

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

City Clerk File No. Res. 09-872
Agenda No. 10.A
Approved: OCT 28 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 \$285,765,030.

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
20-123	MUNICIPAL COUNCIL, OE	25,000	29,000
20-145	TAX COLLECTOR OE	70,000	80,000
20-146	ABATEMENT MANAGEMENT OE	700	1,400
25-265	FIRE DEPARTMENT OE	750,000	786,000
27-333	CLINICAL SERVICES OE	23,000	35,000
21-181	PLANNING BOARD	20,825	40,825
30-411	OTHER MUNICIPAL ADVERTISING	5,000	13,000
29-390	FREE PUBLIC LIBRARY	3,500,000	5,000,000
	BODY ARMOR REPLACEMENT	0	17,654
	CCTV	0	3,122,500
	STATE HEALTH SERVICE (H1N1)	0	493,306
	PEER GROUPING GRANT	0	45,000

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

APPROVED: *Andrew D. Dealy*
APPROVED: *Robert Byrne*
ASST. Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/0											
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. 09-873

Agenda No. 10.B

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC., (PHASE I), TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc. (JPAH), Phase I, to construct and sell twenty-two (22) two-family dwellings for a total of forty-four units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] CORPORATION COUNSEL
 ASST. Business Administrator

Certification Required
 Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/09											
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

Exhibit "A"
JP Affordable Housing Holding Company, Inc. Phase I

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
407 Pacific Avenue	Grace Akele	Vacant	\$924.00
364 Halliday Street	Felicitas Aliyas	\$715.00	\$858.00
378 Halliday Street	Magdi & Mariam Botros	\$650.00	\$780.00
372 Halliday Street	Maryann Carter-Ortiz	\$547.00	\$656.40
399 Pacific Avenue	Jean Derosiers	\$699.00	\$839.70
391 Pacific Avenue	Joseph Felusme	\$552.00	\$662.40
124 Maple Street	Lena Francis	\$309.00	\$370.80
383 Pacific Avenue	Gem James	\$627.00	\$752.40
366 Halliday Street	Regina Kallon	\$718.00	\$861.80
360 Halliday Street	John McRae	\$559.00	\$677.80
114 Maple Street	Julio Mendez	\$561.00	\$673.20
379 Pacific Avenue	Saida Mercedes	\$452.00	\$542.40
387 Pacific Avenue	Emile & Elda Nathan	\$715.00	\$858.00
386 Halliday Street	Beatrice Njoku	\$757.00	\$908.40
393 Pacific Avenue	Michele O'Neil	\$408.00	\$489.60
359 Johnston Avenue	Henry and Iris Ortiz	\$890.00	\$924.00
369 Johnston Avenue	Valentina Polanco	\$878.00	\$924.00
409 Pacific Avenue	Garcia & Jesus Reyes	\$365.00	\$438.00
401 Pacific Avenue	Jeannot Romulus	\$733.00	\$879.60
376 Halliday Street	Alberto Trubbo	\$625.00	\$750.00
382 Halliday Street	Sylvia Vera	\$840.00	\$924.00
354 Halliday Street	Christopher Waiters	\$765.00	\$918.00

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

City Clerk File No. Res. 09-874

Agenda No. 10.C

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC., (PHASE II) TO ENABLE THE OWNERS OF TWO-FAMILY HOMES TO CHARGE A FIXED BASED RENT RATHER THAN A RENT BASE ON THE TENANT'S INCOME

WHEREAS, on or about October 1992, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc. (JPAH), Phase II, to construct and sell twenty-one (21) two-family dwellings for a total of forty-two units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH dated October 1992; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

- Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
- The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Paul Zarbich APPROVED AS TO LEGAL FORM
 APPROVED: ASST. Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

Exhibit "A"
JP Affordable Housing Holding Company, Inc. Phase II

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
314 Van Horne Street	Cedric Beteta	\$356.00	\$427.20
383 Halliday Street	Telemaco & Maria Blandino	\$433.00	\$519.60
290 Van Horne Street	Marie Celestine	\$732.00	\$878.40
353 Halliday Street	Tomas Davila	\$410.00	\$492.00
142 Maple Street	Clarissa Fillmore	\$511.00	\$613.20
373 Halliday Street	Lorenzo Flores	\$442.00	\$530.40
351 Halliday Street	Rafael Gonzales	\$475.00	\$570.00
310 Van Horne Street	Eliza Guerrier	\$491.00	\$589.20
130 Maple Street	Isiah Heyward	\$850.00	\$924.00
298 Van Horne Street	Gregorio Monegro	\$413.00	\$495.60
284 Van Horne Street	Yvonne Myers	\$696.00	\$835.20
379 Halliday Street	Lucio & Amanda Naira	\$236.00	\$283.20
375 Johnston Avenue	Rigoberto Negron	\$888.00	\$924.00
381 Johnston Avenue	Sunday Okoji	\$1,155.00	\$924.00
316 Van Horne Street	Louis Perez	\$788.00	\$924.00
306 Van Horne Street	Paulino Perez	\$574.00	\$688.80
371 Halliday Street	Marie Rendon	\$781.00	\$924.00
355 Halliday Street	Kenneth Rice	\$757.00	\$908.40
300 Van Horne Street	Francisco Salcedo	\$701.00	\$840.20
292 Van Horne Street	Ana Sotto	\$619.00	\$742.80
363 Halliday Street	Antonio Torres	\$757.00	\$908.40

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

City Clerk File No. Res. 09-875

Agenda No. 10.D

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC., (PHASE III), TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about January 15, 1993, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc. (JPAH), Phase III, to construct and sell eighteen (18) two-family dwellings for a total of thirty-six units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH dated January 15, 1993; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Caspiche APPROVED AS TO LEGAL FORM
 APPROVED: Asst. Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
10/28/09

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.

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

Robert Byrne
 Robert Byrne, City Clerk

Exhibit "A"
JP Affordable Housing Holding Company, Inc. Phase III

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
117 Maple Street	Benjamin Akrasah	\$1,031.00	\$924.00
367 Whiton Street	Wei Lin Chen	\$601.00	\$721.20
334 Halliday Street	Joann Coleman	\$735.00	\$882.00
373 Whiton Street	Alma Cruz	\$504.00	\$604.80
379 Whiton Street	Rujay Curry	\$114.00	\$136.80
405 Whiton Street	Jean Damas	\$805.00	\$924.00
384 Pacific Avenue	Sylvia Figueroa	\$751.00	\$901.20
369 Whiton Street	Iqbal Hussein	\$137.00	\$164.40
394 Pacific Avenue	Luz Liberato	\$818.00	\$924.00
396 Pacific Avenue	Ricot Mazard	\$863.00	\$924.00
392 Pacific Avenue	Maria Morraz	\$1,162.00	\$924.00
361 Whiton Street	Dawn Odom	\$711.00	\$853.20
386 Pacific Avenue	Carlos Ovalles	\$785.00	\$924.00
338 Halliday Street	Robert Pierre	\$715.00	\$858.00
410 Pacific Avenue	Emiliano Roman	\$729.00	\$874.80
113 Maple Street	Marlene Walters	\$757.00	\$908.40
404 Pacific Avenue	Diane Williams	\$397.00	\$476.40
378 Pacific Avenue	Lenora Wright	\$200.00	\$240.00

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

City Clerk File No. Res. 09-876

Agenda No. 10.E

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC., (PHASE IV) TO ENABLE THE OWNERS OF TWO-FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about June 11, 1993 the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc., (JPAH), Phase IV, to construct and sell twenty one (21) two-family dwellings for a total of forty two units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH dated June 11, 1993; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Gasparis APPROVED AS TO LEGAL FORM

APPROVED: ASST. Business Administrator CORPORATION COUNSEL

Certification Required

Not Required

APPROVED 9-0
10/28/09

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.

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

Robert Byrne
Robert Byrne, City Clerk

Exhibit "A"
JP Affordable Housing Holding Company, Inc. Phase IV

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
419 Pacific Avenue	Jorge Paez	Vacant	\$924.00
390 Halliday Street	Amedee Pierre	\$851.00	\$924.00
400 Halliday Street	Aurella Richey	\$833.00	\$924.00
412 Halliday Street	Ismael Rosado	\$226.00	\$271.20
394 Halliday Street	Alma Santana	\$482.00	\$578.40
426 Halliday Street	Josefina Zapata	\$468.00	\$561.60
386 Johnston Avenue	Sancho Arreza	\$773.00	\$924.00
382 Johnston Avenue	Gloria Bobo	\$475.00	\$570.00
380 Johnston Avenue	Cebastiana Castillo	\$699.00	\$838.80
336 Van Horne Street	William Hardy	\$377.00	\$452.40
384 Johnston Avenue	Dorothy Howell	\$716.00	\$859.20
332 Van Horne Street	Jose Havier	\$574.00	\$688.80
423 Pacific Avenue	Francisco Angomas	\$327.00	\$437.40
413 Pacific Avenue	Gerardo Caratinni	\$870.00	\$924.00
437 Pacific Avenue	Jorge Chavez	\$668.00	\$801.60
418 Halliday Street	Aida Gonzalez	\$274.00	\$328.80
432 Halliday Street	Eladio Gonzalez	\$683.00	\$819.60
425 Pacific Avenue	Marie Joseph	\$407.00	\$488.40
414 Halliday Street	Juana Kelly	\$436.00	\$523.20
422 Halliday Street	Marie Louis	\$785.00	\$924.00
408 Halliday Street	Roger Mejia	\$686.00	\$823.20

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

City Clerk File No. Res. 09-877

Agenda No. 10.F

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC., (PHASE VI), TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about January 9, 1995, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc. (JPAH), Phase VI, to construct and sell four (4) two-family dwellings for a total of eight units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH dated January 9, 1995; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Esposito APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] CORPORATION COUNSEL
 ASST. Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								10/28/09			
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

Exhibit "A"
JP Affordable Housing Holding Company, Inc. Phase VI

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
468 Pacific Avenue	Martha Gaillard	\$511.00	\$613.20
464 Pacific Avenue	Irma & Edgar Hernandez	\$472.00	\$566.40
460 Pacific Avenue	Josefina Lopez	\$833.00	\$924.00
472 Pacific Avenue	Mae Moreland	\$657.00	\$788.40

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

City Clerk File No. Res. 09-878

Agenda No. 10.6

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER JP AFFORDABLE HOUSING HOLDING COMPANY, INC. TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about May 22, 1995, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with JP Affordable Housing Holding Company, Inc. (JPAH), scattered site, to construct and sell twenty (20) two-family dwellings for a total of forty units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with JPAH dated May 22, 1995; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

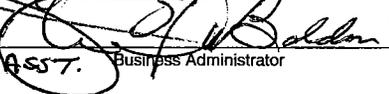
WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that will be permitted to increase annually; and

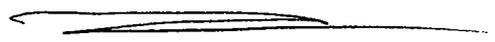
WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: 
 APPROVED: 
 ASST. Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

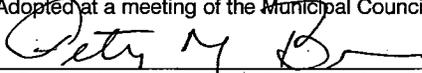
Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

Exhibit "A"
JP Affordable Housing Holding Company, Inc.

