               |            |                               |
|-------------------|---------------|------------|-------------------------------|
| Official Use Only | DATE RECEIVED | ISSUE 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 in 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 A FEEDBACK REPORT.**

| JOB CATEGORY                                         | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY SIGN-MINORITY EMPLOYEE BREAKDOWN |          |                 |       |              |       |          |                 |       |              |
|------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|-----------------------------------------------------|----------|-----------------|-------|--------------|-------|----------|-----------------|-------|--------------|
|                                                      | COL. 1<br>TOTAL<br>(Cols 1-3)                                                             | COL. 2<br>MALE | COL. 3<br>FEMALE | BLACK                                               | HISPANIC | AMER.<br>INDIAN | ASIAN | NON-<br>MIN. | BLACK | HISPANIC | AMER.<br>INDIAN | ASIAN | NON-<br>MIN. |
| Officials/Managers                                   | 1                                                                                         |                |                  |                                                     | 1        |                 |       |              |       |          |                 |       |              |
| Professionals                                        |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Technicians                                          |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Sales Workers                                        |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Office & Clerical                                    |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Craftworkers<br>(Skilled)                            |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Operators<br>(Semi-skilled)                          |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Laborers<br>(Unskilled)                              | 1                                                                                         |                |                  |                                                     | 1        |                 |       |              |       |          |                 |       |              |
| Service Workers                                      |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| <b>TOTAL</b>                                         |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Total employment<br>From previous<br>Report (if any) |                                                                                           |                |                  |                                                     |          |                 |       |              |       |          |                 |       |              |
| Temporary & Part-<br>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?  
 1. Visual Survey  2. Employer Record  3. Other (Specify)

13. IS THIS THE FIRST Employee Information Report Submitted?  YES  NO

14. IF NO, DATE LAST REPORT SUBMITTED: \_\_\_\_\_ MO. DAY YEAR

15. DATES OF PAYROLL PERIOD USED: From **5/29/09** To **present**

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): **AGUSTIN DIAZ** SIGNATURE: *[Signature]* TITLE: **OWNER** DATE: **9/19/09**

17. ADDRESS NO. & STREET: **6 MariGold Lane** CITY: **Califon NJ** COUNTY: **Hudson** STATE: **NJ** ZIP CODE: **07830** PHONE (AREA CODE AND EXTENSION): **908 832 5275**

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

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO/P; PINK - PUBLIC AGENCY; GOLD - VENDOR

## 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.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

### EXHIBIT A

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

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print): Agustin Diaz  
Representative's Signature: [Signature]  
Name of Company: DIAZ NURSERY LLC  
908-832-5275  
Tel. No.: \_\_\_\_\_ Date: 9/9/19

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

The contractor and the owner of DIAZ NURSERY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Agustin Diaz  
Representative's Signature: [Signature]  
Name of Company: DIAZ NURSERY  
Tel. No.: 908 832 5295 Date: 9 9 9

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Diaz Nursery LLC  
Address : 6 Marigold Lane Califon NJ 07830  
Telephone No. : 908 832 5275  
Contact Name :  Gus Diaz

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



New Jersey Division of Revenue  
**On-line Corporate Annual Report,  
 Business Reinstatement and Agent  
 Change Service**

**STEP 8: FILING CONFIRMATION**

Thank you for filing.  
 The corporation number & name for this filing are:  
 0600123232  
 DIAZ NURSERIES, L.L.C.

Confirmation number: 1414745  
 The amount of the annual report is \$ 50  
 The total amount due is \$ 50

Learn more about  
 annual report filing  
 requirements

**Steps:**

**Business  
 Identification**

**Review Record**

**Agent/Office  
 Information**

**Business Address**

**Officers/ Directors**

**Review Data  
 Entered**

**Signature/Payment**

**Filing  
 Confirmation**

Annual Report Filing Fee Paid for Years: 2009

Please note the confirmation number and print this page for your records.

Your credit card ending with 007 has been charged \$50 for this transaction. This should appear on your next statement as State of NJ Bus Filings Trenton NJ

We strongly suggest that you close your browser at this time. This will act as an added safeguard to protect your information from unauthorized access.

**File Review Instructions**

Please note: If you have just filed your Annual Report, Business Reinstatement or Agent Change online, you must wait 1 business day before the changes will be shown on any standing certificate.

If you believe the fee amount for outstanding annual reports is incorrect, you may request a file review by writing to:

New Jersey Division of Revenue  
 ATTN: Annual Report Review Unit  
 PO Box 302  
 Trenton, NJ 08646

You must include a cover letter noting the name and ten digit number of the business, the year(s) in which you believe an error occurred, copies of the annual reports you submitted and evidence of fee payment. If the Division finds that you have a credit balance, you will receive a refund for the amount involved.

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# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Justin Diaz, Owner

# 2009

Diaz Justin

J. Socolow, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 09-928

Agenda No. 10.0



## WITHDRAWN

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS CO., INC., TO FURNISH AND DELIVER VARIOUS FLUIDS AND LUBRICANTS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE.**

---

### COUNCIL

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

**WHEREAS**, the Acting Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering **Various Automotive Fluids and Lubricants** for the **Department of Public Works/Division of Automotive Maintenance**; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest bid being that from **Certified Products Co., Inc., 326 Kearny Avenue, Jersey City, New Jersey 07305**, in the total bid amount of **One Hundred Sixty Five Thousand, Five Hundred Seventeen Dollars (\$165,517.50) and Fifty Cents**; and

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

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2010 temporary budget ; and

**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.

#### **Dept. of Public Works/Automotive Maintenance**

**Account No. 01-201-26-315-208 Purchase Order No. 98345 Amount: \$10,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2010 and 2011 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 and 2011 temporary and permanent budget; and

**WHEREAS**, if funds are not available for the contract in the 2010 and 2011 temporary and permanent budgets; this award will be null and void.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Certified Products Co., Inc.**, 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

(Continued of page 2)

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

City Clerk File No. Res. 09-928

Agenda No. 10.0

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS CO., INC., TO FURNISH AND DELIVER VARIOUS FLUIDS & LUBRICANTS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

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

*11/4/09 J.A.* **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 or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Dept. of Public Works/Automotive Maintenance

Acct. No. 01-201-26-315-208 P.O. No. ~~98345~~ Amount \$10,000.00

Approved by \_\_\_\_\_  
Peter Folgado, Acting Purchasing Director

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

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

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

**WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        |     |     |      | GAUGHAN       |     |     |      | BRENNAN       |     |     |      |
| DONNELLY                                         |     |     |      | FULOP         |     |     |      | FLOOD         |     |     |      |
| LOPEZ                                            |     |     |      | RICHARDSON    |     |     |      | VEGA          |     |     |      |

✓ 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 FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS CO., TO FURNISH AND DELIVER VARIOUS AUTOMOTIVE FLUIDS AND LUBRICANTS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

John Yurchak, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Four (4)

**DATE BIDS WERE PUBLICLY RECEIVED:**

September 29, 2009

**NUMBERS OF BIDS RECEIVED:**

Three (3)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Furnish and Deliver various automotive fluids and lubricants to the Department of Public Works

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

|                                                                     | Grand Total Bid Price |
|---------------------------------------------------------------------|-----------------------|
| 1) Certified Products<br>326 Kearny Avenue<br>Jersey City, NJ 07305 | \$165,517.50          |
| 2) A.B Undercar<br>700 Tonnelle Avenue<br>Jersey City, NJ 07306     | \$186,725.00          |
| 3) David Weber Oil<br>601 Industrial Road<br>Carlstadt, NJ 07072    | \$223,069.50          |

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

10/22/09.  
Date

Peter Folgado, Acting Director  
Division of Purchasing

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print):

SEOPER SAID RANDALL V. PRESIDENT

Representative's Signature: [Signature]

Name of Company: CERTIFIED PRODUCTS

269 KEARNY AVE J.C. NJ 07305

Tel. No.: 201-433-0033 Date: 09/28/09

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

The contractor and the Said (Signed) Randa of CERTIFICS Products (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Said (Signed) Randa V. President  
Representative's Signature: [Signature]  
Name of Company: CERTIFICS PRODUCTS  
Tel. No.: 201-433-0013 Date: 09/28/09

**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 bid proposal.

Business Name : CERTIFIED PRODUCTS  
Address : 269 KEARNY AVE. TC. NJ. 07305  
Telephone No. : 201-433-0013  
Contact Name : MIKE RAMDAF

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PALCO, INC.  
**Trade Name:** CERTIFIED PRODUCTS CO  
**Address:** 400 WEST SIDE AVE  
JERSEY CITY, NJ 07305  
**Certificate Number:** 0065835  
**Effective Date:** March 28, 1973  
**Date of Issuance:** October 28, 2009

**For Office Use Only:**  
20091028122311748

09/13/01

**PALCO, INC.**  
400 WEST SIDE AVE  
JERSEY CITY NJ 07305

Taxpayer Identification# 221-995-814/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

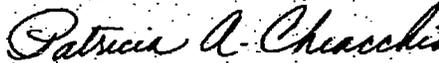
Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

**PALCO, INC.**

TAXPAYER IDENTIFICATION#

**221-995-814/000**

ADDRESS

**400 WEST SIDE AVE  
JERSEY CITY NJ 07305**

EFFECTIVE DATE:

**03/28/73**

FORM-BRC(08-01)

TRADE NAME:

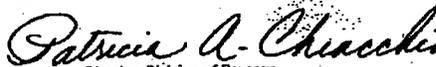
**CERTIFIED PRODUCTS CO**

CONTRACTOR CERTIFICATION#

**0065835**

ISSUANCE DATE:

**09/13/01**



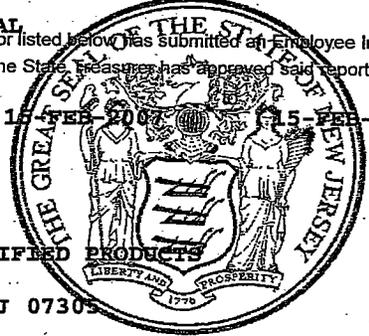
Director, Division of Revenue

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

Certification 13647

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of



~~15-FEB-2007~~ ~~15-FEB-2014~~



**PACLO CORP. T/A CERTIFIED PRODUCTS**  
**400 W. SIDE AVE.**  
**JERSEY CITY NJ 07305**

*Randy Abela*  
State Treasurer

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

City Clerk File No. Res. 09-929

Agenda No. 10.P

Approved: NOV 10 2009



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT  
DRIVING WHILE INTOXICATED**

**COUNCIL as a whole  
of the following resolution**

**Offered and moved adoption**

**WHEREAS**, Driving while intoxicated creates many dangers to all who use the streets of the City of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger and has awarded the Jersey City Police Department **\$14,104.58** under the Drunk Driving Enforcement Fund (DDEF 2009); and

**WHEREAS**, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

**WHEREAS**, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

**WHEREAS**, the Division of Highway Traffic Safety has awarded the Jersey City Police Department a total of **\$14,104.58**; and

**WHEREAS**, the funds will be used to provide overtime patrols to combat Driving While Intoxicated including checkpoints and roving patrols; in addition to purchasing e-flares and traffic cones to be used to further assist officers conducting these checkpoints; and

**WHEREAS**, the Jersey City Police Department would like to accept the award of **\$14,104.58** from the New Jersey Division of Highway Traffic Safety, Drunk Driving Enforcement Fund 2009.

**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 accept the **\$14,104.58** award from the New Jersey Law and Public Safety; and
2. The funds will be used for overtime patrols to combat drunk driving by conducting checkpoints, and roving patrols and purchase equipment to enhance checkpoint operations.

APPROVED: *Samuel Jefferson*

APPROVED AS TO LEGAL FORM

APPROVED: *Joe Romanos*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required  **APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| 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          | ✓   |     |      |

✓ 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 THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

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

Director Samuel Jefferson

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

The New Jersey Department of Law and Public Safety has awarded the Jersey City Police Department \$14,104.58 to combat drunk driving by conducting checkpoints and roving patrols. Equipment such as e-flares and traffic cones will also be purchased to enhance checkpoint operations.

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

To ensure that persons who have been drinking do not drive and remove them from our streets.

5. Anticipated Benefits to the Community:

To remove persons that have been drinking and driving from the streets of Jersey City and make Jersey City a safer place for residents, motorists, and visitors.

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 \$14,104.58 which is provided in full by State Funds.

7. Date Proposed Program or Project will Commence: January 1, 2010

8. Anticipated Completion Date: December 31, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

Sergeant Jaclyn Marcazo, Grants Office, 8 Erie Street, Jersey City

Samuel Jefferson 10/23/09  
Director of Police Date

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

City Clerk File No. Res. 09-930

Agenda No. 10-Q

Approved: NOV 10 2009

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT  
AMONG THE CITY OF JERSEY CITY, WASTE MANAGEMENT OF NEW JERSEY, INC.,  
CWM CHEMICAL SERVICES, L.L.P IN CONNECTION WITH PROPERTY THAT WILL  
BE DEVELOPED AS THE MARION GREENWAY PARK**

**WHEREAS**, the City of Jersey City (City) will be acquiring title to approximately thirty-two (32) acres of land located in Jersey City identified as Block 1627, Lot 1.P, 2.A, 3.B, and 5.A; Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property); and

**WHEREAS**, the Property is part of the PJP Landfill Super Fund Site; and

**WHEREAS**, Waste Management of New Jersey, Inc. (Waste Management) and CWM Chemical Services, LLC (CWM) (collectively referred to as CCS) have the obligation to remediate the Property pursuant to an Administrative Consent Order (ACO) and their Remedial Design Plan was approved by the New Jersey Department of Environmental Protection (DEP); and

**WHEREAS**, the Remedial Design Plan was not adequate for any end use of the Property including a park; and

**WHEREAS**, the City prepared an Equivalent Remedial Design Plan that will support the use of the Property as the Marion Greenway Park; and

**WHEREAS**, the City and CCS are parties to a Transfer of Liability Agreement that pertains to the Equivalent Remedial Design Plan; and

**WHEREAS**, pursuant to the terms of the Transfer of Liability Agreement and a Memorandum of Understanding with the State of New Jersey (MOU), the City will assume responsibility for certain obligations and responsibilities at the Property, which will include but not be limited to the assumption of CCS's oversight and maintenance activities (O&M) after DEP issues a Certificate of Completion for CCS's construction of the Equivalent Remedial Design Plan; and

**WHEREAS**, in consideration of the City's assumption of the O&M obligations, CCS shall deposit \$1,154,561.00 in an escrow account; and

**WHEREAS**, the City shall have the right to draw down on the escrow account for the cost of oversight and maintenance activities at the Property on a lump sum annual basis in accordance with the terms set forth in the Escrow Agreement; and

**WHEREAS**, Penny S. Ludman, Esq. has been designated the escrow holder.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute the an Escrow Agreement with CCS, in substantially the form attached subject to such modifications deemed appropriate or necessary by the Corporation Counsel or the Business Administrator.

RR/cw/igp

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator  
AST

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

Certification Required

Not Required

APPROVED 9-0  
11/10/09

| 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       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

## ESCROW AGREEMENT

This Escrow Agreement is made on \_\_\_\_\_, 2009, by and among the **City of Jersey City** (hereinafter referred to as "Jersey City"); **Waste Management of New Jersey, Inc.** and **CWM Chemical Services, L.L.C.** (hereinafter collectively referred to as "CCS"); and \_\_\_\_\_ (the "Escrow Holder").

**WHEREAS**, Jersey City and CCS are parties to an Agreement dated \_\_\_\_\_, 2009 (the "Agreement");

**WHEREAS**, pursuant to the terms of the Agreement and the Memorandum of Understanding with the State of New Jersey, dated \_\_\_\_\_ ("MOU"), Jersey City will assume responsibility for certain obligations and responsibilities at the Site, which shall include but not be limited to assumption of CCS's Operation and Maintenance ("O&M") activities;

**WHEREAS**, in consideration of Jersey City's assumption of these obligations and responsibilities delineated in the Agreement and MOU, CCS shall deposit in escrow a payment to Jersey City in the amount specified in Section 4 of the Agreement;

**WHEREAS**, pursuant to the terms of the Agreement, CCS is to deposit the escrowed funds with the Escrow Holder upon CCS's receipt of NJDEP's Certificate of Completion for CCS's construction of the Equivalent Remedial Design; and

**WHEREAS**, Jersey City and CCS desire that the Escrow Holder act as the escrow agent with respect to maintaining and disbursing the funds required to be deposited by CCS with it under and pursuant to the Agreement.

# DRAFT

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. All terms not otherwise defined herein shall have the same meanings as set forth in the Agreement.
2. Upon CCS's receipt of NJDEP's Certification of Completion for CCS's construction of the Equivalent Remedial Design, CCS shall deposit \$1,154,561 ("Escrowed Amount") into an escrow account maintained by the Escrow Holder ("Escrow Account").
3. Upon deposit of the Escrowed Amount into the Escrow Account, Jersey City shall perform and it shall have the right to draw down on the Escrow Account for O&M activities at the Site on a lump sum annual basis in accordance with the terms set forth herein and the payment schedule attached hereto as Exhibit A (the "Escrow Payment Schedule").
4. As a condition precedent to the release of any escrowed funds in accordance with the Schedule, Jersey City shall, subject to penalties under N.J.S.A. 2C:28-2, submit an annual certification to the Escrow Holder and CCS (in accordance with paragraph 14 of the Agreement) which states that: (a) Jersey City is in compliance with the MOU, and that it is performing all necessary and required O&M activities in accordance with the Agreement, and (b) coverage remains in effect for the errors and omissions, pollution legal liability and general liability insurance coverage as required in Section 8 of the Agreement.
5. The Escrowed Amount received by the Escrow Holder shall be deposited into an insured, short term, interest-bearing escrow account with a federally insured bank having an office in New Jersey ("Bank"), the terms of which account shall be selected by the Escrow Holder. The Escrow Holder shall manage the Escrow Fund, the Escrow Holder shall discharge his duties with respect to the Escrow Fund with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar

# DRAFT

with such matters, would use in the conduct of an enterprise of a like character and with like aims.