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
447 Pacific Avenue	Bridgette Almanzar	\$689.00	\$826.80
87 Maple Street	Steven Badillo	\$463.00	\$555.60
84 ½ Woodward Street	Hector Caraballo	\$903.00	\$924.00
103 VanHorne Street	Alberto Gonzalez	\$1,364.00	\$924.00
245 ½ Pine Street	Nelson Gonzalez	\$719.00	\$862.80
478 ½ Pacific Avenue	Ramon Henriquez	\$816.00	\$924.00
98 Woodward Street	Buenaventura Jimenez	\$107.00	\$128.40
480 Pacific Avenue	Magdalena Leal-Correa	\$892.00	\$924.00
451 Pacific Avenue	Laurel Legere	\$552.00	\$662.40
455 Pacific Avenue	Daysi Mendoza	\$875.00	\$924.00
79 ½ Maple Street	Ramon Monegro	\$665.00	\$798.00
92 ½ Woodward Street	Rosemary Nwabueze	\$775.00	\$910.00
247 Pine Street	Robinson Pena	\$797.00	\$924.00
89 ½ Maple Street	Carlos & Andrea Perez	\$594.00	\$712.80
90 Woodward Street	Mercedes Riviera	\$325.00	\$390.00
257 Pine Street	Arnoldo Soto	\$780.00	\$924.00
80 Woodward Street	Gilberto Vasquez	\$240.00	\$288.00
102 ½ Woodward Street	Ramon and Milagros Vera	\$652.00	\$782.00
441 Pacific Avenue	Meberle Villiere	\$630.00	\$756.00
476 Pacific Avenue	Joyce Walker	\$732.00	\$878.40

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

City Clerk File No. Res. 09-879

Agenda No. 10.H

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER MARTIN LUTHER KING DRIVE JOINT VENTURE PARTNERSHIP, TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about February 9, 1999, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with Martin Luther King Drive Joint Venture Partnership, to construct and sell four (4) two-family dwellings for a total of eight units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with Martin Luther King Drive Joint Venture Partnership dated February 9, 1999; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Gaslich APPROVED AS TO LEGAL FORM
 APPROVED: Carl W. Bolden Corporation Counsel
 ASST. Business Administrator

Certification Required

Not Required

APPROVED 9-0
10/28/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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

Exhibit "A"
Martin Luther King Drive Joint Venture Partnership

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
20 Virginia Avenue	Lula & Gregory Cansler	\$589.00	\$706.80
16 Virginia Avenue	Iraida DeJesus-Perez	\$570.00	\$684.00
14 Virginia Avenue	Rose Lawrence	\$690.00	\$828.00
18 Virginia Avenue	Jacquelyn Nelson	\$805.00	\$924.00

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

City Clerk File No. Res. 09-880

Agenda No. 10.1

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER V GUPTA & COMPANY TO ENABLE THE OWNERS OF TWO-FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON A TENANT'S INCOME

WHEREAS, on or about June 24, 1999, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with V Gupta & Company (VGC) to construct and sell ten two-family dwellings for a total of twenty units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with VGC dated June 24, 1999; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw
8-7-09
APPROVED:

Carl Zeplich
ASST. Business Administrator

RB
APPROVED AS TO LEGAL FORM

APPROVED:

ASST. Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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

Exhibit "A"
V Gupta & Company

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
262 Randolph Avenue	Betsy Barzola	\$1,099.00	\$924.00
709 Garfield Avenue	Antonio Chevere	\$757.00	\$908.40
35 Jewett Avenue	Michael Curry	\$694.00	\$832.80
260 Randolph Avenue	Rhonda Harris	\$495.00	\$594.00
31 Jewett Avenue	Estaban Lopez	\$598.00	\$717.60
713 Garfield Avenue	Valerie Morris	\$587.00	\$704.40
264 Randolph Avenue	Lenora Obyane	\$834.00	\$924.00
137 Seaview Avenue	Raul & Bethsaida Robles	\$577.00	\$692.40
705 Garfield Avenue	Jose Santos	\$643.00	\$771.60
734 Garfield Avenue	Clara Williams	\$194.00	\$232.80

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

City Clerk File No. Res. 09-881

Agenda No. 10.J

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER WHITON STREET ASSOCIATES, L.L.C. TO ENABLE THE OWNERS OF TWO-FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON A TENANT'S INCOME

WHEREAS, on or about May 14, 1999, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with Whiton Street Associates, L.L.C. (WSA) to construct and sell ten (10) two-family dwellings for a total of twenty units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with WSA dated May 14, 1999; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl G. Zappalà APPROVED AS TO LEGAL FORM
 APPROVED: ASST. Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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

Exhibit "A"
Whiton Street Associates, LLC

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
218 Whiton Street	Miguel Bueno	\$903.00	\$924.00
220 Whiton Street	Deloris Burgess	\$777.00	\$924.00
219 Whiton Street	Deyanira De Los Santos	\$598.00	\$717.60
225 Whiton Street	Javier and Liza Gaetan	\$803.00	\$924.00
227 Whiton Street	Ronald & Lisa Gourdine	\$520.00	\$624.00
217 Whiton Street	Valender Rackley	\$690.00	\$828.00
226 Whiton Street	Edgardo Ramos	\$842.00	\$924.00
248 Pacific Avenue	Edwin Rojas	\$836.00	\$924.00
240 Whiton Street	Maynor Sanchez	\$747.00	\$896.40
236 Whiton Street	Miriam Sanchez	\$372.00	\$446.40

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

City Clerk File No. Res. 09-882

Agenda No. 10.K

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER GASPER GARCIA-ATLANTIC DEVELOPMENT TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON A TENANT'S INCOME

WHEREAS, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with Gasper Garcia-Atlantic Development to construct and sell four (4) two-family dwellings for a total of eight (8) units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with Gasper Garcia-Atlantic Development; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Gagliardi APPROVED AS TO LEGAL FORM
 APPROVED: Robert Byrne
 A.B.S.T. Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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

Exhibit "A"
Gaspar Garcia-Atlantic Development

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
211 Monticello Avenue	Emma Moran	\$850.00	\$924.00
35A Fairview Avenue	Myriam Rodriguez	\$899.00	\$924.00
213 Monticello Avenue	Pedro Resto	\$746.00	\$895.20
215 Monticello Avenue	Maria Rivera	\$448.00	\$537.60

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

City Clerk File No. Res. 09-883

Agenda No. 10.1

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO AN AFFORDABLE HOUSING AGREEMENT WITH THE DEVELOPER WILLIAM JOHNSON ENTERPRISE TO ENABLE THE OWNERS OF TWO FAMILY HOMES TO CHARGE A FIXED BASE RENT RATHER THAN A RENT BASED ON THE TENANT'S INCOME

WHEREAS, on or about August 22, 1995, the City of Jersey City (City) entered into a twenty (20) year Affordable Housing Agreement with William Johnson Enterprise, to construct and sell five (5) two-family dwellings for a total of ten (10) units of affordable housing at the addresses listed on Exhibit "A" attached hereto; and

WHEREAS, the Affordable Housing Agreement requires that the purchaser of a two-family home reside in one unit and rent the second unit to an income qualified tenant at a rental rate not to exceed more than 30% of a tenant's annual family income; and

WHEREAS, the homeowners listed on Exhibit "A" are the successors in interest to the Affordable Housing Agreement with William Johnson Enterprise dated August 22, 1995; and

WHEREAS, the current restrictions tying rents to tenant incomes result in unpredictable fluctuations in rents which could jeopardize the financial viability of the affordable housing unit; and

WHEREAS, the City desires to amend the Affordable Housing Agreement to allow homeowners to charge a fixed based rent that they will be permitted to increase annually; and

WHEREAS, to accomplish this purpose it is necessary to amend Section II(B)(1)(b) of the Affordable Housing Agreement to establish a new base rent that will allow for annual increments based on the Home Program Rent Limits published in the Federal Register.

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

1. Section II(B)(1)(b) is amended to establish the base rents listed on Exhibit "A" attached hereto and incorporated herein by reference for 2009; and
2. The homeowners shall be permitted to increase the base rents annually upon recertifying tenants.

RR/cw

APPROVED: Carl Zappalà APPROVED AS TO LEGAL FORM
 APPROVED: ASST. Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED
10/28/09

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.
Peter M. Brennan President of Council
Robert Byrne City Clerk

Exhibit "A"
William Johnson Enterprise

<u>Address</u>	<u>Owner</u>	<u>Current Monthly Tenant Rent</u>	<u>New Monthly Tenant Rent</u>
137 Arlington Avenue	Annette Carter	\$603.00	\$723.60
272A Forest Street	Jude & Constance Emelumba	\$399.00	\$478.80
413 Communipaw Avenue	Sandra Gomez & Yolanda Munoz	\$599.00	\$718.80
246 Arlington Avenue	Paulette Gordon	\$980.00	\$924.00
415 Communipaw Avenue	Bernadine Graham	\$687.00	\$824.40

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

City Clerk File No. Res. 09-884

Agenda No. 10.M

WITHDRAWN



Approved: _____

TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO & KENNY TO REPRESENT POLICE CHIEF TOM COMEY IN MATTER OF MATHAIS BOLTON V. CITY OF JERSEY CITY

WHEREAS, Mathais Bolton filed a complaint in Federal District Court of New Jersey against the City of Jersey City, Jersey City Police Chief Tom Comey, Police Officer Kevin Hill and Police Officer Victor Vargas alleging assault, false arrest and violation of his civil rights; and

WHEREAS, the Corporation Counsel has determined that it is necessary to appoint outside counsel to represent Police Chief Tom Comey in this matter; and

WHEREAS, the law firm of Florio & Kenny, LLP, 100 Hudson Street, Hoboken, New Jersey possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$75,000; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in March 2009, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Florio & Kenny, LLP submitted a Qualification Statement in response to the City's RFQ; and

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

WHEREAS, Florio & Kenny, LLP submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the law firm of Florio & Kenny 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 Florio & Kenny, LLP from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, funds are available for the cost of these services in Account No.: 10-14-298-56-000-856.

WITHDRAWN

Agenda No. Res. 09-884

Approved 10.M

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO & KENNY TO REPRESENT POLICE CHIEF TOM COMEY IN MATTER OF MATHAIS BOLTON V. CITY OF JERSEY CITY**

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

1. An agreement is awarded to Florio & Kenny to represent Chief of Police Tom Comey in the matter of Mathais Bolton v. City of Jersey City, et al., for a total amount of \$75,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. No. 10-14-298-56-000-856.

WITHDRAWN

Peter Soriero, Risk Manager

APPROVED: _____
 APPROVED: B. O'Kelly
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												10/28/09		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.			
SOTTOLANO				BRENNAN				BRENNAN						
DONNELLY				VEGA				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

AGREEMENT

This Agreement dated the _____ day of _____, 2009 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Florio & Kenny, L.L.P., of 100 Hudson Street, Hoboken, New Jersey 07030 (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained to perform legal services and represent Chief of Police Tom Comey in connection with the matter of Mathias Bolton, et al. v. City of Jersey City, et al. for the period of July 1, 2009 through June 30, 2010 .

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

D. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, **Special Counsel** shall be paid for services rendered up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

E. This agreement shall not become effective and **Special Counsel** shall provide no services under this agreement until he or she has executed the following documents:

- (1) Minority/Woman Business Enterprise Questionnaire;
- (2) Procurement and Service Contracts, Language "A";
- (3) Mandatory Business Registration.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger

services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the

appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end on .

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal

hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian O'Reilly
Business Administrator

WITNESS:

Florio & Kenny

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

City Clerk File No. Res. 09-885
 Agenda No. 10.N
 Approved: OCT 28 2009
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S)
 GRAND STREET FROM GREENE STREET TO WASHINGTON STREET
 BEGINNING 10:00 A.M. AND ENDING 8:00 P.M. ON SATURDAY, OCTOBER
 31, 2009 (RAIN DATE: SUNDAY, NOVEMBER 1, 2009) AT THE REQUEST OF
 THE HISTORIC PAULUS HOOK ASSOCIATION FOR THE PURPOSE OF A
 STREET MARKET/FUND RAISER**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Historic Paulus Hook Association to close Grand Street from Greene Street to Washington Street beginning 10:00 a.m. and ending 8:00 p.m. on Saturday, October 31, 2009 (rain date: Sunday, November 1, 2009) for the purpose of a street market/fundraiser; and

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

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

WHEREAS, the request to close Grand Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) as the application has been filed by a non-resident of the block requested to be closed; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 and 296-73 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street from Greene Street to Washington Street beginning 10:00 a.m. and ending 8:00 p.m., Saturday, October 31, 2009 (rain date: Sunday, November 1, 2009).

APPROVED: [Signature] ^{10/28/09}
 Director of Traffic & Transportation

APPROVED: [Signature] ^{10/28/09}
 Municipal Engineer

APPROVED: [Signature]
 ASST. Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

JDS:pcl
 (10.8.09)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/09											
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

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

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a municipal street(s), Grand Street from Greene Street to Washington Street beginning 10:00 a.m. and ending 8:00 p.m. on Saturday, October 31, 2009 (rain date: Sunday, November 1, 2009) at the request of The Historic Paulus Hook Association for the purpose of a street market/fund raiser

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of Grand Street from Greene Street to Washington Street beginning 10:00 a.m. and ending 8:00 p.m. on Saturday, October 31, 2009 (rain date: Sunday, November 1, 2009)

4. Reasons (need) for the proposed program, project, et
Street Market/Fund Raiser

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

10:00 a.m., Saturday, October 31, 2009

8. Anticipated completion date:

8:00 p.m., Saturday, October 31, 2009 (rain date: Sunday, November 1, 2009)

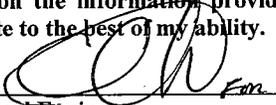
9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

10. Additional comments:

Resolution proposed at the request of Andree Bourgon on behalf of the Historic Paulus Hook Association, 100 Dudley St, #2411, JCNJ 917.388.7154

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

10/31/09

Date

Signature of Department Director

Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: GRAND ST from GREENE ST to WASHINGTON ST

PURPOSE OF EVENT: street market/fundraiser

BEGINS: 10AM ENDS: 8PM Saturday, Oct 31 (rain date Sunday, Nov 1), 2009

APPLICANT: Andree Bourgon

ORGANIZATION: Historic Paulus Hook Association

STREET ADDRESS: 100 Dudley St #2411

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 917.388.7154

BEING WAIVED: nonresident



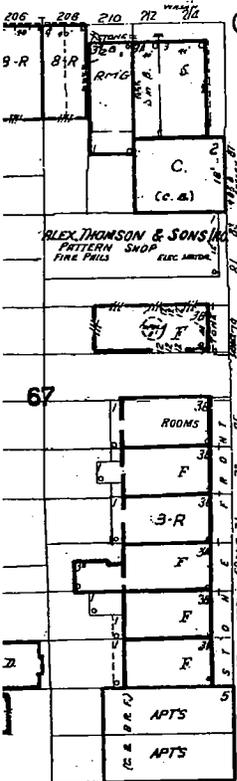
67, 68 & 69
RENEWAL SITE.

16

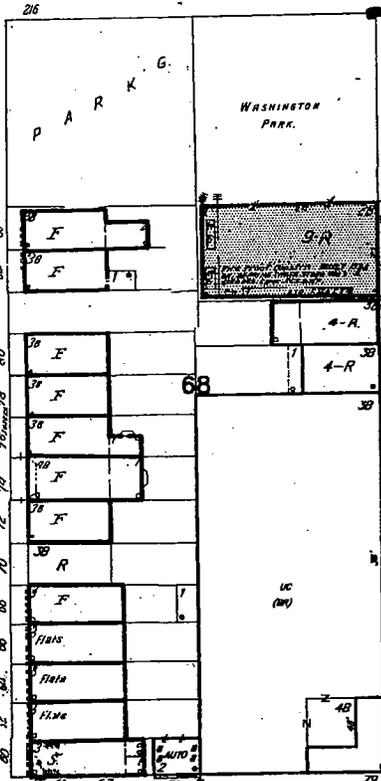
17

SHINGTON

ST.



SUSSEX ST.



ST.

ST.

GREENE

36

37

PARKING

PARKING

PARKING

GRAND - JOSEPH R DUFFY ST

YORK

TH

TH

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

City Clerk File No. Res. 09-886
 Agenda No. 10.0
 Approved: OCT 28 2009
 TITLE:



RESOLUTION AUTHORIZING A RIGHT OF ENTRY AGREEMENT WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Jersey City is the owner of a narrow strip of land, approximately 2.14 acres, in the Township of Kearny, New Jersey, which it uses for its 36" auxiliary water pipe, more specifically known as Block 287, Lot 65 (Property); and

WHEREAS, the New Jersey Department of Transportation intends to acquire the Property from the City for a roadway improvement project in the Wittpenn Bridge/Route 7 area; and

WHEREAS, the New Jersey Department of Transportation, upon purchase, will provide the City with an easement to allow its continued use of the Property for its 36" auxiliary water pipe; and

WHEREAS, the New Jersey Department of Transportation has provided the City with an appraisal in the amount of \$180,000.00, which purports to equal the value of the Property minus the value of said easement; and

WHEREAS, the City of Jersey City will have its own appraisal done prior to any negotiations taking place; and

WHEREAS, while good faith negotiations are taking place, the New Jersey Department of Transportation has requested permission from the City to enter onto the Property for the purpose of beginning work related to the aforesaid roadway improvements; and

WHEREAS, the City's water engineers will review and approve any proposed work before such work commences; and

WHEREAS, it is in the best interests of the City of Jersey City to permit the New Jersey Department of Transportation interim access to the Property subject to the terms and conditions set forth in the Right of Entry Agreement attached hereto.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to:

1. Execute a Right of Entry Agreement granting permission to the New Jersey Department of Transportation to enter onto the Property owned by the City of Jersey City for a period not to exceed six (6) months.
2. The agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate.
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

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

APPROVED AS TO LEGAL FORM

 Corporation Counsel

2009123

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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] [Signature]
 Peter M. Brennan, President of Council Robert Byrne, City Clerk

RIGHT OF ENTRY

Route: 7 Wittpenn Bridge - Section: 1, Parcel: 39
(More specifically know as Block 287, Lot 65 in
the Township of Kearny, New Jersey)

Project: 100% State

Owner: City of Jersey City

To: New Jersey Department of Transportation

In cooperation with the State, the Owner grants permission to enter upon the listed parcel(s) for the purpose of constructing roadway improvements. The Owner hereby acknowledges that it voluntarily relinquishes its known right to immediate payment on vacating of the premises with this right of entry.

It is understood that the State recognizes the cooperation of the Owner in granting this voluntary permission of entry, and it is further understood that the State will proceed promptly with negotiations, so that a settlement based on a fair market value and just price can be reached, or in the event a settlement is not reached, to promptly institute Eminent Domain proceedings, so that a fair and just reward can be rendered by a neutral commission as soon as possible.

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the availability of funds, the Department of Transportation will be responsible for personal injuries and property damage caused by the negligent acts of the Department, its employees and officials which occur on the property identified in this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

The Owner shall not be relieved of any legal obligations resulting from the presence of contamination on the property, as of the date of closing or the date of vacation of the property by all occupants, whichever is later.

The Jersey City Water Engineer must be notified at least five (5) working days prior to the commencement of any work on the property. All plans and specifications must be approved by the Jersey City Water Engineer. Any changes in the plans and specifications for work to be done must be approved by the Jersey City Water Engineer.

The State shall have the right of ingress and egress to the property and the passage of persons or vehicles in connection with such construction; provided, however, that the entering upon or crossing of the property with heavy equipment is not permitted unless written permission is obtained from the Jersey City Water Engineer.

Owner or Agent _____

Witness _____

Date _____

Robert M. Cunningham
Manager Technical Support

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

City Clerk File No. Res. 09-887

Agenda No. 10.P

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 2006A, LOT 2 ALSO KNOWN AS 824 GARFIELD AVENUE

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (City) owns real property known as Block 1006.A, Lot 2, also known as 824 Garfield Avenue (Property); and

WHEREAS, PPG Industries, Inc., a Pennsylvania Corporation (PPG), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272, entered into an Administrative Consent Order (ACO) on July 19, 1990 with the New Jersey Department of Environmental Protection (DEP), and a Partial Consent Judgment effective June 26, 2009 pursuant to which PPG would be required to perform certain testing, soil borings, groundwater testing and monitoring and remedial work on and in the Property; and

WHEREAS, PPG requests the City's permission to enter the Property for the purpose of performing environmental testing and performing environmental remediation work; and

WHEREAS, PPG needs access to the Property to comply with the DEP's ACO and the Partial Consent Judgment which establishes a five year schedule for remediation; and

WHEREAS, PPG desires to enter into a license agreement with the City for a term of five years effective as the date the license agreement is executed by City officials; and

WHEREAS, PPG agrees to execute the license agreement attached hereto to.

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

1. PPG, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto;
2. subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and

Agenda No. 10.P

Approved OCT 28 2009

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 2006A, LOT 2 ALSO KNOWN AS 824 GARFIELD AVENUE

- 3. the term of the license agreement shall be five years effective as of the date that the License Agreement is executed by City officials.

RR
10-16-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Corporation Counsel

09119

Certification Required

Not Required

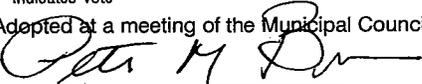
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of October, 2009 (hereinafter referred to as the "Agreement") between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and PPG Industries Inc., a Pennsylvania corporation (hereinafter referred to as "Licensee" or "PPG"), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272. Licensor is the owner of property identified on City tax map as Block 2006.A, Lot 2, and more commonly known as 824 Garfield Avenue, Jersey City (hereinafter referred to as the "Premises").

PPG entered into (i) an Administrative Consent Order on July 19, 1990 with the New Jersey Department of Environmental Protection ("DEP"), and (ii) a Partial Consent Judgment Concerning PPG Sites, effective as of June 26, 2009, with the DEP, the Administrator of the New Jersey Spill Compensation Fund (the "Administrator"), Licensor, and the City, pursuant to which PPG may have to perform certain activities on and in the Premises.

By this Agreement the City grants permission to the Licensee to enter onto the Premises for the purpose of performing an environmental investigation of the soil and performing environmental remediation work if the Premises are contaminated by hexavalent chromium. Licensee, and/or its employees, contractors or agents, are permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

The term of this Agreement is for a period of five (5) years effective as of the date this Agreement is executed by City officials.

1. The Licensee and its respective agents, employees or independent contractors shall be permitted to enter on, occupy, and use the Premises (including, without limitation, the interior of any structure thereon) for the purpose of performing any and all environmental testing and, if required, remediation. Licensor shall take whatever steps are necessary to make the site accessible to PPG and its agents, employees or independent contractors.