6. The Escrow Holder shall not be responsible for the maintenance of the Escrow Account with the Bank, including, but not limited to, the monitoring of interest to be paid and the calculation thereof, or for the maintenance of deposit insurance thereon, which said duties shall be the sole responsibility of Bank.

7. The tax identification numbers of Jersey City shall be used for the opening of the Escrow Accounts required by this Escrow Agreement. Jersey City agrees to execute and deliver to the Escrow Holder a W-9 or substitute form as required by the Escrow Holder. Jersey City shall be responsible for all fees and taxes, if any, related to the Escrow Account, which shall be paid out of the Escrow Account.

8. Jersey City shall be entitled to withdraw annually any interest earned on the Escrowed Amount in excess of the fees and taxes to be paid in accordance with Paragraph 7 of this Escrow Agreement.

9. The acceptance by the Escrow Holder of its duties under this Escrow Agreement is subject to the following terms and conditions, which the parties to this Escrow Agreement agree shall govern and control with respect to the Escrow Holder's rights, duties, liabilities and immunities:

(a) The Escrow Holder shall be under no duty or responsibility to make any inquiry or investigation as to the accuracy or adequacy, and shall be entitled to assume conclusively the correctness and completeness, of any and all information given in any document or notice received by the Escrow Holder from the parties to this Agreement. The Escrow Holder shall not be required to perform any duties other than as expressly provided herein.

(b) The Escrow Holder shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, excepting only its negligence or willful misconduct.

# DRAFT

(c) The Escrow Holder shall not in any way be bound or affected by any notice of modification or cancellation of this Escrow Agreement unless notice thereof is given to the Escrow Holder by Jersey City and CCS; nor shall the Escrow Holder be bound by any modification of its obligations hereunder unless the same shall be consented to by the Escrow Holder in writing. The Escrow Holder shall be entitled to rely upon any judgment, certification, demand, notice or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of a court issuing any judgment or order.

(d) The Escrow Holder may act in reliance upon any instrument or signature reasonably believed by it to be genuine, and the Escrow Holder may assume that any person purporting to give any notice of receipt of advice or make any statement in connection with the provisions hereof has been duly authorized to do so.

(e) This Escrow Agreement sets forth among other things, the duties of the Escrow Holder with respect to any and all matters pertinent hereto. Except as otherwise expressly provided herein, the Escrow Holder shall not refer to, and shall not be bound by, the provisions of any other agreement with respect to the subject matter hereof.

(f) Except with respect to claims based upon the Escrow Holder's negligence or willful misconduct, Jersey City shall indemnify and hold harmless the Escrow Holder from and against any claims arising out of or in connection with this Escrow Agreement, such indemnification to include all reasonable costs and expenses incurred by the Escrow Holder, including, without limitation, reasonable attorney's fees.

(g) In the event of any disagreement between the parties to this Escrow Agreement, or between them or any one of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the Escrowed Amount hereunder, or in the event that the Escrow Holder in good faith is in doubt as to what action it should take hereunder, the Escrow Holder may, at its option, refuse to comply with any claims or demands on it, until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by written agreement executed by the parties.

(h) The provisions of this paragraph shall survive the termination of the Agreement or this Escrow Agreement.

10. The Escrow Holder may at any time be removed by the unanimous agreement of Jersey City and CCS. The Escrow Holder may at any time resign hereunder by giving at least thirty (30) days' prior written notice thereof to all of the parties, which resignation shall become effective at the end of such thirty (30) day period, provided that a new Escrow Holder has been appointed by Jersey City and CCS. Upon the effective date of such resignation, the Escrow

# DRAFT

Amount and any Interest shall be delivered to the new Escrow Holder. Upon actual receipt thereof by the new Escrow Holder, all obligations of the Escrow Holder hereunder shall cease and terminate. If the parties are unable to appoint a new Escrow Holder within thirty (30) days of the resignation or removal of the Escrow Holder, the Escrow Holder may appoint a replacement or successor Escrow Holder.

11. CCS, Jersey City and Escrow Holder each represent that the execution, delivery, and performance of this Escrow Agreement has been duly authorized on its behalf by the requisite governing council, board or official in accordance with all legal requirements and procedures, and that the person signing on that party's behalf has sufficient authority and has been duly authorized to execute this Escrow Agreement.

12. This Escrow Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

13. This Escrow Agreement shall be construed under the laws of the State of New Jersey without giving effect to the choice of law principles thereunder. The parties hereby consent to the personal jurisdiction in the Superior Court of New Jersey, Law Division - Hudson County in any action that may be commenced to enforce rights under this Agreement.

14. Except for those paragraphs that survive, this Escrow Agreement shall terminate upon the disbursement of all funds in the Escrow Account.

15. This Escrow Agreement may not be amended or modified except by a written instrument signed by a duly authorized representative of each party.

16. All notices pursuant to this Escrow Agreement shall be provided in accordance with paragraph 14 of the Agreement.

# DRAFT

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the dates indicated below.

CITY OF JERSEY CITY

CWM CHEMICAL SERVICES, L.L.C.

---

Name:  
Title:  
Date:

---

Name:  
Title:  
Date:

ESCROW HOLDER

Waste Management of New Jersey, Inc.

---

Name:  
Title:  
Date:

---

Name:  
Title:  
Date:

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

City Clerk File No. Res. 09-931

Agenda No. 10.R



## WITHDRAWN

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PREFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2010 FISCAL YEAR

COUNCIL  
Resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

**WHEREAS**, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 255 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

**WHEREAS**, pursuant to PL 1997.c.256. Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

**WHEREAS**, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective July 1, 2009 and expiring on June 30, 2010; and

**WHEREAS**, these services, qualifying as professional services which under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. may be authorized without public bidding; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Andrew C. Abrams, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Andrew C. Abrams, Esq. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Andrew C. Abrams, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Andrew C. Abrams, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Andrew C. Abrams, Esq. will receive the sum of Seven-Thousand (\$7,000.00) Dollars per year paid in monthly increments.

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2010 FISCAL YEAR**

2. The total amount of this contract will be Seven Thousand (\$7,000.00) Dollar.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Seven Thousand (\$7,000.00) Dollars is available in Account No: 10-01-201-43-495-312 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

ms:

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

**WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      | 11/10/09 |  |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|----------|--|
| 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          |     |     |      |          |  |

✓ 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

Andrew Abrams, Esq.  
255 Newark Avenue  
Jersey City, New Jersey 07302

RE: Chief Municipal Public Defender

Dear Mr. Abrams:

Jersey City has established a Public Defender Program pursuant to Public Laws 1997, Chapter 256, Section 3 (N.J.S.A. 2B:12-28). You have been selected to serve as Chief Municipal Public Defender. This selection is in addition to and separate and apart from your contract as a participating trial attorney. Your term as Chief Municipal Public Defender will commence July 1, 2009 and expire June 30, 2010. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

As Chief Municipal Public Defender, your duties shall be to schedule, supervise and coordinate the public defenders and administer the office functions related thereto. Your fee will be \$7,000.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm.

The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files. It is imperative that a signed

agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

Very truly yours,

WILLIAM MATSIKOUDIS  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Please print or type name here

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

City Clerk File No. Res. 09-932

Agenda No. 10.5

Approved: NOV 10 2009



**TITLE:**

**RESOLUTION APPROVING APPRAISAL AND AUTHORIZING OFFER FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT TRUCK ROUTE 1 & 9 AND SIP AVENUE, BLOCK 1627, LOTS 1.P., 2.A, 3.B & 5.A, AND BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A & 7, BY PURCHASE OR CONDEMNATION**

**WHEREAS**, by Ordinance 09-038 the Municipal Council of the City of Jersey City ordained to acquire the real property commonly known by the street address of Truck Route 1 & 9 and also known as Block 1627, Lots 1.P, 2.A, 3.B & 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A & 7; and

**WHEREAS**, the acquisition of the foregoing property for the public purpose of use as open space and a park is to be accomplished by purchase or condemnation; and

**WHEREAS**, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq., the City of Jersey City has obtained an appraisal of the property by Paul T. Beisser, CRE, MAI, a qualified licensed real estate appraiser; and

**WHEREAS**, the Municipal Council has received an appraisal report dated December 12, 2008, prepared by Paul T. Beisser in which he opines that the fair market value of the property as of November 1, 2008 is \$12,682,000;

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

1. The appraisal report dated December 12, 2008 prepared by Paul T. Beisser, CRE, MAI, a qualified licensed real estate appraiser, determining that the fair market value of the property as of November 1, 2008 is \$12,682,000 is hereby approved.
2. An offer by the City to the property owner(s) in the amount of the appraised value subject to negotiations as to price reduction and other terms by reason of the environmental condition of the property and its status as a landfill is hereby authorized.
3. The Corporation Counsel and the Business Administrator are authorized and directed, either directly or through Special Counsel, to make an offer for the purchase of the property to the property owner(s) in the amount of \$12,400,000 subject to negotiation of the foregoing environmental issues and to negotiate in good faith with the record owner(s) of the property for its voluntary acquisition in accordance with N.J.S.A. 20:3-6.
4. In the event that the negotiations for the voluntary acquisition of the property result in an agreement for acquisition by condemnation at a fixed price of \$12,400,000 subject to approval of a Memorandum of Understanding with the New Jersey Department of Environmental Protection and certain responsible parties as to the environmental remediation of the property, the Corporation Counsel and Business Administrator are authorized and directed, either directly or through Special Counsel, to commence a condemnation action for the acquisition of the property and to deposit the amount of the agreed upon compensation with the Clerk of the Superior Court upon the filing of a Declaration of Taking to obtain ownership of the property.

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

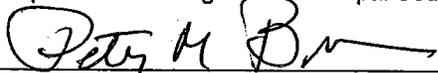
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| 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.

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

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



## VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

December 12, 2008

William Matsikoudis, Corporation Counsel  
City of Jersey City  
Law Department  
280 Grove Street  
Jersey City, NJ 07302

Re: Siegel Property  
Sip Avenue & Routes 1 & 9  
Jersey City, New Jersey

Dear Mr. Matsikoudis:

The City of Jersey City has authorized Value Research Group, LLC to appraise a 32.52-acre tract of land owned by Edwin L. Siegel and a related entity, Edlin, Ltd. The City intends to use the appraisal in connection with a proposed property acquisition.

The subject property is a 32.52-acre tract of land located at the intersection of Sip Avenue and Truck Route 1 & 9. Existing operations on the site include a truck stop and fueling facility and a commercial building. These improvements occupy approximately two acres of land located along the site's Truck Route 1 & 9 frontage. The Sip Avenue ditch, a man-made drainage ditch that forms the subject property's southern boundary, runs west to the Hackensack River from a city storm sewer outlet at Truck Route 1 & 9. The Pulaski Skyway, an elevated highway, runs through the subject property from the northeast to southwest. The Skyway effectively divides the property into two discrete sections; 17.43-acres west of the Skyway and 15.09-acres of vacant land east of the Skyway

The site is part of a Superfund site known as the PJP Landfill. As such, the site was placed on the EPA's National Priority List in December 1982. The site is contaminated by a variety of toxic substances and much of the site is covered with landfill material. To gain a better understanding of the site's environmental and geotechnical conditions, I have reviewed an engineering study prepared by Golder Associates entitled Pre-Final (90 Percent) Remedial Design Report – PJP Landfill Site, Jersey City, New Jersey. The report, dated June 2004, was prepared for Waste Management of New Jersey. References to this study appear throughout the appraisal and the complete report is available for review upon request. Despite the presence of on-site contamination, the subject property has been valued as if fully remediated in accordance with current law.

The subject property is located in the Hackensack River Edge Redevelopment Area. On September 27, 2006, the City of Jersey City adopted a redevelopment plan for the designated area. Prior to its inclusion in a Redevelopment Area, most of the subject property was located in the I-Industrial, a district that permitted a broad range of industrial uses including manufacturing, assembly, warehousing, distribution, truck terminal, office and research uses. A smaller portion of the property was situated in the WPD Waterfront Planned Development District, where a variety of recreational, commercial and residential uses were permitted.

The requirements of the Redevelopment Plan are not applicable to this assignment, which requires the appraiser to factor out all appreciating and depreciating influences of the City's redevelopment project. Therefore, the subject property is appraised in accordance with the requirements of the I-Industrial and WPD districts. Given the existing site conditions, its location, physical characteristics and surrounding land uses, the highest and best use of the subject property is for industrial development consistent with the requirements of the I-Industrial District.

I have researched, identified and gathered, verified, and analyzed all of the data appearing within the attached appraisal report. Based on my findings and analysis, I have formed the opinion that the market value of the subject property's fee simple estate as of November 1, 2008 was:

|                                                                    |                     |
|--------------------------------------------------------------------|---------------------|
| 2.00 acres of land along Route 1 & 9<br>and Existing Improvements: | <u>\$ 2,915,000</u> |
| 13.09-acres of land east of the Skyway:                            | \$ 4,189,000        |
| 17.43-acres of land west of the Skyway:                            | \$ 5,578,000        |
| <b>Total Market Value of the Subject Property</b>                  | <b>\$12,682,000</b> |

Very truly yours,

VALUE RESEARCH GROUP, LLC.



Paul T. Beisser, CRE, MAI  
State Certified General Real  
Estate Appraiser (RG 00181)

File #4469

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**SUMMARY APPRAISAL REPORT  
PORTION OF THE PJP LANDFILL SITE  
TRUCK ROUTE 1 & 9 AND SIP AVENUE  
BLOCK 1627, LOTS 1.P, 2.A, 3.B, 5.A  
BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A, 7  
JERSEY CITY, NEW JERSEY**

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**PREPARED FOR  
CITY OF JERSEY CITY**

**AS OF  
NOVEMBER 1, 2008**

# Certification for Appraisal Assignments

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, conclusions and recommendations.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the persons signing this certification.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Paul T. Beisser is currently a State Certified General Real Estate Appraiser in the State of New Jersey.
12. As of the date of this appraisal, Paul T. Beisser has completed the requirements of the continuing education program of the Appraisal Institute.



Paul T. Beisser, MAI, CRE  
State Certified General Real  
Estate Appraiser (RG 00181)

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## Appraisal Summary

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|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Owner:</u>                   | Edwin L. Siegel and a related entity, Edlin, Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <u>Property Address:</u>        | 400 Sip Avenue (Sip Avenue & Routes 1 & 9)<br>Block 1627, Lots 1.P, 2.A, 3.B, 5.A<br>Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A, 7<br>Jersey City, New Jersey                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <u>Lot Size:</u>                | 32.52 acres (assessor's records)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <u>Zoning:</u>                  | The subject property is currently located within a redevelopment area established by the City of Jersey City on September 27, 2006. Prior to the designation, the subject property was located in the I-Industrial and WPD Waterfront Planned Development districts. Therefore, the subject property is valued under the terms and requirements of these prior zoning districts.                                                                                                                                                                                                                                                                     |
| <u>Property Description:</u>    | The subject site contains 32.52-acres of land accessible from the west side of Truck Route 1 & 9. Two acres fronting on Routes 1 & 9 are leased to outside tenants and improved with a truck stop/gas station and a commercial building. The Sip Avenue ditch, a man-made drainage ditch that forms the subject property's southern boundary, runs west to the Hackensack River from a city storm sewer outlet at Truck Route 1 & 9. The elevated Pulaski Skyway runs over the western portion of the property dividing the site into two discreet sections. Finally, the entire site is part of an active superfund site known as the PJP Landfill. |
| <u>Date of Valuation:</u>       | November 1, 2008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <u>Highest &amp; Best Use:</u>  | Warehouse development consistent with the requirements of Linden Zoning Ordinance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <u>Market Value Indication:</u> | \$12,682,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

# The Appraisal Process

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The appraisal process is a systematic procedure used to answer questions about real property value. The process involves a series of steps that, when completed, lead to a well-supported and persuasive opinion of a property's value.

The first step in the valuation process is the definition of the appraisal problem, which includes identification of the real estate and property rights to be valued, specification of the use of the appraisal, definition of the value sought, specification of the date of the value estimate, description of the scope of the appraisal, and identification of other limiting conditions.

Next, a preliminary analysis is performed to determine the character and scope of the assignment and the amount of work that will be required to gather the necessary data.

During the selection and collection of data phase of the appraisal process, the appraiser gathers general data on the value influences and trends; specific data pertaining to the subject property's financing, cost, income and expenses, and legal, physical, and locational features; and competitive supply and demand data that describe the position of the subject property in its future market.

After all of the pertinent data has been collected, a highest and best use analysis is performed. That is, the use that will embody the most profitable use of the subject site, as if vacant, is identified and then compared to the site as currently improved. By comparing the highest and best use of the site as if vacant with the property as improved, important observations can be made regarding the property's level of physical, functional, and economic obsolescence.

Once all the factual data has been reported and analyzed, and the property's highest and best use has been determined, value estimates for the subject property are possible. First, a land value estimate is made to identify the site's contribution to the total property value. Next, the three approaches to value, namely, the cost approach, the sales comparison approach, and the income capitalization approach are used to provide independent indications of the subject property's overall value. The value indications derived by the three approaches are then reconciled to provide a single value estimate for the subject property.

How the appraisal process is applied in this case is outlined in the next section under the heading *Scope of the Appraisal*.