The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

2. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.
3. Any damage to property owned by or under the jurisdiction of the City resulting from the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
4. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify

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

5. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
6. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
7. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
8. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
9. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
10. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.
11. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the Premises shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.
12. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City which are applicable to the intended use of the Premises by the Licensee.
13. All equipment installed or used by the Licensee in connection with its use of the Premises

that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of this Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

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

Licensor: Ann Marie Miller, Manager
 Office of Real Estate
 City Hall
 280 Grove Street
 Jersey City, N.J. 07302
 Telephone No. (201) 547-5234

Licensee: Brian McGuire
 Manager, Environmental Projects
 PPG Industries, Inc.
 P.O. Box 2009
 4325 Rosanna Drive
 Allison Park, Pennsylvania 15101-2009

with copies to:

Joseph F. Lagrotteria, Esq.
LeClairRyan
2 Penn Plaza East
Newark, New Jersey 07105

16. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the Premises for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.
17. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of this Agreement.
18. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

- 19. This Agreement shall terminate five years after its effective date.
- 20. Licensor shall not, without prior written notice to PPG and DEP, undertake any activities at or on the Premises that could disturb soil or groundwater.
- 21. All validated sampling data will be supplied to Licensor by PPG. Notwithstanding anything else to the contrary contained in this Agreement, and for the avoidance of doubt, PPG shall not be obligated to provide any report, data or other information to Licensor unless and until it has been validated.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this ___ day of October, 2009

PPG INDUSTRIES, INC.
(Licensee)

CITY OF JERSEY CITY

By: _____
Name:
Title:

By: _____
Name:
Title:

Attest: _____

Attest: _____

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

City Clerk File No. Res. 09-888

Agenda No. 10.0

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS 880 GARFIELD AVENUE, 884 GARFIELD AVENUE, 70 CARTERET STREET, AND 2 DAKOTA STREET

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (City) owns real property known as Block 2026.1, Lot 2.A a/k/a as 880 Garfield Avenue; Block 2026.1; Lot 4.A a/k/a 884 Garfield Avenue; Block 2026.1, Lot 3.B a/k/a 70 Carteret Street; Block 2026.A, Lot 3.A a/k/a 2 Dakota Street (Properties); and

WHEREAS, PPG Industries, Inc., a Pennsylvania Corporation (PPG), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272, entered into an Administrative Consent Order (ACO) on July 19, 1990 with the New Jersey Department of Environmental Protection (DEP), and a Partial Consent Judgment effective June 26, 2009 pursuant to which PPG would be required to perform certain testing, soil borings, groundwater testing and monitoring and remedial work on and in the Property; and

WHEREAS, PPG requests the City's permission to enter the Properties for the purpose of performing environmental testing and performing environmental remediation work; and

WHEREAS, PPG needs access to the Properties to comply with the DEP's ACO and the Partial Consent Judgment which establishes a five year schedule for remediation; and

WHEREAS, PPG desires to enter into a license agreement with the City for a term of five years effective as the date the license agreement is executed by City officials; and

WHEREAS, PPG agrees to execute the license agreement attached hereto to.

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

1. PPG, its contractors, and agents are authorized to enter onto the Properties for the purpose of performing the activities described in the license agreement attached hereto;
2. subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS 880 GARFIELD AVENUE, 884 GARFIELD AVENUE, 70 CARTERET STREET, AND 2 DAKOTA STREET

- 3. the term of the license agreement shall be five years effective as of the date that the license agreement is executed by City officials.

RR
10-16-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
ASST. Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

LICENSE AGREEMENT

THIS AGREEMENT made this ___ day of September, 2009 (hereinafter referred to as the "Agreement") between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and PPG Industries Inc., a Pennsylvania corporation (hereinafter referred to as "Licensee" or "PPG"), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272. Licensor is the owner of property identified on the City tax map as (i) Block 2026.1 Lots 2.A, 3.B and 4.A (commonly known, respectively, as 880 Garfield Avenue, Jersey City, New Jersey; 70 Carteret Avenue, Jersey City, New Jersey; and 884 Garfield Avenue, Jersey City, New Jersey) and (ii) Block 2026.A, Lot 3.A (commonly known as 2 Dakota Street, Jersey City, New Jersey) (hereinafter referred to as the "Premises").

PPG entered into (i) an Administrative Consent Order ("ACO") on July 19, 1990 with the New Jersey Department of Environmental Protection ("DEP") and (ii) a Partial Consent Judgment Concerning the PPG Sites, effective as of June 26, 2009, with the DEP, the Administrator of the New Jersey Spill Compensation Fund (the "Administrator"), and the City ("Partial Consent Judgment"), pursuant to which PPG may have to perform certain activities on and in the Premises.

By this Agreement the City grants permission to the Licensee to enter onto the Premises for the purpose of performing an environmental investigation of the soil and performing environmental remediation work if the Premises are contaminated by hexavalent chromium. Licensee, and/or its employees, contractors or agents, are permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

The term of this Agreement is for a period of five (5) years, effective as of the date this Agreement is executed by City officials.

1. The Licensee and its agents, employees, or independent contractors shall be permitted to enter on, occupy, and use the Premises (including, without limitation, the interior of any structure thereon) for the purpose of performing any and all environmental testing and, if required, remediation. Licensor shall take whatever steps are necessary to make the site accessible to PPG and its agents, employees, or independent contractors.

The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

2. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.
3. Any damage to property owned by or under the jurisdiction of the City resulting from the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

4. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
5. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
6. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
7. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
8. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
9. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
10. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.
11. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the Premises shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.
12. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances

and regulations of the City which are applicable to the intended use of the Premises by the Licensee.

13. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of this Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.
14. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of this Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
15. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:

Ann Marie Miller,
Manager Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee:

Brian McGuire
Manager, Environmental Projects
PPG Industries, Inc.
P.O. Box 2009
4325 Rosanna Drive
Allison Park, Pennsylvania 15101-2009

with copies to:

Joseph F. Lagrotteria, Esq.
LeClairRyan
2 Penn Plaza East
Newark, New Jersey 07105

16. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not

assign this Agreement, or any part thereof, or occupy the Premises for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

17. All of the terms and conditions herein shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of this Agreement.
18. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.
19. This Agreement shall terminate five years after its effective date.
20. Licensor shall not, without prior written notice to PPG and DEP, undertake any activities at or on the Premises that could disturb soil or groundwater.
21. All validated sampling data will be supplied to Licensor by PPG. Notwithstanding anything else to the contrary contained in this Agreement, and for the avoidance of doubt, PPG shall not be obligated to provide any report, data or other information to Licensor unless and until it has been validated.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of September, 2009

PPG INDUSTRIES, INC.
(Licensee)

CITY OF JERSEY CITY

By: _____

By: _____

Attest: _____

Attest: _____

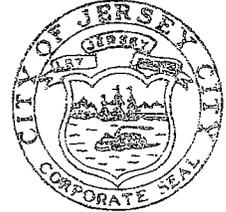
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.09-889

Agenda No. 10.R

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RMD INSTRUMENTS, LLC FOR FURNISHING AND DELIVERING LEAD IDENTIFICATION & TEST EQUIPMENT TO THE DEPARTMENT OF HEALTH & HUMAN SERVICES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Lead Identification & Test Equipment** for the Department of Health & Human Services; 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, **RMD Instruments, LLC 44 Hunt Street, Watertown, Ma. 02472** being in possession of State Contract A74553, will Furnish and Deliver **Lead Identification & Test Equipment** to the Department of Health & Human Services in the total amount of **Nineteen Thousand. Four Hundred Ninety (\$19,490.00) Dollars**; 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.

Health & Human Services

Acct. No. 02-213-40-963-402

P.O. No. 98218

Amount \$ 19,490.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **RMD Instruments, LLC**, 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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RMD INSTRUMENTS LLC, FOR FURNISHING AND DELIVERING LEAD IDENTIFICATION & TEST EQUIPMENT TO THE DEPARTMENT OF HEALTH & HUMAN SERVICES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

g.A.
10/29/09
A24557

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. 02-213-40-963-402

Health & Human Services

Acct. No. 02-213-40-963-402 P.O. No. 98218 Amount \$ 19,490.00

Peter Polgado, Acting Purchasing Director

APPROVED: [Signature]
APPROVED: Assy. Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								10/28/09			
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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RMD INSTRUMENTS CORP
Trade Name:
Address: 44 HUNT ST
WATERTOWN, MA 02472-4699
Certificate Number: 1459533
Effective Date: January 12, 2009
Date of Issuance: January 22, 2009

For Office Use Only:

20090122145532135

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) RMD Instruments Corp.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 44 Hunt Street	Requester's name and address (optional)
City, state, and ZIP code Watertown, MA 02472	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
26	2897356

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Maurice C. Ceredup* Date ▶ *10/19/09*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 *RMD Instruments Corp.* 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 *October 5, 2009* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City* 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	
Friends of Nidia R. Lopez	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
Dynasil Corporation of America	Parent Company 385 Cooper Road West Berlin, NJ 08091
Craig Dunham	15 Heather Road Mantua, NJ 08051
Gerald Entine	100 Belvedere Street Unit 10B Boston, MA

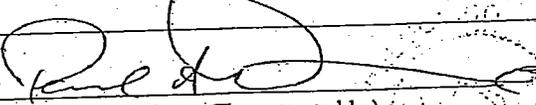
Part 3 – Signature and Attestation:

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: RMD Instruments Corp.
 Signature of Affiant: Mark F. Caldwell Title: General Manager
 Printed Name of Affiant: Mark F. Caldwell Date: 10/19/09

Subscribed and sworn before me this 19th day of October, 2009.

My Commission expires: 7-11-14


 (Witnessed or attested by)
Paul A. DeLorenzo
 (Seal)

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) I am certifying on behalf of the above-named business entity only.
- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name Mark Caldwell Print Name Mark Caldwell
Phone Number (617) 668-6904 Date Jul 9, 2009
Title/Position General Manager

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

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

City Clerk File No. Res. 09-890

Agenda No. 10.5

Approved: OCT 28 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the Hudson County Department of Health and Human Services, has awarded the City of Jersey City (City) a grant in the amount of \$241,739.00, for the period of January 1, 2010 thru December 31, 2010 to provide educational and preventative substance programs; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the City will provide monetary matching funds in the amount of \$60,435 and in-kind support will be provided by Municipal Alliance Sub-Grantees in the amount of \$181,304; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

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 accept the grant award for the City of Jersey City Municipal Drug Alliance grant for calendar year 2010 in the amount of \$241,739.
2. The City will provide monetary match funds in the amount of \$60,435.
3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

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											
10/28/09											
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. 09-891

Agenda No. 10.T

Approved: OCT 28 2009

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF A
GRANT AWARD WITH THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH
AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES SENIOR
CITIZEN FARMER'S MARKET PROJECT GRANT**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Affairs (City) is desirous of entering into contract with the State of New Jersey Department of Health and Senior Services, Division of Family Health Services Senior Citizen Farmer's Market Project (State) to implement and expand health service programs for senior citizens; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to provide additional programs in our community; and

WHEREAS, State has awarded the City a grant in the amount of \$3,000 for the period of May 1, 2009 thru November 30, 2009; and

WHEREAS, the City will set-up an account for the grant funds.

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 submit an application and accept the grant award for the State Senior Citizen Farmer's Market Project Grant for the period of May 1, 2009 thru November 30, 2009 in the amount of \$3,000.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Senior Citizen Farmer's Market Project Grant, including the administrative compliance and audit.

APPROVED: [Signature]
 APPROVED: [Signature]
 ASST. Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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. 09-892

Agenda No. 10.U

Approved: OCT 28 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE JERSEY CITY PLANNING BOARD TO REVIEW A RESOLUTION OF THE MUNICIPAL COUNCIL DESIGNATING BLOCK 792, LOT 242 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 seeks a review by, and recommendation of, the Jersey City Planning Board, with regard to a proposed resolution of the Municipal Council determining that the delineated area, known as Block 792, Lot 242 is an area in need of rehabilitation; and

WHEREAS, a copy of the proposed resolution of the Municipal Council of the City of Jersey City is attached hereto for transmittal to the Jersey City Planning Board;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the proposed resolution entitled "Resolution of the Municipal Council of the City of Jersey City Designating Block 792, Lot 242 as an Area in Need of Rehabilitation" be, and hereby is submitted to the Jersey City Planning Board for its review and recommendations, including any modifications which may be recommended.

Robert D. Cotter

Robert D. Cotter, PP, AICP
Planning Director

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
ASST. Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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 MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY DESIGNATING BLOCK 792, LOT 242 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 "The Greater Journal Square Study Area" 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

RESOLUTION FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE JERSEY CITY PLANNING BOARD TO REVIEW A RESOLUTION OF THE MUNICIPAL COUNCIL DESIGNATING BLOCK 792, LOT 242 AS AN AREA IN NEED OF REHABILITATION

2. Name and Title of Person Initiating the Resolution:

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

This Resolution directs the Planning Board to review a proposed resolution of the Municipal Council which determines that Block 792, Lot 242 is an "area in need of rehabilitation."

4. Reasons for the Proposed Plan:

The procedure required for the Council to make a determination that Block 792, Lot 242 is an "area in need of rehabilitation" requires review of the proposed resolution by the Planning Board.

5. Anticipated Benefits to the Community:

A determination that the area is in need of rehabilitation will allow the city to adopt a redevelopment plan that will help foster redevelopment and renewal.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

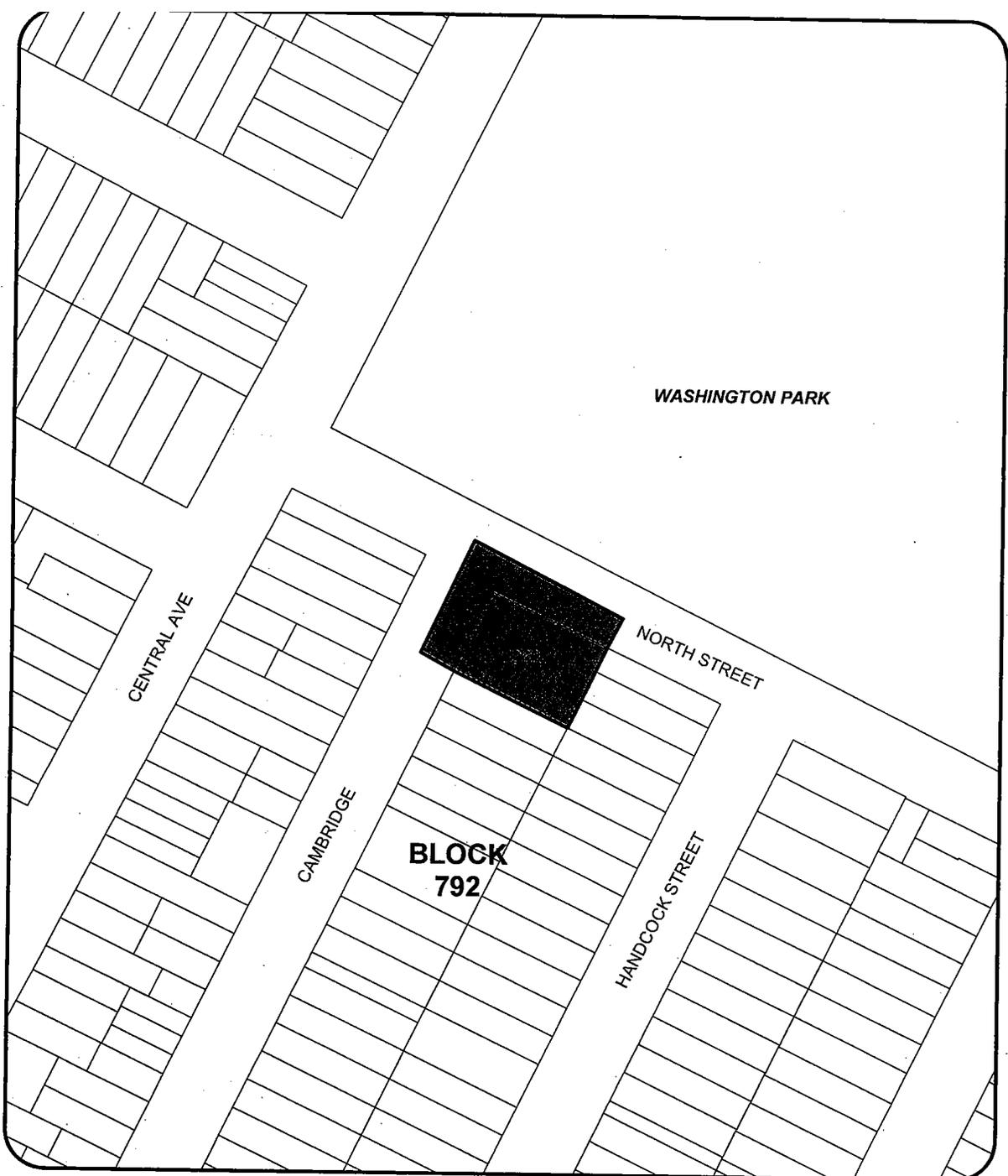
I Certify that all the Facts Presented Herein are Accurate.


Division Director

OCT 21, 2009
Date

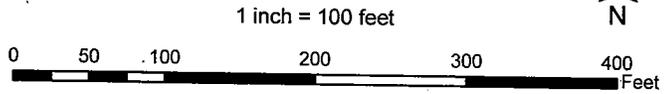

Deputy Department Director Signature

OCTOBER 21, 2009
Date



Block 792, Lot 242 Study Area Boundary Map

October 21, 2009



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

City Clerk File No. _____ Res. 09-893

Agenda No. _____ 10.V

Approved: _____ OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

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

WHEREAS, each year a Unified Planning Work Program including the Jersey City Subregional Transportation Planning (STP) Program is developed by the North Jersey Transportation Planning Authority (NJTPA), and

WHEREAS, the Jersey City Division of City Planning is the designated Subregional Transportation Planning agency for the City of Jersey City; and

WHEREAS, the NJTPA has approved \$71,976.25 for implementation of Fiscal Year 2010 STP Program; and

WHEREAS, of the funding available as of July 1, 2009, the Federal Highway Authority (FHWA) contributes \$43,185.75, the Federal Transit Administration (FTA) contributes \$14,395.25 and the local match is \$14,395.25;

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

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and
2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

APPROVED: Carl Gagliardi

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

APPROVED: [Signature]
ASST. Business Administrator

Certification Required
Not Required

APPROVED 9-0
10/28/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

2. Name and Title of Person Initiating the Resolution, etc.:

Naomi Hsu, Senior Planner Transportation, Division of City Planning

3. Concise Description of the Plan Proposed in the Resolution:

Accepts grant funds from NJTPA to pay for transportation planning efforts.

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

Jersey City is required to produce transportation plans to qualify for financial assistance for transportation improvements. The state and federal governments contribute 80% of the funds for this planning effort. Jersey City contributes the other 20%, which is considered met by the "fringe" benefits cost of the employee and City staff time.

5. Anticipated Benefits to the Community:

Transportation improvements are needed throughout the city. The transportation planner coordinates the transportation planning efforts of the city, manages transportation studies, and serves as the liaison with the NJTPA.

6. Cost of Proposed Plan, etc.:

\$14,395.25. This amount is the "local match" which is satisfied by the fringe benefit package and City staff time

7. Date Proposed Plan will commence:

July 1, 2009

8. Anticipated Completion Date:

June 30, 2010

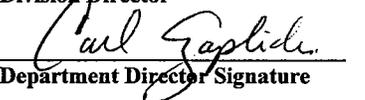
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, Division of City Planning 547-5010
Naomi Hsu, Senior Planner Transportation, Division of City Planning 547-5010

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director


Department Director Signature

Oct 19, 2009
Date
10/20/09
Date

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

City Clerk File No. Res. 09-894

Agenda No. 10.W

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR A NJDEP GRANT FOR THE PURPOSES OF CONDUCTING A PLANNING STUDY FOR A HISTORIC TROLLEY SYSTEM WITHIN LIBERTY STATE PARK

WHEREAS, the City of Jersey City in conjunction with the County of Hudson and in cooperation with the Liberty Historic Railway Association desires to apply for and obtain a grant from the NJ Department of Environmental Protection to conduct a study for a historic trolley system within Liberty State Park; and

WHEREAS, the City of Jersey City desires to improve circulation and transportation options within and immediately adjacent to Liberty State Park; and

WHEREAS, the City of Jersey City has been working with Liberty State Park officials and other park stakeholders to investigate a historic trolley within the park; and

WHEREAS, the provision of a historic trolley system would require significant study and planning in order to obtain permits, agency approvals and capital financing; and

WHEREAS, the New Jersey Department of Environmental Protection's Local Government Greenhouse Gas Reduction Grant Program may provide funds for conducting such studies and planning; and

WHEREAS, the application for said grant requires that an eligible local government agency authorizes the filing of the application and identify the individual authorized to execute a funding agreement;

THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City authorizes the filing of an application for a grant from the New Jersey Department of Environmental Protection, Local Government Greenhouse Gas Reduction Grant Program for the purposes of planning and studies related to a historic trolley system in Liberty State Park, and

BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City authorizes the Mayor and/or the Business Administrator to execute any funding agreement relating to this grant application with the New Jersey Department of Environmental Protection.

APPROVED: Paul Gagliardi
 APPROVED: ASST. Business Administrator

APPROVED AS TO LEGAL FORM
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR A NJDEP GRANT FOR THE PURPOSES OF CONDUCTING A PLANNING STUDY FOR AN HISTORIC TROLLEY SYSTEM WITHIN LIBERTY STATE PARK

2. Name and Title of Person Initiating the Resolution, etc.:

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

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

This is a grant which will provides funds to conduct a study for a historic trolley system within Liberty State Park

4. Reasons for the Proposed Program, Project, etc.:

The City desires to improve circulation and transportation options within Liberty State Park.

5. Anticipated Benefits to the Community:

Improved circulation within Liberty State Park is a continuation towards the completion of the largest open space in Jersey City. The benefits will include: the creation of attractive historic tourist amenities, improved car-free access to Liberty State Park, the Statue of Liberty and Ellis Island, and provide a sustainable mode of transportation to all the park visitors locally as well as regionally. Improved car-free access to the Park will lessen automobile traffic on all roads leading to the park, especially on those days of special events such as the Fourth of July.

6. Cost of Proposed Program, Project, etc.:

Cost: \$0.00

7. Date Proposed Program or Project will commence:

Upon Adoption.

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

OCT 19, 2009
Date

Carl Gzaplicki
Department Director Signature

10/20/09
Date

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

City Clerk File No. Res. 09-895

Agenda No. 10.X

Approved: OCT 28 2009

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF
HIGHWAY TRAFFIC SAFETY FOR
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2010)**

COUNCIL
of the following resolution.