## Scope of the Appraisal

The City of Jersey City authorized Value Research Group, LLC to appraise property owned by Edwin L. Siegel and a related entity, Edlin, Ltd. and located at 400 Sip Avenue, Jersey City, New Jersey. In making the appraisal, the following work was performed:

1. A personal inspection of the subject property was made.
2. The Jersey tax maps were examined.
3. Regional and municipal economic and development data was gathered and analyzed.
4. A review of an engineering study prepared by Golder Associates entitled Pre-Final (90 Percent) Remedial Design Report – PJP Landfill Site, Jersey City, New Jersey. The report, dated June 2004, was prepared for Waste Management of New Jersey.
5. A Cost Estimate report prepared by Donald E. Henry, Jr. AIA LEEDAP, Vice President Urbahn Architects was reviewed. The cost estimate addressed the cost differential for constructing pile foundations instead of standard spread footings for the Jersey City Municipal Services Complex.
6. Applicable zoning and assessment data was analyzed.
7. All three approaches to value were considered. The sales comparison approach was considered the most meaningful and reliable indicator of market value for the subject property.
8. Comparable sales were identified, analyzed and verified. The verification process included interviews with the sellers, buyers, agents, and/or any other person known to have participated in the transactions.
9. The comparable sales were adjusted for any differences with the subject significant enough to affect market value. The fee simple value of the subject site provides the basis for the easement value estimate.

# General Data

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## Purpose and Date of the Appraisal

The purpose of this appraisal is to provide a market value estimate of a vacant lot owned by Edwin L. Siegel and a related entity, Edlin, Ltd. as of November 1, 2008. The subject property is identified on the Jersey City tax rolls as:

Truck Route 1 & 9 and Sip Avenue  
Block 1627, Lots 1.P, 2.A, 3.B, 5.A  
Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A, 7  
Jersey City, New Jersey

## Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

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<sup>1</sup> Uniform Standards of Professional Appraisal Practice (USPAP). Washington, DC, The Appraisal Foundation, 2005

## Function of the Appraisal

This appraisal is intended to assist the City of Jersey City in determining the just compensation due the property owner in connection with a proposed property acquisition. This document is a Summary Appraisal Report. As such, it has been prepared in accordance with all applicable report-writing requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Standards of Professional Practice of the Appraisal Institute.

A Summary Appraisal Report is defined as a report that contains a summary of all information significant to the solution of the appraisal problem. The reader of a Summary Appraisal report should expect to find all significant data reported in tabular or abbreviated narrative formats. The essential difference between the self-contained Appraisal Report and the Summary Appraisal Report is the level of detail in the presentation.<sup>2</sup>

## Property Rights Appraised

The right or interest in the property being appraised is a fee simple estate. A fee simple estate is defined as follows:

Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>3</sup>

## Date of the Property Inspection

A property inspection was arranged with Nathan Wolf, Esquire, an attorney representing the property owner in this matter. An inspection notification letter was sent to Mr. Wolf via certified and regular mail on November 15, 2007. Paul T. Beisser inspected the subject property on November 30, 2007. An exterior inspection was performed. All physical descriptions and observations reported in this appraisal are based, in part, on this property inspection.

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<sup>2</sup> Uniform Standards of Professional Appraisal Practice (USPAP). Washington, DC, The Appraisal Foundation, 2005

<sup>3</sup> The Dictionary of Real Estate Appraisal, Fourth Edition. (Chicago, Illinois: Appraisal Institute, 2002)

## Identification and Title

Edwin L. Siegel and a related entity, Edlin, Ltd. have owned the subject property for over five years. I am unaware of any recent transfers of property title.

## History, Use and Occupancy

The site is part of a Superfund site known as the PJP Landfill. As such, the site was placed on the EPA's National Priority List in December 1982. The site is contaminated by a variety of toxic substances and much of the site is covered with landfill material. To gain a better understanding of the site's environmental and geotechnical conditions, I have reviewed an engineering study prepared by Golder Associates entitled Pre-Final (90 Percent) Remedial Design Report – PJP Landfill Site, Jersey City, New Jersey. The report, dated June 2004, was prepared for Waste Management of New Jersey. References to this study appear throughout the appraisal and the complete report is available for review upon request. Despite the presence of on-site contamination, the subject property has been valued as if fully remediated in accordance with current law.

Approximately two acres of the site fronting on Truck Route 1 & 9 are leased to outside tenants at a combined net annual rent of \$204,000. The leased portion of the site is improved with truck stop and fueling facility and a commercial building. The remainder of the site is vacant. During my inspection, I observed several truck trailers and containers scattered across the site. According to Mr. Wolf, the containers are being removed as part of the remedial workplan.

## Assessment and Tax Data

Jersey City assessed the subject property for the 2008 tax year as follows:

| Block                          | Lot | Land             | Improvements     | Total            |
|--------------------------------|-----|------------------|------------------|------------------|
| 1627                           | 1.P | \$200,000        | \$0              | \$200,000        |
| 1627                           | 2.A | 50,000           | 0                | 50,000           |
| 1627                           | 3.B | 323,800          | 100,000          | 423,800          |
| 1627                           | 5.A | 76,200           | 0                | 76,200           |
| 1639.A                         | 1.C | 9,300            | 0                | 9,300            |
| 1639.A                         | 2.A | 50,000           | 0                | 50,000           |
| 1639.A                         | 3   | 133,700          | 0                | 133,700          |
| 1639.A                         | 7   | 5,000            | 0                | 5,000            |
| <b>Total</b>                   |     | <b>\$848,000</b> | <b>\$100,000</b> | <b>\$948,000</b> |
| <b>2007 Chapter 123 Ratio:</b> |     |                  |                  | 26.12%           |
| <b>2007 Equalized Value:</b>   |     |                  |                  | \$3,629,403      |
| <b>2006 Tax Rate:</b>          |     |                  |                  | \$5.549          |
| <b>2006 Taxes:</b>             |     |                  |                  | \$52,605         |

# Site Data and Analysis

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## Site Description

The subject property is located on the west side of U.S. Route 1 & 9 at the Sip Avenue intersection. The PJP Landfill is bounded by on the northwest by the Hackensack River, on the north by the Hartz Mountain Warehouse, on the northeast by a recycling facility and a warehouse on the southeast by Truck Route 1 & 9 and on the southwest by warehouses and truck operations. The subject property, which consist of the northernmost portion of the PJP Landfill site, contains 32.52 acres of land that is bisected by the Pulaski Skyway, an elevated highway that runs through the center of the site northeast to southwest. Due to the presence of the Pulaski Skyway and the configuration of the land, the site is effectively divided into two discrete sections; 17.43-acres situated west of the Skyway and 15.09-acres east of the Skyway fronting on Route 1 & 9. The site is comprised of 10 tax lots as follows:

| <b>Block</b>                | <b>Lot</b> | <b>Acres</b> |
|-----------------------------|------------|--------------|
| 1627                        | 1.P        | 12.15        |
| 1639.A                      | 1.C        | 4.76         |
| 1639.A                      | 7          | 0.52         |
| <b>Total West of Skyway</b> |            | <b>17.43</b> |
| 1627                        | 2.A        | 2.95         |
| 1627                        | 3.B        | 3.84         |
| 1627                        | 5.A        | 2.87         |
| 1639.A                      | 3          | 1.29         |
| 1639.A                      | 4C         | 2.68         |
| 1639.A                      | 6A         | 0.40         |
| 1639.A                      | 4          | 1.06         |
| <b>Total East of Skyway</b> |            | <b>15.09</b> |
| <b>Grand Total</b>          |            | <b>32.52</b> |

A truck stop and a commercial building covering approximately two acres are located on along Route 1 & 9, east of the Skyway. The balance of the subject site is a former material and automobile salvage yard. This portion of the site is enclosed by chain link fencing.

## Site Data and Analysis (continued)

A man-made ditch with tidal influences, called the Sip Avenue Ditch, runs west from storm sewer outlets at Route 1 & 9, through the southern portion of the site to the Hackensack River. The Sip Avenue Ditch is a storm water discharge point for the PJP Landfill including the subject property. The 2,200 foot long ditch conveys storm water discharge from the subject site and from the Jersey City storm sewer located at Route 1 & 9. The embankments of the ditch are steep and heavily vegetated. The base of the ditch is filled with sediment and debris. The ditch is reportedly functioning as intended.

As previously reported, the site is part of an 87-acre Superfund site known as the PJP Landfill. As such, the site was placed on the EPA's National Priority List in December 1982. The site is contaminated by a variety of toxic substances and much of the site is covered with landfill material. To gain a better understanding of the site's environmental and geotechnical conditions, I have reviewed an engineering study prepared by Golder Associates entitled Pre-Final (90 Percent) Remedial Design Report – PJP Landfill Site, Jersey City, New Jersey. The report, dated June 2004, was prepared for Waste Management of New Jersey. References to this study appear throughout the appraisal and the complete report is available for review upon request. Despite the presence of on-site contamination, the subject property has been valued as if fully remediated in accordance with current law.

Additional site details are summarized as follows:

|                     |                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Zoning Designation: | The subject property is currently located within a redevelopment area established by the City of Jersey City on September 27, 2006. Prior to the designation, the subject property was located in the I-Industrial and WPD Waterfront Planned Development districts. Therefore, the subject property is valued under the terms and requirements of these prior zoning districts. |
| Shape:              | Irregular – effectively two discrete parcels divided by the elevated Pulaski Skyway.                                                                                                                                                                                                                                                                                             |
| Utilities:          | Water and electric available on site, no sanitary sewer or gas on the site.                                                                                                                                                                                                                                                                                                      |
| Ingress/egress:     | Adequate access from curb cut in Route 1 & 9.                                                                                                                                                                                                                                                                                                                                    |

## Site Data and Analysis (continued)

|                         |                                                                                                                                                                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Flood Area Designation: | Low lying areas of the site are within the 100-year flood plain. FEMA maps show 100-year flood elevation at 10 feet MSL, with potential floodplains within the Sip Avenue Ditch and IRM perimeter ditch channels , and along Route 1 & 9, |
| Wetlands Impact:        | Estuarine intertidal wetlands occur to the northwest of the site along the Hackensack River and at the mouth of the IRM perimeter storm ditch. These wetland areas should not impact upon the site's development potential.               |

### *Future Building Foundations*

According to a report prepared by Malcolm Pirnie, Inc. entitled "Summary of Remedial Action PJP Landfill Jersey City, New Jersey, dated May 2008, any future building will require pile foundations in order to be constructed on the landfill without experiencing differential settling due to fill consolidation. Malcolm Pirnie, Inc. estimates that piling work will consist of:

- A minimum of 60-ft piles (approximate depth to bedrock is reported to be 60-90 ft)
- Steel piles (H-section 12x74)
- Pile groups (4-6 piles per cap), 25ft on center
- Reinforced concrete pile caps

As a result of these soil conditions, Langan Engineering preformed a study aimed at identifying the cost associated with developing the subject site with modern warehouse buildings. The estimated additional development cost are itemized in the table on the next page.

## Site Data and Analysis (continued)

| <b>PJP Landfill Redevelopment<br/>Estimate of Additional Redevelopment Costs</b> |                  |
|----------------------------------------------------------------------------------|------------------|
| Site Re-grading:                                                                 | \$ 780,000       |
| Remove HDPE 40 mil cap and cover material:                                       | 383,040          |
| Cap modifications for buildings:                                                 | 1,000,000        |
| Cap modification for parking lot:                                                | 621,000          |
| Passive gas vents & trenches                                                     | 99,000           |
| Utilities, piped (explosion proof and settlement resistant                       | 22,500           |
| Utilities, electric (explosion proof)                                            | 1,875,000        |
| Building pile foundations                                                        | 3,500,000        |
| Regulatory compliance & engineering<br>(10% of construction cost):               | 828,054          |
| Health & Safety for constructing on landfill<br>(5% of construction cost):       | 455,430          |
| <b>Total:</b>                                                                    | <b>9,564,024</b> |

The Malcolm Pirnie cost estimates are preliminary in nature. The data is presented here as background information relating to the subsurface conditions at the subject site. While the cost estimates require further investigation and support, the overall site findings indicate that the subject site's existing soils and subsurface conditions necessitate special engineering work and site preparation. This is an important factor when comparing the subject site with competing alternative development sites. The effect of the existing ground conditions and their impact on the subject site's market value is further discussed in the valuation section of this report.

## Zoning

The purpose of this district is to acknowledge area where there is an existing concentration of industrial activity or where future industrial activity is planned. This district accommodates a broad range of industrial uses in appropriate locations with enhanced provisions for screening and buffering to protect nearby development. .

### *Principal Permitted Uses*

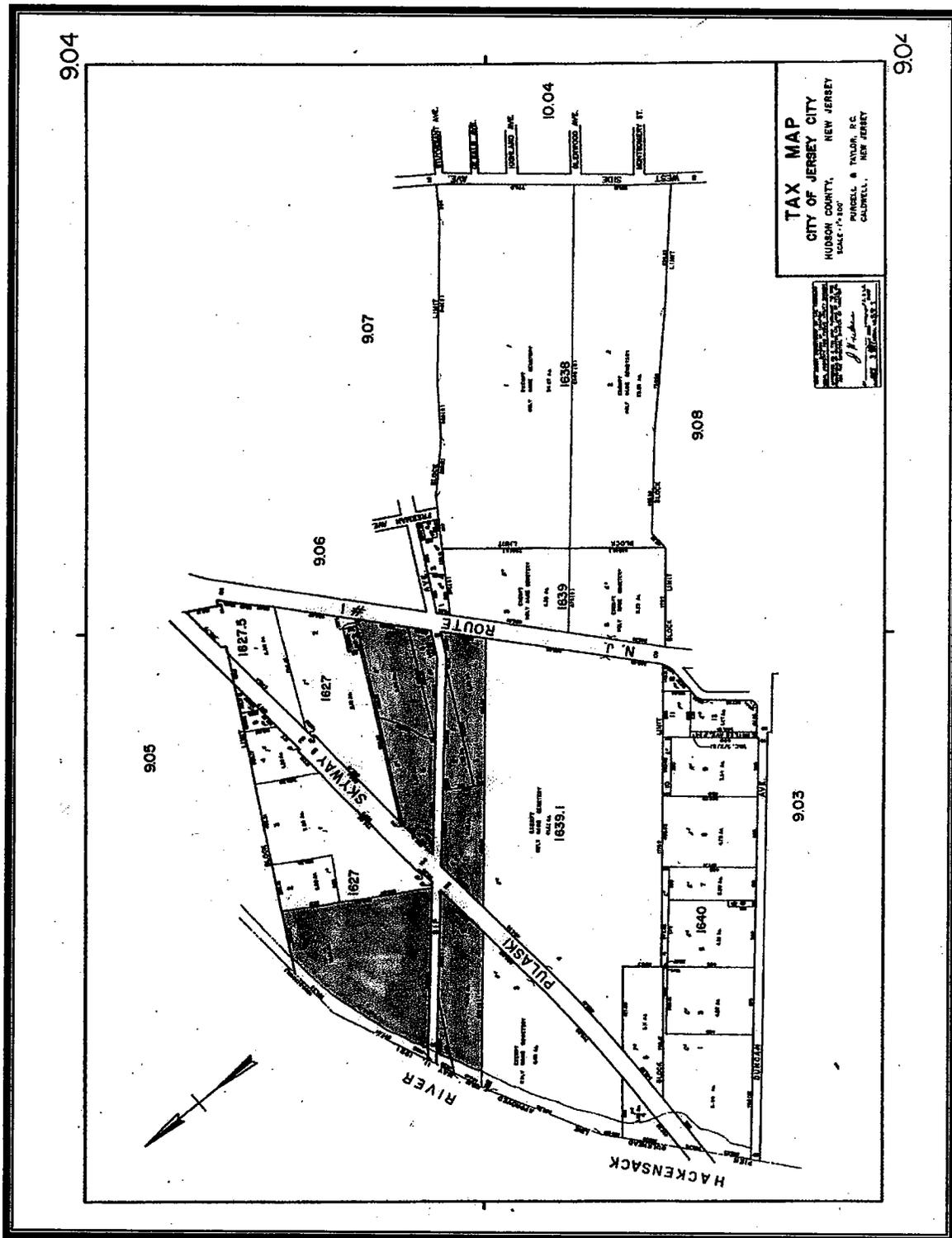
- Manufacturing
- Assembly and packaging
- Warehouses and distribution centers
- Printing
- Cyber Hotels
- Offices
- Service stations
- Car washes, all categories
- Industrial parks

### *Accessory Uses*

- Off-street parking and loading
- Fences and walls
- Signs
- Guardhouses and employee cafeterias
- On site service and maintenance operations for equipment and operations conducted on site.
- Garages for parking and storage of vehicles.

### *Statement on Conformance*

Most of the subject property is located in the I-Industrial District and it is likely that the I-Zone regulations will control site development. The subject property conforms to all the use, area and bulk requirements of the I-Industrial District. The existing site uses are conforming.



Tax Map



Zoning Map

## Highest and Best Use

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Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Highest and best use of land or a site as though vacant assumes that a parcel of land is vacant or can be made vacant by demolishing any improvements. With this assumption, uses that create value in the marketplace can be identified, and the appraiser can begin to select comparable properties and estimate land value. Land as though vacant is a fundamental concept of valuation theory and the basis for the Cost Approach.

There are four basic criteria that are considered and analyzed in determining the highest and best use of a property:

1. *Physically possible.* What uses are physically possible given the constraints of the size and physical characteristics of the site?
2. *Legally permissible.* What uses are permitted by zoning or other restrictions (i.e. deed restrictions) on the property?
3. *Financially feasible.* Of the physically possible and legally permitted uses, which are financially feasible in that they will produce a net return to the property owner?
4. *Maximally productive.* Of the financially feasible uses, which use will produce the highest net return, or result in the highest present value of the property?

Based on the four criteria listed above, it is our opinion that the highest and best use of the subject property is for warehouse development consistent with the requirements of the I-Industrial District. As previously reported, the subject site's existing soils and subsurface conditions require special engineering and site preparation work. The precise cost of this work is currently unknown. However, given the demand for industrial space in the local market and the preliminary cost estimate provided by Malcolm Pirnie, warehouse development is considered financially feasible. Furthermore, warehouse development represents the most profitable use of the subject property.

## Method of Valuation

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In order to derive market value indications for the subject property, we have considered the three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

### *Cost Approach*

In the Cost Approach, the cost to develop a property is compared with the value of the existing developed property. The Cost Approach reflects market thinking by recognizing that market participants relate value to cost. Buyers tend to judge the value of an existing structure by considering the prices and rents of similar buildings as related to the cost to create a new building with optimal physical and functional utility.