Offered and moved adoption

WHEREAS, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department \$35,800.00 in overtime reimbursement grant funding to be utilized during the time period from October 1, 2009 until September 30, 2010; and

WHEREAS, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

WHEREAS, the Jersey City Police Department would like to accept the \$35,800.00 in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

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

1. The City of Jersey City authorizes to accept the award of \$35, 800.00 from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase radar equipment.
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: Samuel Jefferson
 APPROVED: ASST. Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

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 ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR

THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2010)

2. Name and Title of Person Initiating Ordinance/Resolution: Samuel Jefferson, Director of Police

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

The New Jersey Division of Highway Traffic Safety awarded Jersey City Police Department \$35,800 in grants funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*.

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

To continue our participation with the State of New Jersey's Department of Law and Public Safety, Division of Highway Traffic Safety in efforts to increase pedestrian safety, decrease aggressive driving, and deter driving while intoxicated in Jersey City.

5. Anticipated Benefits to the Community:

Increase public safety for motorists and pedestrians while commuting, driving, and walking in Jersey City.

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.):

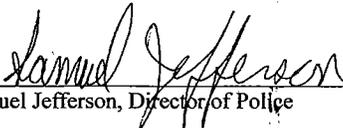
The total award for this program is \$35,800.00.

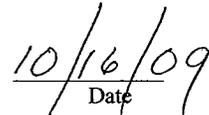
7. Date Proposed Program or Project will Commence: October 1, 2009

8. Anticipated Completion Date: September 30, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

Sgt. Jaclyn Marcazo, Grants Unit


Samuel Jefferson, Director of Police


Date

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

City Clerk File No. Res.09-896

Agenda No. 10.Y

Approved: OCT 28 2009

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY ALLOCATING FIVE MILLION DOLLARS (\$5,000,000) OF ITS RECOVERY ZONE FACILITY BOND ALLOCATION, WHICH WAS ALLOCATED TO THE CITY OF JERSEY CITY BY IRS NOTICE 2009-50 PURSUANT TO SECTION 1400U OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, TO THE HUDSON COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSES OF ISSUING RECOVERY ZONE FACILITY BONDS TO ASSIST DEPOSITORY TRUST AND CLEARING CORPORATION IN FINANCING CERTAIN RELOCATION COSTS



WHEREAS, on October __, 2009, the Office of the Mayor, City of Jersey City, New Jersey ("City Administration"), the Office of the County Executive, Hudson County, New Jersey ("County Administration") and the Depository Trust and Clearing Corporation ("DTCC") entered into a Memorandum of Understanding (the "MOU") relating to the relocation by DTCC of 1,600 of its employees to a property located at the Newport Office Centre VI, 570 Washington Blvd., Jersey City, New Jersey (the "Property") and setting forth the nature and scope of the incentives to be provided by the City Administration, the City of Jersey City, the County Administration and the County of Hudson to assist DTC in such relocation, which MOU was acknowledged by resolution of the Municipal Council of the City of Jersey City (the "City"); and

WHEREAS, one of the incentives to be provided by the City and the County pursuant to the MOU is the allocation of a portion of each of the City's and the County's Recovery Zone Facility Bond Allocation under Section 1400U-1 of the Internal Revenue Code of 1986, as amended (the "Code") to The Hudson County Improvement Authority (the "HCIA") in order for the HCIA to issue one or more series of its Recovery Zone Facility Bonds, the proceeds of which would be used to finance, among other things, capital improvements to the Property necessary for DTCC to relocate its employees to and undertake its operations at the Property; and

WHEREAS, the Property is located in the City's "Recovery Zone" pursuant to Sections 1400U-1, 1400U-2 and 1400U-3 of the Code.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

1. The City hereby allocates to the HCIA Five Million Dollars (\$5,000,000) of its Recovery Zone Facility Bond Allocation, which was allocated to the City by IRS Notice 2009-50 under Section 1400U-1 of the Code for the purpose of the issuance by the HCIA of one or more series of its Recovery Zone Facility Bonds, the proceeds of which shall be used to finance, among other things, capital improvements to the Property necessary for DTCC to relocate its employees to and undertake its operations at the Property.

City Clerk File No. 10.Y

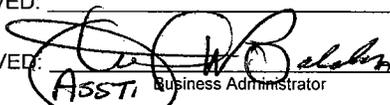
Agenda No. OCT 28 2009

TITLE:

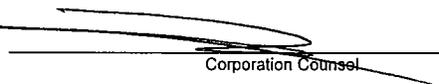
- 2. The City authorizes the Mayor, Business Administrator, Chief Financial Officer and such other representatives of the City as are necessary or required to execute such other documents, agreements or certificates and to take such other action as is necessary on behalf of the City to effectuate the provisions of this resolution.
- 3. This resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

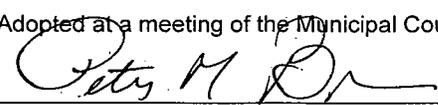
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-897
Agenda No. 10.7
Approved: OCT 28 2009
TITLE:



A RESOLUTION ENDORSING A ONE MILLION DOLLAR RELOCATION GRANT FROM URBAN ENTERPRISE FUNDS TO DEPOSITORY TRUST AND CLEARING CORPORATION (DTCC)

WHEREAS, The City of Jersey City has entered into a memorandum of understanding with DTCC for its relocation to 570 Washington Boulevard located within Jersey City's Urban Enterprise Zone; and

WHEREAS; DTCC will have expenditures of forty - five million (\$45,000,000.00) dollars to retrofit and equip the location and employ 1600 at an average salary of one hundred and thirty thousand dollars (\$130,000.00); and

WHEREAS; A Fiscal Impact Study of DTCC's relocation was completed and is attached; and

WHEREAS, the administration is seeking endorsement of the municipal council for a one million dollar (\$1,000,000.00) Relocation Grant to offset a partial cost DTCC's cost of relocation to the City ; and

WHEREAS, the Urban Enterprise Zone shall make application to the Urban Enterprise Zone Authority in 2012 for said funds to be paid in annual Two Hundred Fifty Thousand Dollars (\$250,000.00) installments over a four year period with first installment to be funded upon issuance of a Temporary Certificate of Occupancy for a majority of the Premises, which the parties estimate to be on or about January 2, 2013; and

WHEREAS, DTCC acknowledges that said Grant is subject to approval by the City Council and the Urban Enterprise Zone Authority of the State of New Jersey (UEZA) and agrees to submit any documentation reasonably required in order for such grant to be approved; and

WHEREAS, the City administration agrees to include or cause to be included in the conditions of the Grant, to be set forth in a Grant Agreement that:

1. There shall be no reduction in the amount of a grant installment payment unless the number of Jersey City based DTCC employees shall have fallen to less than 1000, in which event the amount of that annual Grant installment payment shall be reduced by a percentage amount equal to 100 minus 100 times the quotient of the number of Jersey City based DTCC employees divided by 1000; provided, however, that in the event that the number of employees has been increased to or above 1000 in any subsequent year, there shall be no reduction in the Grant installment payment payable in such year.

2. The Chief Financial Officer or other appropriate officer of DTCC with knowledge of human resources and payroll information shall provide the City with an annual certification thirty (30) days prior to the annual Grant installment payment date that certifies the number of Jersey City based DTCC employees and the amount of the Grant installment payment due, calculated pursuant to the formula set forth in subparagraph (i) above (Certification).

3. The second, third and fourth annual Grant payment installments shall be disbursed automatically on the schedule set forth above provided that the Certification is timely delivered.

City Clerk File No. 10.Z

Agenda No. OCT 28 2009

TITLE:

A RESOLUTION ENDORSING A ONE MILLION DOLLAR RELOCATION GRANT FROM URBAN ENTERPRISE FUNDS TO DEPOSITORY TRUST AND CLEARING CORPORATION (DTCC)

4. Following payment of the fourth and final installment of the Grant, DTCC shall have no obligation to maintain a minimum number of Jersey City based DTCC employees.

5. DTCC further acknowledges and agrees that, upon becoming eligible to become a qualified business in the City's UEZ, it will make the necessary application therefore and, following approval thereof, will maintain itself as a qualified business for the term of the Grant. The City acknowledges that, given the nature of DTCC's business and notwithstanding good faith efforts that may be made by DTCC, DTCC may require the UEZA, pursuant to its discretion under N.J.A.C. 12A:120-1.8, to modify the twenty-five (25) percent employee hiring requirement so as to require a lesser percentage of full-time employees, newly hired by the Company during the applicable period, to meet one or more of the criteria set forth in N.J.S.A. 52:27H-62c (10; (2), (3) as amended by L.1988, C93, S1 (the "criteria"). As such, the City agrees to recommend to the UEZA that, in consideration for a one-time contribution to the UEZA by DTCC for the funding of programs in a manner consistent with N.J.A.C. 12A:120-1.6 in the amount of \$1,000 per employee below the required number of employees needed to meet the threshold, the UEZA shall approve a waiver as is necessary to allow DTCC to remain in full compliance under the program.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City endorses a One Million Dollar Relocation Grant from Urban Enterprise Funds To Depository Trust And Clearing Corporation.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Neil

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk.

Table 2. Income before taxes: Average annual expenditures and characteristics, Consumer Expenditure Survey, 2007

Item	Number of consumer units (in thousands)									
	All consumer units	Less than \$5,000	\$5,000 to \$9,999	\$10,000 to \$14,999	\$15,000 to \$19,999	\$20,000 to \$29,999	\$30,000 to \$39,999	\$40,000 to \$49,999	\$50,000 to \$69,999	\$70,000 and more
Income before taxes	\$63,091	-\$1,053	\$8,079	\$12,676	\$17,307	\$24,893	\$34,751	\$44,555	\$59,527	\$130,455
Income after taxes	\$60,858	-\$1,295	\$8,128	\$12,762	\$17,327	\$24,709	\$34,325	\$43,628	\$57,835	\$124,613
Age of reference person	48.8	42.8	49.7	56.9	54.5	52.3	48.6	46.8	46.8	47.0
Average number in consumer unit:										
Persons	2.5	1.6	1.5	1.7	1.9	2.2	2.3	2.4	2.7	3.1
Children under 18	0.6	0.3	0.3	0.4	0.4	0.5	0.6	0.6	0.7	0.8
Persons 65 and over	0.3	0.2	0.3	0.5	0.5	0.5	0.4	0.3	0.2	0.2
Earners	1.3	0.5	0.5	0.5	0.7	0.9	1.1	1.3	1.6	2.0
Vehicles	1.9	0.8	0.8	1.0	1.2	1.5	1.6	1.9	2.3	2.7
Percent distribution:										
Sex of reference person:										
Male	47	44	34	34	39	41	43	50	50	54
Female	53	56	66	66	61	59	57	50	50	46
Housing tenure:										
Homeowner	67	32	31	45	50	55	59	64	74	89
With mortgage	43	15	9	11	15	23	32	40	54	72
Without mortgage	23	17	23	33	34	31	27	24	20	17
Renter	33	68	69	55	50	45	41	36	26	11
Race of reference person:										
Black or African-American	12	19	20	16	15	15	15	14	10	7
White, Asian, and all other races	88	81	80	84	85	85	85	86	90	93
Hispanic or Latino origin of reference person:										
Hispanic or Latino	12	10	13	13	15	16	14	14	12	8
Not Hispanic or Latino	88	90	87	87	85	84	86	86	88	92
Education of reference person:										

Elementary (1-8)	5	9	13	11	9	8	6	5	3	1
High school (9-12)	35	39	46	50	50	47	42	36	33	20
College	60	51	39	39	41	44	51	59	64	79
Never attended and other	a/	1	2	1	a/	a/	a/	a/	a/	a/
At least one vehicle owned or leased	88	53	55	69	77	88	91	93	96	97
Average annual expenditures	\$49,638	\$19,697	\$16,623	\$20,611	\$24,106	\$29,704	\$34,739	\$41,083	\$50,428	\$84,072
Food	\$6,133	\$2,985	\$2,493	\$3,182	\$3,220	\$4,071	\$4,645	\$5,689	\$6,371	\$9,464
Food at home	\$3,465	\$1,766	\$1,765	\$2,106	\$2,149	\$2,648	\$2,913	\$3,368	\$3,630	\$4,853
Cereals and bakery products	\$460	\$232	\$236	\$285	\$293	\$347	\$384	\$440	\$495	\$638
Cereals and cereal products	\$143	\$81	\$79	\$93	\$97	\$119	\$121	\$137	\$149	\$192
Bakery products	\$317	\$151	\$157	\$192	\$196	\$229	\$263	\$303	\$346	\$446
Meats, poultry, fish, and eggs	\$777	\$406	\$411	\$525	\$479	\$647	\$664	\$777	\$822	\$1,038
Beef	\$216	\$105	\$98	\$170	\$124	\$177	\$189	\$217	\$233	\$287
Pork	\$150	\$83	\$83	\$92	\$106	\$138	\$131	\$156	\$171	\$183
Other meats	\$104	\$64	\$54	\$64	\$71	\$79	\$93	\$98	\$113	\$141
Poultry	\$142	\$69	\$83	\$94	\$80	\$118	\$126	\$136	\$138	\$197
Fish and seafood	\$122	\$55	\$67	\$70	\$65	\$96	\$85	\$127	\$124	\$178
Eggs	\$43	\$30	\$27	\$34	\$34	\$39	\$41	\$42	\$43	\$52
Dairy products	\$387	\$197	\$175	\$234	\$239	\$288	\$326	\$370	\$412	\$548
Fresh milk and cream	\$154	\$91	\$80	\$108	\$100	\$124	\$140	\$151	\$159	\$204
Other dairy products	\$234	\$106	\$95	\$127	\$139	\$164	\$186	\$219	\$253	\$344
Fruits and vegetables	\$600	\$313	\$319	\$364	\$360	\$454	\$504	\$580	\$615	\$850
Fresh fruits	\$202	\$93	\$110	\$124	\$118	\$146	\$155	\$204	\$198	\$296
Fresh vegetables	\$190	\$104	\$99	\$113	\$117	\$144	\$156	\$180	\$198	\$270
Processed fruits	\$112	\$56	\$61	\$68	\$66	\$90	\$99	\$103	\$117	\$157
Processed vegetables	\$96	\$60	\$48	\$59	\$58	\$74	\$94	\$93	\$102	\$127
Other food at home	\$1,241	\$619	\$623	\$697	\$777	\$911	\$1,035	\$1,200	\$1,286	\$1,779
Sugar and other sweets	\$124	\$59	\$61	\$72	\$77	\$90	\$101	\$119	\$133	\$178
Fats and oils	\$91	\$47	\$49	\$56	\$70	\$77	\$83	\$93	\$96	\$119
Miscellaneous foods	\$650	\$319	\$303	\$353	\$404	\$473	\$534	\$631	\$674	\$939
Nonalcoholic beverages	\$333	\$184	\$199	\$205	\$211	\$266	\$290	\$329	\$339	\$459
Food prepared by consumer unit on out-of-town trips	\$43	\$10	\$11	\$12	\$15	\$15	\$28	\$29	\$43	\$84
Food away from home	\$2,668	\$1,219	\$728	\$1,076	\$1,071	\$1,423	\$1,731	\$2,321	\$2,741	\$4,611
Alcoholic beverages	\$457	\$182	\$123	\$159	\$189	\$257	\$305	\$423	\$489	\$768
Housing	\$16,920	\$7,511	\$7,219	\$8,330	\$9,519	\$10,994	\$12,389	\$13,997	\$17,014	\$27,408

Shelter	\$10,023	\$4,808	\$4,126	\$4,879	\$5,713	\$6,456	\$7,365	\$8,180	\$9,908	\$16,363
Owned dwellings	\$6,730	\$1,756	\$1,094	\$1,726	\$2,201	\$3,016	\$3,701	\$4,655	\$6,698	\$13,245
Mortgage interest and charges	\$3,890	\$917	\$396	\$614	\$817	\$1,273	\$1,935	\$2,555	\$4,004	\$8,106
Property taxes	\$1,709	\$624	\$421	\$621	\$723	\$891	\$1,058	\$1,209	\$1,547	\$3,228
Maintenance, repairs, insurance, other expenses	\$1,131	\$215	\$277	\$491	\$661	\$852	\$708	\$891	\$1,147	\$1,911
Rented dwellings	\$2,602	\$2,927	\$2,937	\$3,082	\$3,360	\$3,286	\$3,389	\$3,195	\$2,659	\$1,501
Other lodging	\$691	\$124	\$94	\$70	\$152	\$154	\$275	\$331	\$551	\$1,617
Utilities, fuels, and public services	\$3,477	\$1,736	\$1,760	\$2,230	\$2,422	\$2,748	\$3,072	\$3,282	\$3,697	\$4,772
Natural gas	\$480	\$216	\$215	\$286	\$348	\$352	\$405	\$427	\$481	\$709
Electricity	\$1,303	\$707	\$739	\$916	\$958	\$1,079	\$1,193	\$1,256	\$1,363	\$1,712
Fuel oil and other fuels	\$151	b/48	\$65	\$103	\$97	\$125	\$130	\$122	\$159	\$217
Telephone services	\$1,110	\$537	\$561	\$658	\$752	\$868	\$984	\$1,071	\$1,231	\$1,510
Water and other public services	\$434	\$227	\$180	\$267	\$288	\$324	\$361	\$407	\$464	\$623
Household operations	\$984	\$203	\$230	\$352	\$427	\$437	\$496	\$640	\$890	\$1,966
Personal services	\$415	b/52	b/53	\$102	\$145	\$130	\$181	\$227	\$400	\$890
Other household expenses	\$569	\$152	\$177	\$250	\$281	\$306	\$314	\$414	\$490	\$1,076
Housekeeping supplies	\$639	\$266	\$242	\$314	\$288	\$427	\$482	\$544	\$632	\$1,035
Laundry and cleaning supplies	\$140	\$57	\$66	\$94	\$93	\$111	\$128	\$150	\$150	\$184
Other household products	\$347	\$125	\$115	\$147	\$130	\$209	\$205	\$292	\$342	\$606
Postage and stationery	\$152	\$85	\$61	\$73	\$65	\$107	\$149	\$102	\$140	\$245
Household furnishings and equipment	\$1,797	\$498	\$861	\$556	\$689	\$926	\$974	\$1,350	\$1,887	\$3,272
Household textiles	\$133	\$25	\$95	\$47	\$63	\$76	\$83	\$108	\$146	\$231
Furniture	\$446	\$154	\$133	\$115	\$178	\$194	\$202	\$294	\$424	\$889
Floor coverings	\$46	\$8	\$20	\$5	\$23	\$14	\$43	\$20	\$37	\$95
Major appliances	\$231	\$81	\$120	\$80	\$114	\$147	\$138	\$140	\$222	\$418
Small appliances, miscellaneous housewares	\$101	\$30	\$40	\$53	\$46	\$55	\$77	\$93	\$104	\$164
Miscellaneous household equipment	\$840	\$202	\$514	\$255	\$244	\$440	\$430	\$695	\$954	\$1,475
Apparel and services	\$1,881	\$1,042	\$625	\$779	\$731	\$1,016	\$1,274	\$1,517	\$1,856	\$3,275
Men and boys	\$435	\$228	\$177	\$171	\$142	\$244	\$263	\$323	\$435	\$777
Men, 16 and over	\$351	\$185	\$153	\$126	\$103	\$199	\$193	\$252	\$349	\$638
Boys, 2 to 15	\$84	\$43	\$24	\$45	\$39	\$45	\$70	\$71	\$86	\$139
Women and girls	\$749	\$385	\$177	\$310	\$310	\$386	\$514	\$585	\$781	\$1,301
Women, 16 and over	\$627	\$353	\$143	\$265	\$272	\$317	\$415	\$494	\$670	\$1,083
Girls, 2 to 15	\$122	\$31	\$35	\$45	\$38	\$69	\$99	\$91	\$111	\$218
Children under 2	\$93	\$106	\$61	\$45	\$35	\$62	\$80	\$84	\$90	\$140
Footwear	\$327	\$233	\$94	\$153	\$141	\$194	\$277	\$297	\$317	\$525
Other apparel products and services	\$276	\$92	\$116	\$100	\$102	\$131	\$140	\$228	\$232	\$532

Transportation	\$8,758	\$3,046	\$2,312	\$3,236	\$4,292	\$5,434	\$6,503	\$7,346	\$9,828	\$14,362
Vehicle purchases (net outlay)	\$3,244	\$753	\$620	\$1,118	\$1,689	\$1,887	\$2,233	\$2,149	\$3,840	\$5,595
Cars and trucks, new	\$1,572	b/255	b/181	\$533	\$731	\$619	\$788	\$901	\$1,508	\$3,199
Cars and trucks, used	\$1,567	\$497	\$414	\$566	\$916	\$1,220	\$1,359	\$1,226	\$2,216	\$2,187
Other vehicles	\$105	c/	b/25	b/19	b/42	b/48	b/86	b/22	\$117	\$209
Gasoline and motor oil	\$2,384	\$933	\$886	\$986	\$1,318	\$1,695	\$1,999	\$2,335	\$2,788	\$3,486
Other vehicle expenses	\$2,592	\$1,205	\$692	\$990	\$1,025	\$1,644	\$1,971	\$2,514	\$2,788	\$4,167
Vehicle finance charges	\$305	\$74	\$36	\$74	\$94	\$139	\$217	\$267	\$400	\$522
Maintenance and repairs	\$738	\$245	\$221	\$260	\$348	\$464	\$564	\$688	\$769	\$1,212
Vehicle insurance	\$1,071	b/736	b/313	\$518	b/446	\$840	\$936	\$1,213	\$1,179	\$1,480
Vehicle rental, leases, licenses, and other charges	\$478	\$150	\$122	\$138	\$137	\$200	\$256	\$346	\$439	\$953
Public transportation	\$538	\$156	\$115	\$142	\$261	\$208	\$300	\$348	\$412	\$1,115
Healthcare	\$2,853	\$1,035	\$978	\$1,605	\$2,044	\$2,481	\$2,493	\$2,800	\$3,066	\$3,928
Health insurance	\$1,545	\$575	\$574	\$1,033	\$1,219	\$1,418	\$1,439	\$1,502	\$1,643	\$2,017
Medical services	\$709	\$193	\$135	\$241	\$337	\$532	\$514	\$664	\$809	\$1,125
Drugs	\$481	\$206	\$206	\$303	\$436	\$451	\$445	\$515	\$488	\$604
Medical supplies	\$118	\$61	\$63	\$28	\$52	\$81	\$95	\$119	\$126	\$182
Entertainment	\$2,698	\$1,070	\$701	\$890	\$1,101	\$1,375	\$1,766	\$2,029	\$2,660	\$4,927
Fees and admissions	\$658	\$184	\$78	\$99	\$149	\$177	\$321	\$378	\$539	\$1,466
Audio and visual equipment and services	\$987	\$489	\$441	\$508	\$660	\$688	\$764	\$886	\$1,062	\$1,497
Pets, toys, hobbies, and playground equipment	\$560	\$154	\$126	\$197	\$185	\$300	\$412	\$427	\$584	\$995
Other entertainment supplies, equipment, and services	\$493	\$243	\$56	\$88	\$207	\$211	\$269	\$338	\$475	\$959
Personal care products and services	\$588	\$197	\$205	\$254	\$285	\$350	\$414	\$505	\$573	\$998
Reading	\$118	\$47	\$38	\$61	\$67	\$71	\$70	\$96	\$110	\$205
Education	\$945	\$1,309	\$791	\$360	\$328	\$382	\$285	\$501	\$632	\$1,921
Tobacco products and smoking supplies	\$323	\$234	\$267	\$237	\$296	\$319	\$380	\$361	\$405	\$293
Miscellaneous	\$808	\$224	\$197	\$355	\$475	\$410	\$685	\$648	\$836	\$1,354
Cash contributions	\$1,821	\$405	\$340	\$652	\$716	\$794	\$1,052	\$1,737	\$1,468	\$3,534
Personal insurance and pensions	\$5,336	\$410	\$333	\$511	\$841	\$1,749	\$2,478	\$3,435	\$5,120	\$11,635
Life and other personal insurance	\$309	\$48	\$71	\$98	\$138	\$216	\$166	\$184	\$254	\$606
Pensions and Social Security	\$5,027	\$363	\$262	\$413	\$703	\$1,534	\$2,312	\$3,251	\$4,866	\$11,030