### *Sales Comparison Approach*

The Sales Comparison Approach is a method of estimating market value by comparing the subject property to similar properties that have been sold recently, or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The comparative analysis in this approach focuses on differences in the legal, physical, location and economic characteristics between similar properties and the subject, all of which can account for variations in prices.

### *Income Capitalization Approach*

The Income Capitalization Approach to value consists of methods, techniques and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (usually monetary) and to convert those benefits into an indication of present value.<sup>4</sup>

### *Selected Approaches*

The Sales Comparison Approach was used to estimate the market value of the subject property as of November 1, 2008. The cost approach and income capitalization approach were not considered reliable indicators of market value for vacant land.

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<sup>4</sup>The Appraisal of Real Estate. 12th ed. Chicago: Appraisal Institute, 2001.

## Sales Comparison Approach

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The Sales Comparison Approach is a method of estimating market value by comparing the subject property to similar properties that have sold recently. A major premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. In this approach, the comparative analysis is applied to the unique characteristics of real estate that cause its prices to vary.

In applying the Sales Comparison Approach, the subject market was researched for sales of comparably zoned tracts of land. Six comparable land sales are documented for analysis in this report. A brief description of these sales is shown below followed by a detailed description of each sale.

| <i>Sale No.</i> | <i>Address</i>                             | <i>Sale Date</i> | <i>Sale Price</i> | <i>Size (ac.)</i> | <i>Price/Acre</i> |
|-----------------|--------------------------------------------|------------------|-------------------|-------------------|-------------------|
| 1.              | AMB Site<br>Route 1 & 9<br>Jersey City, NJ | 3/7/08           | \$15,450,000      | 49.150            | \$314,344         |
| 2.              | 108-126 Bayway Ave.<br>Elizabeth, NJ       | 4/24/07          | \$8,750,000       | 20.858            | \$419,503         |
| 3.              | 600-652 North Ave East<br>Elizabeth, NJ    | 11/29/06         | \$10,600,000      | 28.912            | \$366,630         |
| 4.              | County Road<br>Jersey City, NJ             | 12/28/05         | \$15,273,720      | 40.914            | \$380,000         |
| 5.              | 909 Delancy Street<br>Newark, NJ           | 5/25/05          | \$18,720,000      | 54.580            | \$342,983         |

## Comparable Land Sale 1

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|                          |                                                                                                                                                                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address:                 | 219-295 Route 1 & 9                                                                                                                                                                                                                                                                                    |
| Municipality:            | Jersey City, New Jersey                                                                                                                                                                                                                                                                                |
| County:                  | Hudson                                                                                                                                                                                                                                                                                                 |
| Block/Lot:               | 1639.1/5C                                                                                                                                                                                                                                                                                              |
| Land Area:               | 49.150acres                                                                                                                                                                                                                                                                                            |
| Zoning:                  | Hackensack River Redevelopment District                                                                                                                                                                                                                                                                |
| Utilities:               | All Municipal Available                                                                                                                                                                                                                                                                                |
| Grantor:                 | Roman Catholic Archdiocese of Newark                                                                                                                                                                                                                                                                   |
| Grantee:                 | AMB Pulaski Distribution Center, LLC                                                                                                                                                                                                                                                                   |
| Sale Price:              | \$15,450,000                                                                                                                                                                                                                                                                                           |
| Sale Date:               | 3/7/08                                                                                                                                                                                                                                                                                                 |
| Topography:              | Generally Level                                                                                                                                                                                                                                                                                        |
| Deed Book/Page:          | 8469/29                                                                                                                                                                                                                                                                                                |
| Potential Building Area: | 878,000-sf                                                                                                                                                                                                                                                                                             |
| Potential FAR:           | 41.01%                                                                                                                                                                                                                                                                                                 |
| Price Per Unit:          | \$314,334/acre<br>\$17.60/sf of potential building area                                                                                                                                                                                                                                                |
| Remarks:                 | Sale of land adjacent to subject property to the south and part of the same PJP Landfill. Landfill closure and development plans were developed simultaneously. This sale site has nearly identical geotechnical conditions as the subject property. Development approvals obtained prior to the sale. |

## Comparable Land Sale 2

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|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| Address:                 | 108-126 Bayway Avenue                                    |
| Municipality:            | Elizabeth, New Jersey                                    |
| County:                  | Union                                                    |
| Block/Lot:               | 4/63, 67                                                 |
| Land Area:               | 20.858 acres                                             |
| Zoning:                  | M-2, Medium Industrial Zone                              |
| Utilities:               | All Municipal Available                                  |
| Grantor:                 | Swiss North American Elizabeth Properties LLC            |
| Grantee:                 | Lucky Bear, LLC                                          |
| Sale Price:              | \$8,750,000                                              |
| Sale Date:               | 04-24-07                                                 |
| Topography:              | Generally Level                                          |
| Deed Book/Page:          | 5651/780                                                 |
| Potential Building Area: | 350,000 sf (based on buyer's estimate)                   |
| Potential FAR:           | 38.52%                                                   |
| Price Per Unit:          | \$419,503/acre<br>\$25.00/sf of potential building area. |

**Remarks:**

Property spans from Bayway Avenue in Elizabeth to the Allen Street extension in Linden. The site is described as Block 4, Lots 63 and 67 in Elizabeth and Block 586, Lot 1 in Linden. The existing 45,000 sf industrial building will be demolished by the buyer. The site is located next to the NJ Turnpike and has direct access from Interchange 12. According to the broker, the site can accommodate 350,000-sf of building area. The owners received site plan approval for 198,848 sf on 7/9/07 for the northern portion of the site. The southern portion is being marketed as a built to suit pad site.

### Comparable Land Sale 3

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|                          |                                                                                                                                                                                                               |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address:                 | 600-652 North Avenue East                                                                                                                                                                                     |
| Municipality:            | Elizabeth, New Jersey                                                                                                                                                                                         |
| County:                  | Union                                                                                                                                                                                                         |
| Block/Lot:               | 8/1/1308/999.B, 999.C                                                                                                                                                                                         |
| Land Area:               | 1,259,407 sf; 28.912 acres                                                                                                                                                                                    |
| Zoning:                  | M-2, Medium Industrial                                                                                                                                                                                        |
| Utilities:               | All Municipal Available                                                                                                                                                                                       |
| Grantor:                 | Wakefern Food Corp                                                                                                                                                                                            |
| Grantee:                 | Elizabeth Sullivan, LLC                                                                                                                                                                                       |
| Sale Price:              | \$10,600,000                                                                                                                                                                                                  |
| Sale Date:               | 11-29-06                                                                                                                                                                                                      |
| Topography:              | Generally Level                                                                                                                                                                                               |
| Deed Book/Page:          | 5622/239                                                                                                                                                                                                      |
| Potential Building Area: | 503,700 sf (based on typical area FAR)<br>629,700 sf (max FAR per zoning)                                                                                                                                     |
| Potential FAR:           | 40%-50%                                                                                                                                                                                                       |
| Price Per Unit:          | \$366,630/acre<br>\$16.83- \$21.04/sf of potential building area                                                                                                                                              |
| Remarks:                 | Property was sold without approvals. Buyer purchased the property for industrial development. Site is located adjacent to Exit 13A on the NJ Turnpike and directly south of the Newark International Airport. |
| Comp ID#:                | 39083                                                                                                                                                                                                         |

## Comparable Land Sale 4

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|                          |                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address:                 | County Road                                                                                                                                                                                                                                                                                                                                                                               |
| Municipality:            | Jersey City, New Jersey                                                                                                                                                                                                                                                                                                                                                                   |
| County:                  | Hudson                                                                                                                                                                                                                                                                                                                                                                                    |
| Block/Lot:               | 1101/1100/1002/1/1/2                                                                                                                                                                                                                                                                                                                                                                      |
| Land Area:               | 40.194 acres                                                                                                                                                                                                                                                                                                                                                                              |
| Zoning:                  | HMDC, Hackensack Meadowlands<br>Development Commission                                                                                                                                                                                                                                                                                                                                    |
| Utilities:               | All Available                                                                                                                                                                                                                                                                                                                                                                             |
| Grantor:                 | Southern Region Industrial Realty, Inc.,<br>Northmont Limited Partnership, Alabama Great<br>Southern LLC, and Norfolk Southern Railway<br>Company                                                                                                                                                                                                                                         |
| Grantee:                 | Rock-Hudson LLC                                                                                                                                                                                                                                                                                                                                                                           |
| Sale Price:              | \$15,273,720                                                                                                                                                                                                                                                                                                                                                                              |
| Sale Date:               | 12-28-05                                                                                                                                                                                                                                                                                                                                                                                  |
| Deed Book/Page:          | 7793/145                                                                                                                                                                                                                                                                                                                                                                                  |
| Potential Building Area: | 712,000 sf (based on typical area FAR)                                                                                                                                                                                                                                                                                                                                                    |
| Potential FAR:           | 40%                                                                                                                                                                                                                                                                                                                                                                                       |
| Price Per Unit:          | \$380,000/acre<br>\$21.45/sf of potential building area                                                                                                                                                                                                                                                                                                                                   |
| Remarks:                 | An application is currently being processed to<br>obtain foreign trade zone status for this site.<br>The site sold vacant without approvals. A<br>broker was involved in the transaction. The sale<br>contracted approximately 7 months prior to<br>closing. Some of the site may have wetlands and<br>is partially in the AE flood zone. The property<br>has good development potential. |

## Comparable Land Sale 5

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Address: 909 Delancy Street  
Municipality: Newark, New Jersey  
County: Essex  
Block/Lot: 5074/5, 9 & 9.01  
Land Area: 2,377,505 sf; 54.580 acres  
Zoning: I-3, Third Industrial District  
Utilities: All Municipal Available  
Grantor: Motiva Enterprises, LLC  
Grantee: Doremus Newark, LLC  
Sale Price: \$18,720,000  
Sale Date: 05-25-05  
Topography: Generally Level  
Deed Book/Page: 6194/186  
Potential Building Area: 750,000 sf (buyer's estimate)  
Potential FAR: 31.55%  
Price Per Unit: \$342,983/acre  
\$24.96/sf of potential building area

**Remarks:**

The property was sold without site plan approvals although the buyer anticipates approximately a 750,000 sf warehouse could be developed on the site. The seller was responsible for remediation of the site. The site has approximately 860 feet of frontage along the Newark Bay. A portion of the site (roughly 8 acres according to buyer, approx. 15 acres according to DEP) is encumbered by wetlands.

Comp ID#: 39084

## Explanation of Adjustments

### *Elements of Comparison*

Elements of comparison are the characteristics of properties and transactions that cause prices paid for real estate to vary.<sup>5</sup> All reasonable differences between the comparable sales and the subject property are identified and analyzed. Market data is examined to determine which elements affect the market value of a property. Adjustments for differences that impact value are in order. Adjustments can be made to the total sales price, the common unit price, or both. The amount of adjustment depends on the degree of difference between the subject and comparable properties. Special care must be taken to ensure adjustments are applied consistently and no adjustment should be made more than once.

Elements of comparison common in land valuation include property rights, legal encumbrances, financing terms, conditions of sale (motivation), market conditions (sale date), location, physical characteristics, available utilities, zoning, and highest and best use. The most variable elements of comparison for warehouse locations are the physical characteristics of the site, which include size and shape, frontage, topography, and location.

The most common units of comparison for land tracts are price per acre, price per square foot of land area, and price per square foot of potential building. After reviewing the comparable sales data and discussing the appropriate unit of comparison with several local real estate brokers, I concluded that the most reliable way of comparing the subject site to comparable sites is on a price per acre basis. This is supported by the comparable sales that reflect a narrow price per acre range.

I have considered adjusting each of the comparable land sales for property rights conveyed, conditions of sale, financing, market conditions, location, site approvals at the time of sale, and physical characteristics (size, shape, etc.), and zoning. Where the subject is superior to the comparable an upward (+) adjustment to the comparable sale is made. If the subject is inferior to the comparable sale, the comparable sale is adjusted downward (-). The adjustments to the comparable sales are explained in the following paragraphs.

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<sup>5</sup> The Appraisal of Real Estate, 12th Edition. Chicago, Illinois: Appraisal Institute, 2001.

## Explanation of Adjustments (continued)

### *Real Property Rights Conveyed*

A transaction is always predicated on the real property interest conveyed. Fee simple property rights are defined as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”<sup>6</sup> Fee simple rights become divided when an owner chooses to lease, restrict use, or bequeath all or part of his/her property to another party. In this case other interest or rights are created such as an estate (inherited), a leasehold estate (tenants' rights), or leased fee state (landlords' rights). In this case all the land sales represent the conveyance of fee simple property rights. Therefore, no adjustment is necessary for this factor.

### *Terms of Financing*

The transaction price of one property may differ from that of an identical property due to different financing arrangements. If a purchaser obtains advantageous mortgage terms such as a favorable financing rate or a higher loan to value ratio, that buyer could afford to pay more for a property by applying the savings derived from the favorable mortgage terms. One of the components of the definition of market value is the assumption that payment is made in cash, its equivalent, or in other precisely revealed terms. If one party is advantaged in a transaction, the resulting sales price may not be reflective of that property's true market value. Therefore, the financing terms, if any, of all comparable sales must be examined to ensure that the terms at the time of sale were consistent with market rates and representative of cash or its equivalent. All the comparable land sales were bought with cash or its equivalent. Consequently, no financing adjustment is necessary.

### *Conditions of Sale*

Adjustments for condition of sale usually reflect the motivations of the buyer and seller. If a property has a special value to one particular buyer, that buyer may pay above market price to secure ownership. Conversely, a seller may have to sell a property due to a personal situation. In these instances, a sale does not reflect normal conditions and is not considered an arms length transaction. Such non-market conditions must be identified and adjusted for if a comparable sale is to reflect market value. In this case, thorough verification of each comparable sale revealed that all of the comparable sales reflect normal conditions and all are arms length transactions. No adjustment for this factor was required.

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<sup>6</sup> The Dictionary of Real Estate Appraisal, Fourth Edition. (Chicago, Illinois: Appraisal Institute, 2002)

## Explanation of Adjustments (continued)

### *Time/Market Conditions*

The comparable sales range in time from June 2005 to March 2008. During that time frame industrial property values increased at an annual rate of 5%. All the comparable sales were adjusted in accordance with this trend.

### *Location*

The subject property and all of the comparable sales are located in the PANYNJ Port district and the Portfields Initiative area. The subject site is situated on Truck Route 1 & 9 near the New Jersey Turnpike. All of the comparable sales have similar locations in the primary market area. No adjustment was required for this factor.

### *Lot Size*

Typically, size is inversely proportional to unit price, i.e., the larger a parcel of land is, the lower the price per acre and vice-versa. The subject property contains 32.52 acres of land. The comparable sales range from 20.585 to 54.580 acres. The sales data does not indicate any price differential between smaller and larger sites. Therefore, no adjustment is necessary for this factor.

### *Development Approvals*

The subject property is a vacant tract with no development approvals beyond the rights vested by zoning. Because the subject lacks approvals, it has a higher risk profile. The market will view the site as inferior to other competing properties that already have development approvals in place. Comparable sales 2, 3, 4, and 5 were sold without development approvals. Comparable Sale 1 had development approvals for an 878,000-sf warehouse. The approvals were obtained as part of a broader remediation process. This sale required a downward adjustment to account for its superior approval status.

### *Physical Conditions*

Differences between the subject property and the comparable sale properties in topography, development potential and configuration are all reconciled in an adjustment for physical condition. The subject site, despite its unfavorable subsurface conditions, can accommodate warehouse development at a density consistent with the requirements of the I-Industrial Zone. All of the sales can accommodate warehouse development at similar densities.

## Explanation of Adjustments (continued)

### *Physical Condition (continued)*

As previously reported, the subject site will likely require extraordinary site engineering and preparation work before it can support modern warehouse construction. Malcolm Pirnie estimates that the site development cost caused by the ground conditions at the subject site will add approximately \$9,500,000 to the overall building cost. While the cost estimate is preliminary, there is no question that some level of additional cost will be incurred at the subject site. Comparable Sale 1, which is part of the same landfill, has nearly identical site conditions and will require similar piling work. This sale did not require an adjustment. The site preparation work for the remaining four sales was analyzed. None of the sales required site preparation work similar to the subject. Therefore, these sales were adjusted downward to account for their superior geotechnical conditions.

## Comparable Sales Adjustment Grid

|                                     | <u>1.</u>       | <u>2.</u>      | <u>3.</u>       | <u>4.</u>       | <u>5.</u>       |
|-------------------------------------|-----------------|----------------|-----------------|-----------------|-----------------|
| <b>Sale Number:</b>                 | Route 1 & 9     | 108 Bayway Ave | 600 North Ave E | County Road     | 909 Delancy St. |
| <b>Address:</b>                     | Jersey City, NJ | Elizabeth, NJ  | Elizabeth, NJ   | Jersey City, NJ | Newark, NJ      |
| <b>Sale Date:</b>                   | 3/7/08          | 4/27/2007      | 11/29/2006      | 12/28/2005      | 5/25/2005       |
| <b>Sale Price:</b>                  | \$15,450,000    | \$8,750,000    | \$10,600,000    | \$15,273,720    | \$18,720,000    |
| <b>Lot Size (acre):</b>             | 49.150 acres    | 20.858 acres   | 28.912 acres    | 40.914 acres    | 54.580 acres    |
| <b>Price /acre:</b>                 | \$314,344/acre  | \$419,503/acre | \$366,630/acre  | \$373,313/acre  | \$342,983/acre  |
| <b>Potential Building sf (FAR):</b> | 878,000-sf      | 350,000-sf     | 629,700-sf      | 712,000-sf      | 750,000-sf      |
| <b>Price/FAR:</b>                   | \$17.60/sf      | \$25.00/sf     | \$16.83/sf      | \$21.45/sf      | \$24.96/sf      |

### Adjustments

|                                |                |                |                |                |                |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Time/Market Conditions:</b> | 0.00%          | 0.00%          | 0.00%          | 12.50%         | 12.50%         |
| <b>Adjusted Price/FAR:</b>     | \$17.60/sf     | \$25.00/sf     | \$16.83/sf     | \$24.13/sf     | \$28.08/sf     |
| <b>Adjusted Price/Acre:</b>    | \$314,344/acre | \$419,503/acre | \$366,630/acre | \$419,977/acre | \$385,856/acre |
| <b>Location:</b>               | 0.00%          | 0.00%          | 0.00%          | 0.00%          | 0.00%          |
| <b>Size:</b>                   | 0.00%          | 0.00%          | 0.00%          | 0.00%          | 0.00%          |
| <b>Approvals:</b>              | 0.00%          | 0.00%          | 0.00%          | 0.00%          | 0.00%          |
| <b>Physical:</b>               | <u>0.00%</u>   | <u>-20.00%</u> | <u>-10.00%</u> | <u>-20.00%</u> | <u>-20.00%</u> |
| <b>Net Adjustment:</b>         | 0.00%          | -20.00%        | -10.00%        | -20.00%        | -20.00%        |
| <b>Adjusted Price/FAR:</b>     | \$17.60/sf     | \$20.00/sf     | \$15.15/sf     | \$19.31/sf     | \$22.46/sf     |
| <b>Adjusted Price/Acre:</b>    | \$314,344/acre | \$335,603/acre | \$329,967/acre | \$335,982/acre | \$308,684/acre |

## Sales Comparison Approach - Conclusion

After adjustments, the comparable sales range from \$282,909 to \$335,982 per acre. After careful consideration of all factors, it is my opinion that the combined weight of all sales provides firm and persuasive support for a unit value estimate for the subject property as of November 1, 2008 of \$320,000/acre. Therefore:

|                                                       |                    |
|-------------------------------------------------------|--------------------|
| <b>Area East of Skyway</b>                            |                    |
| 13.09 <sup>7</sup> -acres @ \$320,000/acre (rounded): | \$4,189,000        |
| <b>Area West of Skyway</b>                            |                    |
| 17.43-acres @ \$320,000/acre (rounded):               | <u>\$5,578,000</u> |
| <b>Sales Comparison Approach</b>                      |                    |
| <b><u>Market Value Indication:</u></b>                | <b>\$9,767,000</b> |

## Contributory Value of Site Improvements

As previously reported, two acres of land east of the Skyway along Truck Route 1 & 9 is improved with a truck stop/gas station and two story commercial building. The market value of these improvements is based on the actual rental income derived from the existing tenancies. The improvements are leased by the property owner on an absolute net basis with the tenant paying all operating, management and capital expenses. The rent roll as of November 1, 2008 is reported as follows:

| <u>Tenant</u>                          | <u>Annual Rent</u> |
|----------------------------------------|--------------------|
| 144 Enterprises, LLC                   | \$ 72,000          |
| IGN Delta Gas, Inc:                    | <u>132,000</u>     |
| Total Annual Rent:                     | \$ 204,000         |
| Capitalized @ 7.0%                     | \$2,914,285        |
| <b>Contributory Value of</b>           |                    |
| <b>Existing Improvements (rounded)</b> | <b>\$2,915,000</b> |

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<sup>7</sup> Reflects deduction of 2.00 acres of land under the existing improvements. The 2.00 acres is included with the value of the existing improvements shown above.

## Summary of Value Conclusions

The market value of the entire subject property is allocated as follows:

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| 13.09-acres of land east of the Skyway<br>@ \$320,000/acre:       | \$ 4,189,000        |
| 17.43-acres of land west of the Skyway<br>@ \$320,000/acre:       | \$ 5,578,000        |
| Existing Improvements and 2.00 acres<br>of land along Route 1 & 9 | <u>\$ 2,915,000</u> |
| <b>Total Market Value of the Subject Property</b>                 | <b>\$12,682,000</b> |

## **Reconciliation and Estimate of Value**

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The Sales Comparison Approach measures actual transactions made by buyers and sellers in the marketplace. As such, it is the most direct means of testing the market. If properties with a reasonable degree of comparability have sold recently, as was the case with respect to the subject property, it is the method of valuation least susceptible to errors of distortion. Thus, considerable weight is given to the Sales Comparison Approach in this case.

In conclusion, after careful consideration of all pertinent data affecting the value of the subject property including its location, type and present use, and rentals, sales and asking prices of comparable properties, it is my opinion that the market value of the subject property, as of November 1, 2008 was:

**Twelve Million Six Hundred Eighty Two Thousand Dollars**

**\$12,682,000**

# **Addenda**

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**Assumptions and Limiting Conditions**

**Qualifications of the Appraiser**

## **Assumptions and Limiting Conditions**

## **Assumptions and Limiting Conditions**

Unless otherwise stated, this report and appraisal are subject to the following conditions and stipulations:

1. The appraiser has not examined into and does not pass upon the title to the property, nor is it to be construed or implied that this report in any manner passes upon, counsels or advises in matters legal in character.
2. The description of the premises as reported herein is in accordance with information furnished by the property owner, local governing agencies, or other sources considered by the appraiser to be reliable. This information is accepted as correctly designating the property boundary lines, but no investigations or surveys have been made of same.
3. The property is appraised as a whole in fee simple, free of liens, mortgages, restrictions of use or other encumbrances, leases, easements or other contracts running in favor or against the property.
4. Insofar as computations are based upon operating expenses, income and/or existing contract, zoning, regulations or other use restrictions, boundary lines, engineering surveys and conditions not evident upon surface inspection of the property, information pertaining thereto has been obtained from sources considered reliable and accepted and reported herein as correct and authentic but not guaranteed.
5. The value herein applies only to the premises described. It is not to be employed in making summation appraisals of said land and building or buildings which may be placed thereon; nor is said value, any analysis thereof, or any unit values thereby derived, to be construed as applicable to any other property however similar.
6. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for any purpose other than as indicated in the appraisal.
7. The appraiser is not to be required by reason of this appraisal to give testimony or attendance in Court in reference to the property appraised.
8. Employment in, and compensation for, making this appraisal are in no manner contingent on the matter involved.
9. The appraiser has no present or contemplated future interest in the property appraised.

10. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute, or to the MAI designation.
11. This appraisal has been made in conformance with the Standards of Practice of the Appraisal Institute of which the appraiser is a member and represents the best judgment of the appraiser.
12. The physical condition of any improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made by the appraiser.
13. This appraisal does not consider conditions relating to surface or subsurface waters including water table, flood plain, rights of the State in riparian lands and drainage and any rights of governmental body to control or restrict the use of the property by reason thereof, and the valuation as found is exclusive of the foregoing factors.
14. Unless otherwise stated in this report, the existence of any hazardous material, which may or may not be present on the subject property, was not observed by the appraiser. The appraiser has no knowledge of the existence of any such materials on, in or about the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation (UFFI), or other potentially hazardous materials may affect the value of the property. The value estimate derived herein is predicated on the assumption that there is no such material on, in or about the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise of engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
15. The Americans with Disabilities Act ("ADA") was passed into law on January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If the property is in violation, it could have a negative effect upon the value of the property. Because we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

## **Qualifications of the Appraisers**

# Qualifications

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## Paul T. Beisser, MAI, CRE

### General

Principal: Value Research Group, LLC  
301 South Livingston Avenue  
Suite 104  
Livingston, New Jersey 07039

### Professional Affiliations

MAI: Appraisal Institute  
CRE: The Counselors of Real Estate  
Certified: General Real Estate Appraiser, State of New Jersey (RG 000181)  
Certified: General Real Estate Appraiser, State of New York (46000039353)

### Education

Undergraduate: BSBA; Bucknell University, Lewisburg, Pennsylvania  
Post Graduate: Drexel University, Philadelphia, Pennsylvania

### Professional Education

|                                              |                                        |
|----------------------------------------------|----------------------------------------|
| Real Estate Appraisal Principles             | Case Studies in Real Estate Valuation  |
| Basic Valuation Procedures                   | Valuation Analysis and Report Writing  |
| Capitalization Theory and Techniques, Part A | The Appraisers Legal Liabilities       |
| Capitalization Theory and Techniques, Part B | Environmental Risk and the Real Estate |
| Standards of Professional Practice           | Appraisal Process                      |

### Qualified As Expert Witness

|                                      |                           |
|--------------------------------------|---------------------------|
| Superior Court of New Jersey         | Condemnation Proceedings  |
| Tax Court of the State of New Jersey | County Boards of Taxation |
| Superior Court of Colorado           | Various Planning Boards   |

### Experience

Actively engaged in the appraisal of real property in the State of New Jersey since 1990. Appraisals include vacant land, one-family residential, apartment buildings, industrial, commercial and special purpose property including truck terminals, full service hotels, railroad corridors, lake clubs, nursing homes, hospitals, schools, laboratories and research facilities, power plants, golf courses and petroleum and chemical storage facilities.

### Certification

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification, Paul T. Beisser, III is currently certified under this program.

# Qualifications

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## Brandon M. Frank

### General

Associate: 2000-present  
Value Research Group, LLC  
301 South Livingston Avenue  
Suite 104  
Livingston, New Jersey 07039

Associate: 1999-2000  
Quality Appraisers  
10 Evergreen Avenue  
N. Haledon, NJ 07508

### Professional Affiliations

Associate Member: Appraisal Institute  
Certified: Certified General Appraiser, State of New Jersey (42RG00194900)

### Education

Graduate: B.S.; Rutgers University, New Brunswick, New Jersey.

### Professional Education

Real Estate Appraisal Principles  
Basic Valuation Procedures  
Uniform Standards of Professional Appraisal Practice  
Basic Income Capitalization  
General Applications  
Advanced Income Capitalization  
Highest & Best Use and Market Analysis

### Experience

Involved in real estate since 1997. Appraisals include vacant land, residential- single and multi-family, industrial, commercial and special purpose properties including gas stations and churches. Other experience includes mortgage sales and service.

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

City Clerk File No. Res. 09-933

Agenda No. 10.T

Approved: NOV 10 2009

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE MARION GREENWAY PARK

**WHEREAS**, the City of Jersey City (City) is about to acquire title to approximately thirty-two (32) acres of land located in Jersey City identified as Block 1627, Lot 1.P, 2.A, 3.B, and 5.A; Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property); and

**WHEREAS**, the Property is part of the PJP Landfill Super Fund Site located at 400 Sip Avenue, Jersey City; and

**WHEREAS**, Waste Management of New Jersey, Inc. (Waste Management) and CWM Chemical Services, LLC (CWM) (collectively referred to as CCS) have the obligation to remediate the Property pursuant to an Administrative Consent Order (ACO) and its Remedial Design Plan was approved by the New Jersey Department of Environmental Protection (DEP); and

**WHEREAS**, the City desires to preserve the property as open space for recreation and conservation purposes by creating a park to be known as the Marion Greenway Park; and

**WHEREAS**, the Remedial Design Plan was not adequate for any end use of the Property including a park; and

**WHEREAS**, the City prepared an Equivalent Remedial Design Plan that will support the use of the Property as a park; and

**WHEREAS**, to implement the park and recreational project the City is required to enter into a Memorandum of Understanding (MOU) with the DEP; and

**WHEREAS**, under the MOU the City will assume responsibility for certain remedial activities including design of the Equivalent Remedial Design Plan and assumption of certain oversight and maintenance obligations on the Property from CCS; and

**WHEREAS**, under the MOU the City would be responsible for any new discharges caused by the City's landfill cap design, relating to the City's operation or maintenance of the park, or the City's assumption of oversight and maintenance obligations.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute the attached Memorandum of Understanding with the New Jersey Department of Environmental Protection pertaining to the Marion Greenway Park.

RR/cw/igp

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator  
 Asst.

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

Enforcement and Assignment Element  
Bureau of Enforcement and Investigations  
401 E. State Street, 5<sup>th</sup> Floor West  
P.O. Box 028  
Trenton, NJ 08625  
Fax (609) 633-1439

IN THE MATTER OF

PJP LANDFILL

AND

JERSEY CITY (Jersey City)

:  
: MEMORANDUM OF UNDERSTANDING  
:  
:  
:  
:

EA ID # NEA090002 - 216727

This Memorandum of Understanding is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "the Department" or "DEP") by N.J.S.A. 13:1D-1 through 19, the Solid Waste Management Act, N.J.S.A. 13:1E-1 through 91, the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and duly delegated to the Assistant Director, of the Enforcement and Assignment Element, pursuant to N.J.S.A. 13:1B-4.

**FINDINGS**

1. The property that is the subject of this Memorandum of Understanding is located at Routes 1/9 South Side and it is designated as designated as Block 1627, Lots 1.P, 2.A, 3.B and 5.A; Block 1639A, Lots 1.C, 3, 4, 4.C, 6.A and 7 on the \_\_\_ Tax Map of the City of Jersey City, Hudson County, New Jersey (hereinafter "Property"), and includes all other areas to which any hazardous substance discharged on the Property has migrated (collectively, "the Site").
2. The City of Jersey City is a municipal entity, whose principal address is 280 Grove Street, Jersey City, NJ 07302, and it is the party entering into this Memorandum of Understanding.
3. Jersey City has contemporaneous with the execution of this Memorandum of Understanding acquired fee title to the Property comprising approximately 30 acres.
4. Jersey City intends to preserve the Property as open space for future recreational and conservation purposes on the Property (hereinafter "Park and Recreation Project").

5. The Property is part of the PJP Landfill Superfund Site, located at 400 Sip Avenue, Jersey City, Hudson County, New Jersey (hereinafter, the "PJP Landfill").
6. The PJP Landfill is the subject of an Administrative Consent Order Amendment dated June 15, 2000 (hereinafter the "ACO Amendment"), and an Administrative Consent Order Second Amendment dated March 3, 2008 (hereinafter the "ACO Second Amendment"), executed by the Department and Waste Management of New Jersey, Inc. and CWM Chemical Services, LLC (collectively referred to as "CCS").
7. The ACO Amendment and ACO Second Amendment modified, and, by their own terms became a constituent part of the Administrative Consent Order previously entered by the Department on June 2, 1997, subsequently amended on September 29, 1997 (hereinafter the "Original ACO"). The Original ACO as amended by the ACO Amendment and ACO Second Amendment are collectively referred to herein as the "PJP Landfill ACO".
8. The PJP Landfill ACO dated June 2000, facilitated the settlement of the civil action entitled, *NJDEP v. PJP Landfill Co., et als.*, Docket No.: L-3519-92, as memorialized in the Consent Order entered on June 27, 2000 by the Superior Court of New Jersey, Law Division, Hudson County, Docket No.: L-3519-92 (hereinafter, the "Consent Order"). Pursuant to the terms of the PJP Landfill ACO (at ¶23 of the Amended ACO and ACO Second Amendment), the Consent Order and the PJP Landfill ACO represent the entire integrated agreement between the Department and CCS, and they establish CCS as the party obligated to implement the ROD for the PJP Landfill; complete the Selected Remedy (as that term is defined in the Consent Order), and otherwise perform under the PJP Landfill ACO.
9. CCS has partially performed the Selected Remedy (as that term is defined in the Consent Order) at the PJP Landfill. In furtherance of its Park and Recreation Project, Jersey City has prepared and the Department has approved a PJP Landfill Closure Equivalency Engineering Report prepared by Malcolm Pirnie for Jersey City, dated \_\_\_\_\_, 2009, and any documents incorporated therein by reference ("Equivalency Report"). The Equivalency Report delineates CCS and Jersey City's respective remaining performance obligations at the PJP Landfill as defined by the Selected Remedy.
10. This Memorandum of Understanding is not intended to abrogate or supersede the PJP Landfill ACO or the Consent Order, nor is it intended to modify the Selected Remedy. This Memorandum of Understanding is to be construed consistently therewith solely for the purpose of delineating Jersey City's obligations in connection with its Equivalency Report including the design of the landfill cap and transfer of certain specified performance obligations of the Selected Remedy from CCS to Jersey City, with said transfer limited solely to those obligations and components as expressly delineated herein.

11. The PJP Landfill ACO shall remain in full force and effect, with CCS remaining obligated to fully perform thereunder, except that a further amendment of the PJP Landfill ACO ("ACO Third Amendment") has been executed simultaneously herewith, memorializing the transfer of the performance obligations expressly delineated herein.
12. By entering this Memorandum of Understanding, Jersey City neither admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site, nor does it waive any rights or defenses with regard to the Site except as specifically provided in this Memorandum of Understanding.
13. The Department finds and acknowledges that, subject to the exception for new discharges caused by Jersey City's obligations relating to its Park and Recreation Project, as set forth below in this paragraph, Jersey City is not in any way responsible under any statute, federal or state, or common law for any hazardous substances, hazardous wastes, or other pollutants discharged at, existing at and/or emanating from the PJP Landfill (including but not limited to the Site), including but not limited to matters addressed in the Consent Order and ROD (hereinafter, "Pre-Existing Contamination"), and, it is not a corporate successor to, or capitalized by, any person who is in any way responsible under any statute, Federal or State, or common law for any Pre-Existing Contamination. The Department further finds and acknowledges that the discharge of any hazardous substances, hazardous wastes, or other pollutants constituting the Pre-Existing Contamination occurred prior to Jersey City's acquisition of the Property. Except as set forth herein, Jersey City has not by contract, using the term of art "natural resource damages" expressly assumed the liability for the payment of compensation for damage to, or loss of, natural resources, or for the restoration of natural resources, that were injured by said discharge of hazardous substances, hazardous wastes, or other pollutants at the Site prior to Jersey City's acquisition of the Property. The Findings of this Paragraph shall not relieve Jersey City from responsibility or liability, including the liability for the payment of compensation for damage to, or loss of, natural resources, or for the restoration of natural resources, that were injured by any new discharges of hazardous substances hazardous wastes, or other pollutants at or emanating from the Site (including but not limited to discharges of Pre-Existing Contamination) that are caused by Jersey City's landfill cap design in the approved Equivalency Report or Jersey City's assumption of certain operation and maintenance obligations on the Site, as detailed in a Department approved Revised Operation & Maintenance Plan, or relating to Jersey City's operation or maintenance of its Park and Recreation Project.
14. This Memorandum of Understanding is, to the greatest extent possible, consistent with and complies with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. §9601, et seq., and the National Oil and Hazardous Substance Pollution Contingency Plan (NCP), 40 C.F.R. §300.1, et seq. All activities undertaken by Jersey City pursuant to this Memorandum of Understanding shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. The activities

conducted pursuant to this Memorandum of Understanding, if approved by the Department, shall be considered to be consistent with the NCP.