Sources of income and personal taxes:

Money income before taxes	\$63,091	-\$1,053	\$8,079	\$12,676	\$17,307	\$24,893	\$34,751	\$44,555	\$59,527	\$130,455
Wages and salaries	\$50,322	\$2,509	\$2,444	\$4,171	\$7,616	\$14,214	\$24,533	\$34,786	\$49,068	\$109,519
Self-employment income	\$3,445	-\$5,039	b/-31	\$199	\$234	\$612	\$1,283	\$1,031	\$2,116	\$9,508
Social Security, private and government retirement	\$6,379	\$626	\$3,292	\$6,634	\$7,701	\$8,334	\$7,045	\$6,800	\$6,304	\$6,049
Interest, dividends, rental income, other property income	\$1,746	\$30	\$120	\$134	\$304	\$541	\$721	\$898	\$1,117	\$4,207
Unemployment and workers' compensation, veterans' benefits	\$216	b/10	\$115	\$160	\$160	\$163	\$219	\$250	\$274	\$258
Public assistance, supplemental security income, food stamps	\$332	\$343	\$1,341	\$765	\$783	\$500	\$305	\$181	\$168	\$78
Regular contributions for support	\$463	\$174	\$324	\$377	\$339	\$344	\$495	\$482	\$323	\$657
Other income	\$189	\$294	\$474	\$237	\$171	\$185	\$150	\$127	\$156	\$180
Personal taxes	\$2,233	\$242	-\$49	-\$86	-\$20	\$184	\$427	\$927	\$1,691	\$6,842
Federal income taxes	\$1,569	\$216	-\$96	-\$159	-\$102	\$17	\$188	\$500	\$1,093	\$4,325
State and local income taxes	\$468	a/	-\$2	\$16	\$22	\$81	\$121	\$257	\$397	\$1,148
Other taxes	\$196	\$26	\$49	\$57	\$60	\$87	\$117	\$170	\$201	\$369
Income after taxes	\$60,858	-\$1,295	\$8,128	\$12,762	\$17,327	\$24,709	\$34,325	\$43,628	\$57,835	\$124,613
denda:										
Net change in total assets and liabilities	-\$2,520	-\$4,469	-\$807	-\$2,652	\$2,560	\$103	-\$3,757	-\$4,226	-\$6,348	-\$1,727
Net change in total assets	\$10,647	-\$2,537	\$333	\$40	\$2,488	\$4,688	\$4,880	\$7,428	\$7,950	\$24,162
Net change in total liabilities	\$13,167	\$1,932	\$1,140	\$2,692	-\$112	\$4,585	\$8,636	\$11,654	\$14,298	\$25,889
Other financial information:										
Other money receipts	\$626	b/104	\$191	\$203	\$474	\$472	\$489	\$478	\$557	\$1,055
Mortgage principal paid on owned property	-\$2,279	-\$481	-\$218	-\$374	-\$382	-\$648	-\$929	-\$1,315	-\$1,931	-\$5,145
Estimated market value of owned home	\$182,336	\$64,453	\$46,803	\$75,568	\$92,830	\$98,238	\$111,804	\$128,272	\$173,522	\$334,530
Estimated monthly rental value of owned home	\$898	\$355	\$262	\$409	\$461	\$538	\$604	\$695	\$878	\$1,599
Gifts of goods and services	\$1,198	\$566	\$310	\$296	\$307	\$466	\$634	\$676	\$1,132	\$2,443
Food	\$93	\$37	\$23	\$22	\$11	\$23	\$38	\$52	\$83	\$204
Alcoholic beverages	\$11	b/4	a/	b/4	b/1	\$7	\$5	\$5	\$12	\$22
Housing	\$225	\$95	\$50	\$82	\$58	\$104	\$152	\$120	\$194	\$447
Housekeeping supplies	\$30	b/18	b/12	b/6	\$10	\$19	\$25	\$16	\$41	\$48
Household textiles	\$13	b/4	c/	a/	b/5	\$7	\$13	\$4	\$26	\$18
Appliances and miscellaneous housewares	\$21	b/9	b/5	b/8	b/5	\$8	\$12	\$11	\$19	\$41
Major appliances	\$7	b/5	b/1	b/2	a/	\$4	b/2	\$4	\$3	\$17
Small appliances and miscellaneous housewares	\$13	b/4	b/4	b/6	b/4	b/3	\$9	\$7	\$16	\$24

Miscellaneous household equipment	\$55	b/20	b/9	b/21	b/8	\$26	\$24	\$26	\$35	\$123
Other housing	\$106	\$43	\$23	\$46	\$30	\$44	\$79	\$63	\$74	\$216
Apparel and services	\$241	\$246	\$147	\$115	\$81	\$132	\$174	\$206	\$274	\$373
Males, 2 and over	\$57	\$54	\$66	\$45	\$27	\$26	\$48	\$39	\$53	\$88
Females, 2 and over	\$87	\$50	\$18	\$34	\$24	\$45	\$41	\$75	\$110	\$148
Children under 2	\$45	\$67	\$16	\$13	\$14	\$32	\$41	\$32	\$48	\$70
Other apparel products and services	\$52	b/75	b/46	b/23	b/16	\$29	\$43	\$60	\$63	\$67
Jewelry and watches	\$21	b/6	b/7	b/5	b/10	\$11	\$18	\$26	\$30	\$28
All other apparel products and services	\$31	b/69	b/39	b/18	b/6	\$18	\$25	\$34	\$33	\$39
Transportation	\$109	\$42	\$19	\$10	\$24	\$15	\$85	\$33	\$131	\$225
Health care	\$23	a/	b/2	b/15	b/9	b/10	\$11	b/8	\$36	\$41
Entertainment	\$103	b/8	b/39	\$25	\$39	\$48	\$47	\$59	\$106	\$203
Toys, games, arts and crafts, and tricycles	\$35	a/	b/1	b/11	b/10	\$13	\$47	\$30	\$57	\$59
Other entertainment	\$68	b/8	\$38	\$14	\$29	\$35	\$33	\$28	\$49	\$144
Personal care products and services	\$18	b/6	b/13	b/4	\$5	\$11	\$13	\$9	\$15	\$32
Reading	\$1	a/	a/	a/	\$1	\$1	a/	\$1	\$2	\$1
Education	\$283	b/117	b/5	b/7	b/24	\$80	\$60	\$142	\$158	\$715
All other gifts	\$93	\$10	\$11	\$11	\$53	\$35	\$49	\$42	\$122	\$179

value is less than or equal to 0.5.
data are likely to have large sampling errors.
o data reported.

Consumer unit characteristics:	Number of employees	100% living in JC	50% living in JC	25% living in JC	Dining, Ent. & Retail only	50% D, E & R only
Income before taxes	1,600	1,600	800	400		
Income after taxes	\$130,455					
Age of reference person	\$124,613					
	47.0					
Housing tenure:						
Homeowner	89	1424	712	356		
With mortgage	72					
Without mortgage	17					
Renter	11					
Average annual expenditures	\$84,072	\$134,515,200	\$67,257,600	33628800		
Food	\$9,464	\$15,142,400	\$7,571,200	3785600		
Food at home	\$4,853	\$7,764,800	\$3,882,400	1941200		
Food away from home	\$4,611	\$7,377,600	\$5,533,200	\$4,611,000.0	\$7,377,600	\$5,533,200
Alcoholic beverages	\$768	\$1,228,800	\$921,600	\$768,000.0	\$1,228,800	\$921,600
Housing	\$27,408	\$43,852,800	\$21,926,400	10963200		
Apparel and services	\$3,275	\$5,240,000	\$3,930,000	\$3,275,000.0	\$5,240,000	\$3,930,000
Entertainment	\$4,927	\$7,883,200	\$5,912,400	\$4,927,000.0	\$7,883,200	\$5,912,400
Personal care products and services	\$998	\$1,596,800	\$1,197,600	\$998,000.0	\$1,596,800	\$1,197,600
Cash contributions	\$3,534	\$5,654,400	\$2,827,200	1413600		
Retail multiplier		\$15,545,600	\$10,688,600	\$8,260,100	11663200	8747400
Total		\$96,144,000	\$56,819,400	\$37,157,100	\$34,989,600	\$26,242,200

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

City Clerk File No. Res. 09-898
 Agenda No. 10.Z.1
 Approved: OCT 28 2009



TITLE: RESOLUTION DESIGNATING PORTIONS OF THE CITY OF JERSEY CITY AS A RECOVERY ZONE FOR THE PURPOSES OF ISSUING RECOVERY ZONE ECONOMIC DEVELOPMENT AND RECOVERY ZONE FACILITY BONDS IN ACCORDANCE WITH SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RESOLVES:

WHEREAS, Section 1400U-1 of the Internal Revenue Code authorizes the City of Jersey City to designate a "Recovery Zone" for the purpose of issuing Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code, and for the purpose of issuing Recovery Zone Facility Bonds under Section 1400U-3 of the Code; and

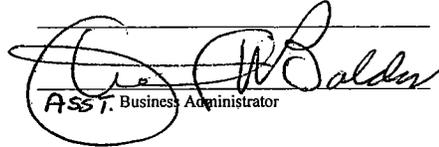
WHEREAS, the City of Jersey City has been allocated \$6,484,000 in Recovery Zone Economic Development Bonds and \$9,726,000 in Recovery Zone Facility Bonds by the United States Department of Treasury; and

WHEREAS, the term "Recovery Zone" means 1) any area designated by the City as having significant poverty, unemployment, rate of home foreclosure or general distress, and 2) any area for which a designation as an empowerment zone or a renewal community is in effect.

WHEREAS, the financial services industry is of critical importance to the economic growth and stability of Jersey City and has cut nearly 15% of its Jersey City workforce due to the current recession.

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

1. The City's "Recovery Zone" for the purposes of Sections 1400U-1, 1400U-2