15. By entering this Memorandum of Understanding, Jersey City neither admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site, nor does it waive any rights or defenses with regard to the Site except as specifically provided in this Memorandum of Understanding.
16. The scope of Jersey City's investigation and remediation required by this Memorandum of Understanding will include preparation of the revised landfill cap design set forth in the approved Equivalency Report, and all post-closure operation and maintenance requirements for the Site set forth in an approved Revised Operation & Maintenance Plan.
17. *(Additional findings to be added at the Department's discretion)*

### ORDER

#### I. Effective Date

18. The "Effective Date" shall mean the date that the parties mutually execute this Memorandum of Understanding as set forth below.

#### II. Remedial Action Requirements

19. Pre-Existing Contamination (as previously defined herein) is known to exist at and/or emanating from the Site and the PJP Landfill. Subject to the findings herein, including but not limited to Jersey City's obligations set forth in ¶13, Jersey City is not in any way responsible for Pre-Existing Contamination emanating from the Site and the PJP Landfill. The Scope of the remediation required pursuant to this Memorandum of Understanding includes all activities in obtaining the approved landfill cap design included in the Equivalency Report, and all operation & maintenance requirements including but not limited to meeting all certification requirements, annual inspections, monitoring etc. upon the Department's issuance of its Certification of Completion for CCS's construction of the Equivalency Report's approved remedy in accordance with N.J.A.C. 7:26E.
20. By entering into this Memorandum of Understanding, Jersey City agrees to provide CCS, and their representatives (including contractors) access at all reasonable times to the Property and the PJP Landfill Site and, to the extent of its legal interests therein, to any other property to which access is required for the implementation of the Equivalency Report's approved remedy and to fulfill obligations set forth in the ACO Third Amendment.

21. The Department confirms and acknowledges that all current remedial investigation requirements related to the Site have been previously and satisfactorily completed by CCS, as evidenced by the Department's review, comment and approval of the 100% Remedial Design Report, dated April 4, 2007. Subject to the requirements in ¶22 below, Jersey City shall not be obligated to perform additional remedial investigation activities and/or submit any additional remedial investigation reports pursuant to this Memorandum of Understanding.

### III. Additional Remedial Investigation and Remedial Action Requirements

22. If at any time that this Memorandum of Understanding is in effect the Department determines that the prevailing standards in N.J.A.C. 7:26E are not being achieved or that additional remediation is required to protect the public health and safety and the environment, Jersey City agrees to conduct such additional investigation and remediation as the Department directs.

### IV. Progress Reports

23. Jersey City agrees to submit quarterly progress reports which detail the status of Jersey City's compliance with this Memorandum of Understanding to the Department in accordance with N.J.A.C. 7:26E-6.6(b). Jersey City agrees to submit the first progress report on or before the last calendar day of the fourth calendar month following the effective date of this Memorandum of Understanding. Jersey City agrees to submit a progress report thereafter on or before the last calendar day of the month following the next three calendar months being reported. Jersey City may request that the Department allow progress reports be submitted semi-annually or annually.

### V. Project Coordination

24. Jersey City agrees to submit to the Department all documents required by this Memorandum of Understanding, including correspondence relating to force majeure issues pursuant to Section IX of this Memorandum of Understanding, by delivery with an acknowledgement of receipt from the Department. The date that the Department executes the acknowledgement will be the date the Department uses to determine Jersey City's compliance with the requirements of this Memorandum of Understanding for purposes of assessing penalties and availing itself of any other applicable remedies.
25. Within seven (7) calendar days after the effective date of this Memorandum of Understanding, Jersey City agrees to submit to the Department the name, title, address and telephone number of the individual who shall be Jersey City's technical contact for the Department for all matters concerning this Memorandum of

Understanding and Jersey City agrees that this person is Jersey City's agent for the purpose of service for all matters concerning this Memorandum of Understanding. In the event the Department determines that a meeting concerning the remediation of the Site is necessary, the Department will provide notification to Jersey City's agent, identified in ¶45 below, of the date, time and place of such meeting. Jersey City agrees to ensure that the agent is available for and participates in such meeting.

26. Within seven (7) days after the effective date of this Memorandum of Understanding, the Department will identify the individual who will be the Department's contact for all matters concerning this Memorandum of Understanding. Unless the Department otherwise directs in writing, Jersey City agrees to submit all payments and copies of all documents required by this Memorandum of Understanding to the Department's contact.
27. Jersey City agrees to notify, both verbally and in writing, the Department's contact person identified pursuant to ¶26 above, at least fourteen (14) calendar days prior to the initiation of any field activities at the Site that are related to remediation, development or redevelopment.
28. The Department will consider a written request for an extension of time to perform any requirement in this Memorandum of Understanding, provided that Jersey City submits any extension request to the Department two weeks prior to any applicable deadline to which the extension request refers.

#### VI. Project Cost Review

29. Beginning three hundred sixty-five (365) calendar days after the effective date of this Memorandum of Understanding, and annually thereafter on the same calendar day, Jersey City agrees to submit to the Department a detailed review of all remediation costs expended by Jersey City to comply with this Memorandum of Understanding, including:
  - a) A detailed summary of all monies spent to date pursuant to this Memorandum of Understanding;
  - b) The detailed estimated remediation costs required to comply with this Memorandum of Understanding, including all operation, maintenance and monitoring costs; and
  - c) The reason for any changes from the previously submitted cost review.

#### VII. Oversight Cost Reimbursement

30. Within thirty (30) calendar days after receipt from the Department of a written summary of the Department's oversight costs, including all accrued interest incurred

pursuant to ¶31, determined pursuant to N.J.A.C. 7:26C-9.3, Jersey City agrees to submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with the Department's Direct Oversight Cost Invoice, for the full amount of the Department's oversight costs, for the period invoiced in the Department's summary.

31. Jersey City agrees that their agreement here to pay the Department's oversight costs will continue after the Department's termination of this Memorandum of Understanding as provided herein for those oversight costs that have accrued prior to that termination.
32. Jersey City also agrees to pay interest on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in the preceding paragraph, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

#### VIII. Reservation of Rights

33. The Department reserves the right to unilaterally terminate this Memorandum of Understanding in the event that the Department determines that Jersey City has violated the terms of this Memorandum of Understanding. Before the Department unilaterally terminates this Memorandum of Understanding, the Department will notify Jersey City in writing of the obligation(s) which they have not performed, and Jersey City shall have thirty (30) calendar days after receipt of such notice to perform such obligation(s).
34. Nothing in this Memorandum of Understanding precludes the Department from seeking civil or civil administrative penalties or any other legal or equitable relief against Jersey City for violations of this Memorandum of Understanding. In any such action brought by the Department under this Memorandum of Understanding for injunctive relief, civil, or civil administrative penalties, Jersey City may raise, among other defenses, a defense that Jersey City failed to comply with a decision of the Department, made pursuant to this Memorandum of Understanding, on the basis that the Department's decision was arbitrary, capricious or unreasonable. If Jersey City is successful in establishing such a defense based on the administrative record, Jersey City shall not be liable for penalties for failure to comply with that particular requirement of the Memorandum of Understanding. Although Jersey City may raise such defenses in any action initiated by the Department for injunctive relief, Jersey City hereby agrees not to otherwise seek review of any decision made or to be made by the Department pursuant to this Memorandum of Understanding, except as provided in ¶44 of this Memorandum of Understanding. Under no circumstances shall Jersey City initiate any action or proceeding challenging any decision made or to be made by the Department pursuant to this Memorandum of Understanding.
35. This Memorandum of Understanding shall not be construed to affect or waive the claims of federal or state natural resources trustees against any person for damages

or injury to, destruction of, or loss of natural resources, unless expressly provided herein, and then only to the extent expressly provided herein.

36. Except as otherwise stated in this Memorandum of Understanding, nothing herein shall be construed as limiting any legal, equitable or administrative remedies which Jersey City may have under any applicable law or regulation. In any enforcement action the Department initiates pursuant to this Memorandum of Understanding, Jersey City reserves any defenses which the Spill Compensation and Control Act, *Matter of Kimber Petroleum Corp.*, 110 N.J. 69 (1988) or their amendments, supplements and progeny allow.
37. Except as otherwise set forth herein, by the execution of this Memorandum of Understanding, the Department does not release Jersey City from any liabilities or obligations that Jersey City may have pursuant to any other authority, nor does the Department waive any of its rights or remedies pursuant thereto.

#### IX. Force Majeure

38. If any event specified in the following paragraph occurs which Jersey City believes or should believe will or may cause delay in the compliance or cause non-compliance with any provision of this Memorandum of Understanding, Jersey City agrees to notify the Department in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measure taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. Jersey City agrees to take all necessary action to prevent or minimize any such delay.
39. The Department will extend in writing the time for performance for a period no longer than the delay resulting from such circumstances as determined by the Department only if:
  - a) Jersey City has complied with the notice requirements of the preceding paragraph;
  - b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Jersey City; and
  - c) Jersey City has taken all necessary action to prevent or minimize any such delay
40. The burden of proving that any delay is caused by circumstances beyond the control of Jersey City, and the length of any such delay attributable to those circumstances shall rest with Jersey City.

41. "Force Majeure" shall not include the following:

- a) Delay in an interim requirement with respect to the attainment of subsequent requirements;
- b) Increases in the cost or expenses incurred by Jersey City in fulfilling the requirements of this Memorandum of Understanding;
- c) Contractor's breach, unless Jersey City demonstrates that such breach falls within the above paragraphs; and
- d) Failure to obtain access required to implement this Memorandum of Understanding, unless denied by a court of competent jurisdiction.

#### X. Penalties

42. Jersey City agrees to pay penalties for its violations of this Memorandum of Understanding, or for its failure to implement and maintain institutional controls including by way of example, a deed notice or declaration of environmental restriction that are part of a remedial action implemented pursuant to the order, according to the amounts and conditions in N.J.A.C. 7:26C-10.
43. Jersey City agrees that its payment of a penalty pursuant to N.J.A.C. 7:26C-10 does not alter Jersey City's responsibility to complete any requirements of this Memorandum of Understanding.

#### XI. Dispute Resolution

44. In the event a conflict arises between Jersey City and the Department, Jersey City may institute the Department's dispute resolution process at N.J.A.C. 7:26C-1.4.

#### XII. General Provisions

45. Jersey City agrees that the person listed below is Jersey City's agent for the purpose of service for all matters concerning this Memorandum of Understanding. Unless and until Jersey City provides the Department with the name, title, address and telephone number of Jersey City's new agent: Penny S. Ludman, Esq., of Florio Perrucci Steinhardt & Fader, LLC, 108 Euclid Street, Woodbury, New Jersey 08096; (856)853-5530(phone); (856) 853-5531 (fax); pludman@florioperrucci.com
46. In addition to the Department's statutory and regulatory rights to enter and inspect, Jersey City agrees to allow the Department and its authorized representatives access to all areas of the Site which Jersey City has access to, at all times, for the purpose of monitoring Jersey City's compliance with this Memorandum of Understanding and/or to perform any remedial activities which Jersey City fails to perform as required by this Memorandum of Understanding. Jersey City agrees that its

agreement here to provide the Department with access will continue after the Department's termination of this Memorandum of Understanding pursuant to ¶33, above.

47. Jersey City shall not make, or allow to be made, any excavation, disruption, relocation or removal of any deposited material in the former PJP Landfill, or alteration, improvement, or disturbance in, to or about the Equivalent Remedial Design including but not limited to taking any action that would penetrate the approved and constructed geomembrane landfill cap without first obtaining an NJDEP approved Landfill Disruption Approval in accordance with N.J.S.A.13:1E-1 et seq. and all related regulations promulgated by the NJDEP.
48. Jersey City agrees to not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Jersey City of their obligation to obtain written approvals as required herein.
49. Jersey City agrees to provide a copy of this Memorandum of Understanding to each contractor and subcontractor retained to perform the work required by this Memorandum of Understanding and agrees to condition all contracts and subcontracts entered for the performance of such work upon compliance with the terms and conditions of this Memorandum of Understanding. Jersey City agrees to be responsible to the Department for ensuring that its contractors and subcontractors perform the work herein in accordance with this Memorandum of Understanding.
50. Nothing in this Memorandum of Understanding relieves Jersey City from complying with all other applicable laws and regulations. Compliance with the terms of this Memorandum of Understanding shall not excuse Jersey City from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while carrying out the obligations imposed by this Memorandum of Understanding. This Memorandum of Understanding shall not preclude the Department from requiring that Jersey City obtain and comply with any permits, and/or orders issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1 E-1 et seq., and the Spill Compensation and Control Act N.J.S.A. 58:10:23.11 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Memorandum of Understanding if the terms and conditions of any such permit are more stringent than the terms and conditions of this Memorandum of Understanding. Should any of the measures to be taken by Jersey City during the remediation of any ground water and surface water pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System ("NJPDES") regulations, N.J.A.C. 7:14A-1 et seq., then Jersey City agrees to obtain a NJPDES permit or permit modification from the Department prior to commencement of the activity.

51. All work plans, schedules, and other documents required by this Memorandum of Understanding and approved in writing by the Department are incorporated herein and made a part hereof.
52. Upon the receipt of a written request from the Department, Jersey City agrees to submit to the Department all data and information, including technical records and contractual documents, concerning contamination at the Site, including raw sampling and monitoring data, whether or not such data and information, including technical records and contractual documents that were developed pursuant to this Memorandum of Understanding. Jersey City reserves their right to assert a privilege regarding such documents, but agrees not to assert any confidentiality or privilege claim with respect to any data related to site conditions, sampling or monitoring.
53. Jersey City agrees to comply with this Memorandum of Understanding, which shall be fully enforceable as an Order in the New Jersey Superior Court pursuant to the Department's statutory authority.
54. No modification or waiver of this Memorandum of Understanding shall be valid except by written amendment to this Memorandum of Understanding duly executed by Jersey City and the Department. Any amendment to this Memorandum of Understanding shall be executed by the Department and Jersey City. The Department reserves the right to require the resolution of any outstanding violations of the applicable regulations or this Memorandum of Understanding prior to executing any such amendment.
55. Jersey City waives their rights to an administrative hearing concerning the entry of this Memorandum of Understanding.
56. This Memorandum of Understanding shall be governed and interpreted under the laws of the State of New Jersey.
57. If any provision of this Memorandum of Understanding or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Memorandum of Understanding or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Memorandum of Understanding shall be valid and enforced to the fullest extent permitted by law.
58. This Memorandum of Understanding represents the entire integrated agreement between the Department and Jersey City concerning the Site subject to this Memorandum of Understanding and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.

59. Within thirty (30) calendar days after the effective date of this Memorandum of Understanding, Jersey City agrees to record a copy of this Memorandum of Understanding with the County Clerk, Hudson County, State of New Jersey and agrees to provide the Department with written verification of compliance with this paragraph which shall include a copy of this Memorandum of Understanding stamped "Filed" by the County Clerk.
60. This Memorandum of Understanding shall be binding, jointly and severally, on each party, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any party or of the facility or site shall alter party's responsibilities under this Memorandum of Understanding.
61. Jersey City's document retention policy notwithstanding, Jersey City agrees to preserve, during the pendency of this Memorandum of Understanding and for a minimum of ten (10) years after its termination, all data and information, including technical records, potential evidentiary documentation and contractual documents, in its possession or in the possession of Jersey City's divisions, employees, agents, accountants, contractors, or attorneys that relate in any way to the contamination at the Site, despite any document retention policy to the contrary. After this ten year period, Jersey City may make a written request to the Department to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receipt of written approval by the Department, Jersey City may discard only those documents that the Department does not require to be preserved for a longer period. Upon receipt of a written request by the Department, Jersey City agrees to submit to the Department all data and information, including technical records and contractual documents or copies of the same. Jersey City reserves whatever rights they may have, if any, to assert any privilege regarding such data or information, however, Jersey City agrees not to assert any privilege or confidentiality claims with respect to any data related to site conditions, sampling, or monitoring.
62. Jersey City agrees to provide to the Department written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations in accordance with the schedule set forth at N.J.A.C. 7:26B-3.2 prior to such action. Upon such notice, Jersey City agrees to submit a cost review pursuant to this Memorandum of Understanding to the Department. Jersey City agrees to also provide written notice to the Department of a filing of a petition for bankruptcy no later than the first business day after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations. Upon receipt of notice of dissolution of corporate identity, liquidation of assets or filing of a petition for bankruptcy, the Department may request and, within fourteen (14) days of the Department's written request, the Jersey City agrees to obtain and

submit to the Department an additional remediation funding source pursuant to this Memorandum of Understanding.

63. If Jersey City remediates the Site to a restricted use standard and Jersey City implements institutional and engineering controls, this Memorandum of Understanding shall remain in full force and effect until the Department determines that the Site is remediated to the applicable unrestricted use standard.
64. If Jersey City remediates contaminated soil at the Site to the Department's unrestricted use soil standard and any other contaminated media to the applicable remediation standard, the requirements of this Memorandum of Understanding shall be deemed satisfied upon the receipt by Jersey City of written notice from the Department stating that Jersey City has completed the remediation required by this Memorandum of Understanding in accordance with N.J.A.C. 7:26E, and that it has satisfied all financial obligations imposed by this Memorandum of Understanding, and that no further action is necessary at the Site. The written notice shall also state that the Memorandum of Understanding is thereby terminated. Such written notice shall not relieve Jersey City from the obligation to conduct future investigation or remediation activities pursuant to federal state or local laws for matters not addressed by this Memorandum of Understanding.
65. Except as provided in ¶52 above, Jersey City may assert a claim of confidentiality for any information submitted by Jersey City pursuant to this Memorandum of Understanding, by following the Department's procedures in N.J.A.C. 7:26B-7.
66. Jersey City agrees to submit to the Department, along with two original copies of the Memorandum of Understanding, each with the original signature of Jersey City, or its authorized representative, and documentary evidence, such as a corporate resolution or a certification by a corporate officer, that the signatory has the authority to bind Jersey City to the terms of this Memorandum of Understanding.
67. This Memorandum of Understanding shall be effective upon the execution of this Memorandum of Understanding by the Department and Jersey City.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

BY: \_\_\_\_\_  
Ronald T. Corcory, Assistant Director  
Enforcement and Assignment Element

CITY OF JERSEY CITY

Date \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

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

City Clerk File No. Res. 09-934

Agenda No. 10.U

Approved: NOV 10 2009

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A TRANSFER OF LIABILITY AGREEMENT WITH WASTE MANAGEMENT OF NEW JERSEY, INC. AND CWM CHEMICAL SERVICES, L.L.C., IN CONNECTION WITH THE MARION GREENWAY PARK

**WHEREAS**, the City of Jersey City (City) will be acquiring title to approximately thirty-two (32) acres of land located in Jersey City identified as Block 1627, Lot 1.P, 2.A, 3.B and 5.A; Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7 (Property); and

**WHEREAS**, the Property is part of the PJP Landfill Super Fund Site; and

**WHEREAS**, the City intends to preserve the Property as open space for recreational and conservation purposes by creating a new park to be known as the Marion Greenway Park; and

**WHEREAS**, Waste Management of New Jersey, Inc. (Waste Management), and CWM Chemical Services, LLC (CWM) (collectively referred to as CCS) have the obligation to remediate the Property pursuant to an Administrative Consent Order (ACO) and their Remedial Design Plan was approved by the New Jersey Department of Environmental Protection (DEP); and

**WHEREAS**, the Remedial Design Plan was not adequate for any end use of the Property including a park; and

**WHEREAS**, the City prepared an Equivalent Remedial Design Plan that will support the use of the Property as a park; and

**WHEREAS**, CCS agrees to undertake and pay for the Equivalent Remedial Design Plan as approved by the DEP subject to a transfer of certain long term liability from CCS to the City; and

**WHEREAS**, the Transfer of Liability Agreement makes the City liable for oversight and maintenance activities associated with the landfill cap including gas and ground water monitoring, design liability associated with the Equivalent Remedial Design Plan including new releases of preexisting contamination, and all losses associated with the park and recreation project; and

**WHEREAS**, the Transfer of Liability Agreement obligates the City to purchase errors and omissions and environmental pollution legal liability insurance coverage for any on-site or off-site discharge of any hazardous substances or other contamination and bodily injury and/or property damages related to the design, construction, implementation, operation, maintenance or use of the Equivalent Remedial Design Plan and the park and recreation project.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute the a Transfer of Liability Agreement with CCS, in substantially the form attached subject to such modifications deemed appropriate or necessary by the Corporation Counsel or the Business Administrator.

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

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

*[Signature]*  
Business Administrator  
*ASA*

APPROVED AS TO LEGAL FORM \_\_\_\_\_

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

## AGREEMENT

This **AGREEMENT** made this \_\_\_\_ day of September, 2009 among the City of Jersey City (hereinafter referred to as "Jersey City"), and **Waste Management of New Jersey, Inc.** and **CWM Chemical Services, L.L.C.** (hereinafter collectively referred to as "CCS").

**WHEREAS**, Jersey City has contemporaneous with the execution of this Agreement acquired title to approximately 30 acres of land located in Jersey City, Hudson County, New Jersey and designated as Block 1627, Lots 1.P, 2.A, 3.B and 5.A; Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A and 7.on the \_\_\_\_ Tax Map of the City of Jersey City (hereinafter, the "Property"), which Property was formerly owned in fee by Erwin L. Siegel, Edlin, Ltd., and Tooley Enterprises (hereinafter referred to as "Siegel Entities");

**WHEREAS**, the Property is part of the PJP Landfill Superfund Site located at 400 Sip Avenue, Jersey City, Hudson County, New Jersey (the "Site");

**WHEREAS**, CCS is a signatory to the Consent Order (as hereinafter defined); an Administrative Consent Order ("ACO") (as hereinafter defined), and an Administrative Consent Order Second Amendment (as hereinafter defined) which concern CCS's prior remedial performance obligations at the Site;

**WHEREAS**, CCS is a signatory to an Administrative Consent Order Third Amendment dated \_\_\_\_\_, 2009 ("ACO Third Amendment"), which defines CCS's remaining remedial performance obligations at the Site;

**WHEREAS**, the ACO Third Amendment obligates CCS to fully and properly construct the Equivalent Remedial Design (as hereinafter defined) on the Property;

**WHEREAS**, to date CCS has partially performed the Selected Remedy (as defined in the Consent Order) at the Site. CCS's remaining remedial performance obligation, as defined by the Selected Remedy, is to construct the New Jersey Department of Environmental Protection ("NJDEP or Department") approved Equivalent Remedial Design (as hereinafter defined);

**WHEREAS**, Jersey City has contemporaneously acquired the Property, and it now desires to preserve the Property as open space for recreational and conservation purposes included in its proposed Park and Recreational Project (as hereinafter defined), and it has completed the land use approval process for this purpose;

**WHEREAS**, to implement the Park and Recreational Project, Jersey City will contemporaneously enter into a Memorandum of Understanding (hereinafter, the "MOU") with the NJDEP, and Jersey City will assume responsibility for certain Remedial Activities including design of the Equivalent Remedial Design and assumption of certain operation and maintenance obligations ("O&M") on the Site, as detailed in a Department approved Revised Operation & Maintenance Plan;

**WHEREAS**, CCS and Jersey City contemplate that the relevant terms of this Agreement shall be incorporated in and become a constituent parts of an NJDEP approved MOU and ACO Third Amendment to be executed by the respective parties contemporaneous with this Agreement;

**WHEREAS**, CCS and Jersey City desire to memorialize herein the parties' respective obligations resulting from Jersey City's Park and Recreation Project; and

**NOW THEREFORE**, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, CCS and Jersey City hereby agree as follows:

**1. DEFINITIONS.**

In addition to the definitions set forth above, the following additional terms shall have the meanings set forth below:

**“Administrative Consent Order”** shall mean the Administrative Consent Order Amendment executed on June 15, 2000 in the matter of the PJP Landfill Superfund Site NJD980505648, and documents incorporated therein by reference, including but not limited to the Administrative Consent Order executed on June 2, 1997 as amended on September 29, 1997;

**"ACO Second Amendment"** shall mean the CCS executed Administrative Consent Order Second Amendment dated, March 7, 2008 in the matter of the PJP Landfill Superfund Site NJD980505648, and documents incorporated therein by reference.

**"ACO Third Amendment"** shall mean the CCS contemporaneously executed Administrative Consent Order Third Amendment dated, \_\_\_\_\_, 2009 in the matter of the PJP Landfill Superfund Site NJD980505648, and documents incorporated therein by reference.

**“Consent Order”** shall mean the Consent Order entered on June 27, 2000 by the Superior Court of New Jersey, Law Division, Hudson County, Docket No.: L-3519-92.

**“Equivalent Remedial Design”** shall mean the NJDEP approved PJP Landfill Closure Equivalency Engineering Report prepared by Malcolm Pirnie for Jersey City, dated \_\_\_\_\_, 2009, and any documents incorporated therein by reference.

**"Environmental Laws"** shall mean and include any federal, state or local statute, law, rule, regulation, ordinance, code, policy, permit, rule of common law, judicial order,

administrative order, consent decree, or judgment now or hereafter in effect, in each case, as has been amended from time to time, relating to the environment, health or safety, including the National Environmental Policy Act (42 U.S.C. §4321 et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 and otherwise, the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984 and otherwise, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Water Act (33 U.S.C. §1321 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §3808 et seq.), the New Jersey Spill Compensation and Control Act, N.J.S.A. §58:10-23.11 et seq., the New Jersey Solid Waste Management Act, N.J.S.A. § 13:1E-1 et seq., the New Jersey Water Pollution Control Act, §58:10A-1 et seq., the Coastal Area Facility Review Act, § 13:19-1 et seq., and any similar federal, state or local laws, ordinances or regulations implementing such laws.

**"Governmental Entity"** shall mean any federal, state, or local governmental entity, agency, department or body, including but not limited to the governments of the State of New Jersey, the County of Hudson, and the City of Jersey City, the United States Environmental Protection Agency, the New Jersey Department of Environmental Protection ("NJDEP"), and successors thereto, or any other federal, state or local

governmental agency now or hereafter regulating substances and materials in the environment located at or emanating from the Site.

**"Hazardous Substances"** shall mean and include (i) any solid, gaseous or liquid wastes, hazardous air pollutants, hazardous substances, hazardous materials, regulated substances, restricted hazardous wastes, hazardous chemical substances, mixtures, toxic substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law and as such definition may change from time to time, (ii) any substance or material which now or in the future is known to constitute a threat to health, safety, property or the environment or which has been or is in the future determined by any Governmental Entity to be capable of posing a risk of injury to health, safety, property or the environment or exposure to which is prohibited, limited or regulated by any Environmental Law or Governmental Entity, including all of those materials, wastes and substances designated now or in the future as hazardous or toxic by any Governmental Entity, and (iii) any petroleum or petroleum products or by-products, radioactive materials, asbestos, whether friable or non-friable, urea formaldehyde foam insulation, polychlorinated biphenyls, or radon gas.

**"Losses"** shall mean: (i) all on-Site and/or Property and off-Site and/or Property losses, liabilities, penalties, damages (including punitive and consequential damages), investigation costs (including reasonable fees of consultants, counsel and other experts in connection with any environmental investigation, testing, audits or studies required by any Governmental Entity), oversight costs of any Governmental Entity, natural resource damages, obligations, fines, Notices of Violation, impositions, fees, levies, lien removal or bonding costs, claims (including third-party claims for bodily injury (including

mental anguish), property damages, and cleanup), demands, causes of action (including, without limitation, any common law cause of action), defenses, judgments, suits, proceedings, disbursements or expenses (including, without limitation, reasonable attorneys', experts' or other consultants' fees and disbursements), and any other clean-up or response costs (which, without limitation, shall include all environmental investigation, monitoring, sampling or clean-up costs to cause the Site and/or the Property to come into environmental compliance with any Environmental Law) as required by any Governmental Entity, and Remaining Obligation Payments (as defined in the Consent Order) pursuant to ¶27 of the Consent Order, and any matters to which CCS and Jersey City are indemnified hereunder or in connection with the enforcement of this Agreement.

**“Memorandum of Understanding”** shall mean the Jersey City contemporaneously executed Memorandum of Understanding dated, \_\_\_\_\_, 2009 in the matter of the PJP Landfill Superfund Site NJD980505648, and documents incorporated therein by reference.

**“Park and Recreational Project”** shall mean Jersey City’s funding, design, implementation, construction, operation and maintenance of outdoor park and recreational facilities or appurtenances on the Property and/or Site.

**“Remedial Activities”** shall mean the activities included in the MOU and the ACO Third Amendment that Jersey City and CCS are respectively obligated to perform at the Site in order to fully implement the remaining portions of the Selected Remedy, as that term is defined in the Consent Order, as further described in the ACO, and as modified by the Amended ACO, the ACO Second and Third Amendments, and as

further defined in the NJDEP approved PJP Landfill Closure Equivalency Engineering Report prepared by Malcolm Pirnie for Jersey City, dated \_\_\_\_\_, 2009, and any documents incorporated therein by reference, and an approved Revised Operation & Maintenance Plan.

**2. JERSEY CITY'S ASSUMPTION OF CERTAIN REMEDIAL ACTIVITIES, AND ITS PERFORMANCE OF THE PARK AND RECREATIONAL PROJECT.**

Jersey City hereby agrees to assume responsibility for certain Remedial Activities at the Site, and it further agrees to perform various enumerated activities related to the Park and Recreational Project summarized below:

(a) Jersey City shall be responsible for preparing the design and obtaining NJDEP/EPA approval of the Equivalent Remedial Design including agency determination of equivalency for the alternate grading/capping reuse plan proposed for the Property;

(b) Jersey City shall be solely responsible for all future Losses which are caused by the design of the Equivalent Remedial Design (including the release of pre-existing contamination);

(c) Jersey City shall assume responsibility for Remedial Activities at the Site set forth in the MOU and an NJDEP approved Revised Operation & Maintenance Plan ("O&M"), Jersey City's O&M obligations at the Site commence upon CCS's obtaining NJDEP's Certification of Completion for CCS's construction of the Equivalent Remedial Design;

(d) Jersey City is solely responsible for all future Losses which are caused by its implementation of Remedial Activities including its assumption of certain O&M activities at the Site (including the release of pre-existing contamination);

(e) Jersey City shall be solely responsible for all activities relating to the Park and Recreation Project;

(f) Jersey City shall be solely responsible for all future Losses relating to Jersey City's Park and Recreation Project (including the release of pre-existing contamination);

(g) Jersey City shall perform its design of the Equivalent Remedial Design; its Remedial Activities, and its design, construction, operation and maintenance of the Park and Recreational Project in strict accordance with the approved MOU and all applicable statutes, laws (including all Environmental Laws), ordinances, rules, regulations and requirements of all Governmental Entities;

(h) Jersey City shall not make, or allow to be made, any excavation, disruption, relocation or removal of any deposited material in the former PJP Landfill, or alteration, improvement, or disturbance in, to or about the Equivalent Remedial Design including but not limited to taking any action that would penetrate the approved and constructed geomembrane landfill cap without first obtaining an NJDEP approved Landfill Disruption Approval in accordance with N.J.S.A.13:1E-1 et seq. and all related regulations promulgated by the NJDEP;

(i) Jersey City shall provide CCS with unlimited and unimpeded access to the Property in order for CCS to fulfill its obligations set forth in this Agreement and the ACO Third Amendment; and

(j) Jersey City shall support CCS's request to NJDEP to be relieved of all Remediation Funding Source (hereinafter, "RFS") obligations related to Remedial Activities at the Site.

### **3. CCS'S REMEDIAL OBLIGATIONS**

CCS shall be responsible for the Remedial Activities set forth in the ACO Third Amendment, which shall include those summarized below:

- (a) CCS shall be responsible for constructing the NJDEP approved Equivalent Remedial Design. Prior to closing, the parties will reach a specific agreement on the offset work identified in the approved Equivalent Remedial Design;
- (b) CCS shall not be responsible for constructing the Parks and Recreation Project;
- (c) CCS shall be responsible for all Losses caused by its construction of the NJDEP approved Equivalent Remedial Design (including the release of pre-existing contamination); and
- (d) CCS shall be responsible for its Remedial Activities at the Site set forth in the ACO Third Amendment until such time as NJDEP issues a Certification of Completion for CCS's construction of the Equivalent Remedial Design, whereupon CCS's Remedial Activities at the Site shall cease and Jersey City shall assume all of CCS's future Remedial Activities at the Site.

### **4. JERSEY CITY'S COMPENSATION FOR ASSUMING AND PERFORMING CCS'S REMEDIAL ACTIVITIES.**

In consideration of the rights, obligations, and responsibilities of the Parties as delineated in this Agreement, CCS shall pay Jersey City the sum of \$1,154,561 (hereinafter, the

“Payment”). Such Payment shall be due, owing and paid into an escrow account pursuant to ¶ 8 below upon CCS’s receipt of NJDEP’s Certification of Completion for CCS’s construction of the Equivalent Remedial Design whereupon CCS is relieved of its Remedial Activities at the Site.

**5. COORDINATION OF ON SITE REMEDIAL ACTIVITIES WITH AMB.**

AMB Property, L.P. and AMB Distribution Center, LLC (collectively "AMB") are performing remedial activities and redeveloping a portion of the Site pursuant to an Administrative Consent Order dated March 7, 2008. Jersey City affirmatively covenants that it will in good faith fully coordinate and cooperate with AMB in performing each of the parties' respective remedial obligations on the Site. Jersey City affirmatively agrees that it shall not undertake, either by agreement or permit/approval, any obligation which would have the result of increasing the substantive remedial obligations of AMB on the Site.

**6. CCS COORDINATION OF CONSTRUCTION SCHEDULE AND STATUS WITH JERSEY CITY.**

CCS is responsible for constructing the NJDEP approved Equivalent Remedial Design. CCS shall in good faith keep Jersey City apprised of the construction schedule and any modifications thereto. As soon as reasonably practicable following execution of this Agreement, CCS shall provide Jersey City with its anticipated construction schedule.. CCS shall notify Jersey City of any anticipated cessation in construction activity. CCS shall provide Jersey City with no less than bi-monthly telephone updates as to the status of the construction and any modifications to the construction schedule.

**7. INDEMNIFICATION.**

(a) Jersey City shall indemnify, defend (by counsel selected by CCS), and hold harmless CCS and any of CCS's officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, successors and assigns from and against all Losses asserted against, resulting to, imposed upon or incurred by CCS that are caused by: (i) Jersey City's design of the Equivalent Remedial Design (including but not limited to releases of pre-existing environmental contamination); (ii) Jersey City's performance of Remedial Activities including its assumption of certain O&M activities at the Site (including the release of pre-existing contamination); (iii) Jersey City's Park and Recreation Project (including the release of pre-existing contamination); (iv) Jersey City's failure to perform any of its obligations, requirements or agreements under this Agreement or the MOU; (v) Jersey City's breach of any representation and warranties under this Agreement or the MOU; and (vi) the indemnity requirements set forth in ¶10, without a limitation on time (collectively "Indemnified Losses").

(b) CCS shall indemnify, defend (by counsel selected by Jersey City), and hold harmless Jersey City and any of its officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, successors and assigns from and against all Losses asserted against, resulting to, imposed upon or incurred by Jersey City that are caused by: (i) CCS's construction of the Equivalent Remedial Design (including but not limited to releases of pre-existing environmental contamination); and (ii) CCS's performance of its future Remedial Activities set forth in the ACO Third Amendment.

**8. FINANCIAL ASSURANCES AND REMEDIAL ACTIVITIES PERFORMANCE ESCROW.**

Jersey City represents and warrants that they have and will have sufficient unimpaired financial resources to comply with all current and future obligations contained in this Agreement and the MOU. Jersey City further agrees to secure performance of its Remedial Activities assumed herein and in the MOU, assumed by depositing CCS's payment of \$1,154,561 to Jersey City as required by ¶ 4 ("Escrowed Amount") into an interest bearing escrow account maintained by a federally-insured bank having a branch office in New Jersey ("Escrow Account"), pursuant to the terms of an Escrow Agreement contemporaneously entered into by the parties and attached hereto and incorporated herein ("Escrow Agreement"). Jersey City shall be responsible for all fees and taxes relating to the Escrow Account. Jersey City shall be entitled to any interest earned on the Escrowed Amount.

**9. INSURANCE.**

Jersey City shall procure, at its sole expense, commercially available: (1) errors and omissions insurance coverage,, or alternatively provide proof that Jersey City is a named as an additional insured on Malcolm Pirnie's Operations and Professional Services Environmental Insurance policy (alternatively "E&O Coverage"); (2) environmental pollution legal liability insurance coverage ("PLL Coverage"), and (3) excess commercial general liability, workers' compensation and automobile insurance coverage that is subject to a self insured retention limit not to exceed \$250,000 per occurrence for liabilities other than workers compensation and \$500,000 per occurrence for workers compensation.("Excess CGL Coverage"). The E&O Coverage, PLL Coverage and Excess CGL Coverage shall collectively be referred to as "Insurance Coverage". The Insurance Coverage shall insure for any on-Site and/or Property or

off-Site and/or Property discharge of any Hazardous Substances or other contamination (including new discharges of pre-existing environmental contamination) and bodily injury, property damages and natural resource damages that are in any way related to i) Jersey City's design of the Equivalent Remedial Design (including but not limited to releases of pre-existing environmental contamination); (ii) Jersey City's performance of Remedial Activities including its assumption of certain O&M activities at the Site (including the release of pre-existing contamination); (iii) Jersey City's design, construction, implementation, operation, maintenance or use Park and Recreation Project (including the release of pre-existing contamination). The Insurance Coverage shall be procured from an insurance company or companies rated A by A.M. Best Company. CCS shall have the right to review and approve of Jersey City's proposed Insurance Coverage, which approval shall not be unreasonably withheld or delayed. The E&O Coverage shall have policy limits of \$10,000,000 for each occurrence and in the aggregate, to the extent same is commercially available. The PLL Coverage shall have policy limits of \$25,000,000 for each occurrence and in the aggregate, to the extent same is commercially available. The Excess CGL Coverage shall have policy limits of \$5,000,000 for each claim and \$10,000,000 in the aggregate; to the extent same is commercially available. Jersey City shall renew and maintain the Insurance Coverage, with the same policy limits set forth above, during the entire time period that Jersey City has obligations under this Agreement and its MOU. The Insurance Coverage shall contain provisions that the insurance companies will have no right of recovery or subrogation against CCS or its officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, successors and assigns. Jersey City shall be solely responsible for any deductibles provided for in the Insurance Coverage. CCS shall be named as an additional insured on the Insurance Coverage. During the entire time period that Jersey City has

obligations under this Agreement and its MOU, Jersey City shall provide CCS with copies of current certificates of insurance for all Insurance Coverage. Jersey City shall immediately notify CCS if the Insurance Coverage expires or it is terminated for any reason.

**10. NO ADMISSION OF LIABILITY.**

This Agreement shall not be construed as an admission of liability by CCS or Jersey City. Jersey City shall have the right to seek financial assistance for the Redevelopment Project in any form, including but not limited to loans, grants or tax reimbursements under any federal, state or local program ("Financial Assistance"), provided such Financial Assistance would not allow for the recovery of Financial Assistance from CCS or any additional PRP affiliated with the Site. Jersey City agrees to indemnify CCS from and against all Losses asserted against, resulting to, imposed upon or incurred by CCS that are caused by, relating to, arising out of, or resulting from Financial Assistance obtained by Jersey City.

**11. GOVERNING LAW AND VENUE.**

This Agreement shall be governed by and construed in accordance with the substantive law of the State of New Jersey without regard to the application of choice of law principles, and the parties hereby consent to the personal jurisdiction in the Superior Court of New Jersey, Law Division-Hudson County in any action that may be commenced to enforce rights under his Agreement.

**12. SUCCESSORS AND ASSIGNS.**

This Agreement inures to the benefit of and binds the parties hereto and their respective successors and assigns. However, the parties may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the other party, which

consent shall not be unreasonably withheld or delayed. Any proposed assignment shall be: (a) in compliance with the use and deed restrictions for the Property as detailed at ¶14 herein; and (b) to an entity that possesses sufficient financial net worth to satisfy all of the obligations in the MOU and ACO Third Amendment and the documents referenced therein, and to fulfill the remaining obligations of this Agreement.

### **13. ENFORCEABILITY.**

This Agreement shall be binding upon and inure to the benefit of and be enforceable against any partner or other interest holder, or any parent, subsidiary, division, affiliate, successor or assignee of the respective parties.

### **14. USE AND DEED RESTRICTIONS.**

The Property and portions thereof shall not be developed or used for any principal use other than open space or municipal recreation facilities. This use and deed restriction expressly prohibits the Property or any portion thereof from being used or developed for any other purpose including but not limited to manufacturing, chemical storage and processing, waste storage or disposal, educational and childcare facilities, residential facilities for either temporary or permanent residents, offices or office spaces (other than office space associated with a principal use permitted herein), retail stores and other non-industrial commercial uses. Furthermore, the Property shall not developed or used in any manner that allows for excavation, disruption, relocation or removal of any deposited material in the former PJP Landfill, or alteration, improvement, or disturbance in, to or about the Equivalent Remedial Design including but not limited to taking any action that would penetrate the approved and constructed geomembrane landfill cap without first obtaining an NJDEP approved Landfill

Disruption Approval in accordance with N.J.S.A.13:1E-1 et seq. and all related regulations promulgated by the NJDEP. This use restriction shall be a covenant running with the land and shall bind future assignees, owners and occupants of the Property. The Property shall be subject to such additional use and deed restrictions as may be imposed pursuant to the ACO, the Amended ACO or MOU. These use and deed restrictions shall not preclude the use of a portion of the Property for road widening, recreational, and/or open space purposes consistent with the Park and Recreational Project

**15. NO RELEASE OR WAIVER.**

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by each party. No failure or delay on the part of either party in exercising any right, privilege, or permission under this Agreement shall operate as a waiver thereof. Nothing in this Agreement shall be deemed to relieve the Siegel Entities from any of their obligations under the Consent Order or Access Agreement or any other agreements entered into in connection with settling its liabilities at the Site. No failure or delay on the part of either party in exercising any right, privilege, or permission under this Agreement shall operate as a waiver thereof.

**16. NOTICES.**

For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipt requested postage, pre-paid, as follows: **As to Jersey City** with a copy to William Matsikoudis, Esq. Corporations Counsel, City of

Jersey City, Grove Street, New Jersey. As to CCS: with a copy to Mr. Stephen Joyce, Director, Waste Management, 4 Liberty Lane, Hampton, NH 03842.

**17. SEVERABILITY.**

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**18. NO PARTNERSHIP OR JOINT VENTURE.**

This Agreement shall not be construed as creating a partnership between CCS and Jersey City, nor to create any form of legal association which would impose liability upon one party for the act or failure to act of the other party.

**19. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**20. AUTHORIZATION.**

CCS and Jersey City represent to the other that the execution, delivery, and performance of this Agreement has been duly authorized on its behalf by the requisite governing council, board or official in accordance with all legal requirements and procedures, and that the person signing on that party's behalf has sufficient authority and has been duly authorized to execute this Agreement. Copies of the authorizing documents are attached hereto and incorporated herein.

**21. EFFECTIVENESS.**

This Agreement shall become effective as of the date it is executed by all parties. This Agreement shall terminate and be of no further force or effect upon the date that Jersey City or its assignee, receives notice from the NJDEP that it has satisfied all obligations required by the Consent Order, the ACO, the Amended ACO and MOU. In the event that Jersey City's obligations required by the Consent Order, the ACO, the Amended ACO and MOU are terminated within ten (10) years of the effective date of this Agreement, the indemnity and insurance obligations in the Agreement shall survive termination for an additional six (6) years from the Termination Date. In the event that those same objections set forth above are terminated after ten (10) years of the effective date of this Agreement, the indemnity and insurance obligations in the Agreement shall survive termination for an additional two (2) years from the Termination Date.

**IN WITNESS WHEREOF**, the undersigned representative has caused this Agreement to be executed as of the day and year written below.

\_\_\_\_\_  
**City of Jersey City**

**BY:** \_\_\_\_\_

**Print Name:**

**Dated:**

**IN WITNESS WHEREOF**, the undersigned representative has caused this Agreement to be executed as of the day and year written below.

**CWM Chemical Services, L.L.C.**

**BY:** \_\_\_\_\_  
**Print Name:**  
**Dated:**

**Waste Management of New Jersey, Inc.**

**BY:** \_\_\_\_\_  
**Print Name:**  
**Dated:**

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

City Clerk File No. Res. 09-935

Agenda No. 10.V

Approved: NOV 10 2009

TITLE:



**RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO(2) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2009 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution 09-610, approved on July 29,2009, extended the janitorial service contracts for an additional four (4) months effective as of July 1, 2009 through October 31, 2009 while the City accepted bid proposals; and

**WHEREAS**, the City accepted bid proposals on July 30, 2009 for janitorial services and will be awarding the contracts shortly; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed two(2) months effective November 1, 2009 while the City completes its review of the bid proposals and awards new contracts; and

**WHEREAS**, these contract extensions increase the original contract amounts by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20%; and

**WHEREAS**, the total cost of the contract extensions for two months is \$42,100.00 and these funds are available in Account No. **10-01-201-26-291-314**; and

| Vendor:                            | Location:                                                                                                                             | Ext. Amt:  |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------|
| Chuk's Professional Cleaning, Inc. | <b>Block 1:</b><br>- Police HDQ- 8 Erie Street<br>- Economic Assistance, 121 Newark Ave.<br>- Health Clinic, 115 Christopher Col. Dr. | \$6,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 3:</b><br>- South District, 191 Bergen Avenue<br>- Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av                          | \$4,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 5:</b><br>- West District, 576 Communipaw Ave.<br>- Juvenile Bureau, 130 Cator Ave.                                          | \$3,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 10:</b><br>- One Journal Square Plaza                                                                                        | \$4,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 11:</b><br>- Human Resources, 201 Cornel. Ave.                                                                               | \$4,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 12:</b><br>- Public Works Compound, Route 440                                                                                | \$8,000.00 |
| Chuk's Professional Cleaning, Inc  | <b>Block 13:</b><br>- Community Police & Housing Code, 325 Palisade Ave.<br>- Paterson St. Ctr; 28 Paterson Street                    | \$3,000.00 |
| Maverick Building Services         | <b>Block 4:</b><br>- East District, 207 – 7 <sup>th</sup> Street<br>- Fire HDQ, 465 Marin Blvd.                                       | \$5,100.00 |

Continued on page 2

City Clerk File No. Res. 09-935Agenda No. 10.v NOV 1 0 2009

TITLE:

**RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO(2) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2009 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

|                               |                                                                                                                                         |                    |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Statewide Sanitation Service  | <b>Block 9:</b><br>- Police Academy, Ft. of Chapel Ave.<br>- Caven Pt. Recr Facility, 1 Chapel Ave.<br>- Car Pound, 100 Phillips Street | \$5,000.00         |
| <b>TOTAL EXTENSION AMOUNT</b> |                                                                                                                                         | <b>\$42,100.00</b> |

| <b>Vendor:</b>                                                         | <b>Locations:</b>                            | <b>Purchase Order #</b> | <b>Amount</b>       |
|------------------------------------------------------------------------|----------------------------------------------|-------------------------|---------------------|
| Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109 | <b>Block #s :</b><br>1, 3, 5, 10, 11, 12, 13 | 96921                   | \$32,000.00         |
| Maverick Building Services 22 Chestnut St. Rutherford, NJ 07070        | <b>Block #:</b><br>4                         | 96922                   | \$5,100.00          |
| Statewide Sanitation Service 86 Washington St, West Orange, NJ 07052   | <b>Block #:</b><br>9                         | 97004                   | \$5,000.00          |
|                                                                        |                                              |                         | <b>\$ 42,100.00</b> |

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

1. The extensions of contracts with Chuk's Professional Cleaning, Inc, Maverick Building Services Inc, and Statewide Sanitation Services Corp. for providing janitorial services for various buildings throughout the City on a month to month basis not to exceed two months effective as of November 1, 2009 are approved;
2. The total cost of the contract extensions shall not exceed the sum of \$42,100.00; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

Continued on page 3

Agenda No. Res. 09-935

Approved 10.V NOV 10 2009

TITLE: **RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO(2) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2009 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

Chuk's Professional , Requisition # 0146063 , PO # 96921

Maverick Building Services , Requisition # 0146065, PO # 96922

Statewide Sanitation , Requisition # 0146060, PO # 97004

I, Donna Mauer (Donna Mauer), Chief Financial officer certify that there are sufficient funds available for the payment in Account No. 10-01-201-26-291-314.

APPROVED: John M. Yurchak APPROVED AS TO LEGAL FORM  
John M. Yurchak, Director, Department of Public Works  
APPROVED: [Signature]  
Business Administrator Corporation Counsel

Certification Required   
Not Required  **APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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. 09-936  
 Agenda No. 10.W  
 Approved: NOV 10 2009



**TITLE: RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED TWO MONTHS EFFECTIVE NOVEMBER 1, 2009 OF A CONTRACT WITH STATEWIDE SANITATION SERVICES, INC. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

**WHEREAS**, Resolution 09-611, approved on July 29, 2009, extended the janitorial service contracts for an additional four (4) months effective as of July 1, 2009 through October 31, 2009 while the City accepted bid proposals; and

**WHEREAS**, the City accepted bid proposals on July 30, 2009 for janitorial services and will be awarding the contract shortly; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed two (2) months effective November 1, 2009 while the City completes its review of the bid proposals and awards a new contract; and

**WHEREAS**, the total cost of the contract extension for two months is \$20,000; and

| <b>Vendor:</b>                                                                 | <b>Locations:</b>                                                                    | <b>Purchase Order #</b>      | <b>Amount</b>       |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------|---------------------|
| Statewide Sanitation Services Corp.<br>86 Washington St, West Orange, NJ 07052 | - City Hall<br>- North District<br>- Municipal Court & Violations<br>- Mini Precinct | <b>96920</b>                 | \$10,000.00         |
|                                                                                |                                                                                      | <b>Temporary Encumbrance</b> | <b>\$ 10,000.00</b> |

**WHEREAS**, this contract extension increase the original contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20%; and

**WHEREAS**, these funds are available in Account No. 10-01-201-26-291-314.

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

1. The extension of a contract with Statewide Sanitation Services Corp. for providing janitorial services at various buildings throughout the City on a month to month basis not to exceed two months effective November 1, 2009 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$20,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

**(Continued on page 4)**

Agenda No. Res. 09-936

Approved 10.W

TITLE:

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED TWO MONTHS COMMENCING ON NOVEMBER 1, 2009 OF A CONTRACT WITH STATEWIDE SANITATION SERVICES, INC. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment in Account No. 10-01-201-26-291-314.

Requisition # 0146057

Account # 10-01-201-26-291-314

Purchase Order # 96920

JMY / sb  
October 15, 2009

APPROVED: [Signature]  
APPROVED: [Signature]  
FOR: [Signature]  
Asst.

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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. 09-937  
 Agenda No. 10.X  
 Approved: NOV 10 2009  
 TITLE:



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 09-114.** An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article XI (Schedules) Schedule 25 (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 188 Bartholdi Avenue; 158 Boyd Avenue; 644-646 Bergen Avenue; 93 Fairview Avenue; 101 Hague Street; 254-252 Hancock Avenue; 46 Hopkins Avenue; 19 Kensington Avenue; 68 Lafayette Street; 230 McAdoo Avenue; 192 Mallory Avenue; 28-30 Sherman Avenue; 390-392 Union Street and 432 Wayne Street.

**Council as a Whole**, offered and moved adoption of the following resolution:

**Whereas**, at its meeting of November 10, 2009 at 6:00 p.m., the Municipal Council adopted Ordinance 09-114; and

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

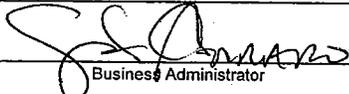
**Whereas**, it is necessary that this ordinance become effective immediately because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

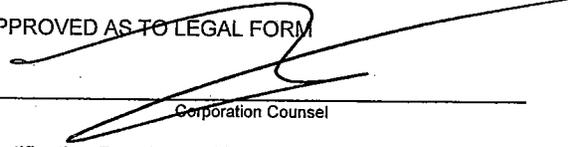
**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 09-114 is hereby waived so that this Ordinance is effective immediately.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

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

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

Certification Required

Not Required

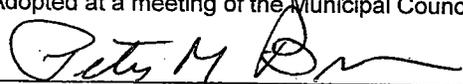
APPROVED 9-0

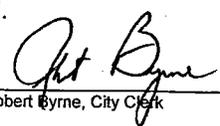
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/10/09                                |     |     |      |               |     |     |      |               |     |     |      |
| 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.

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk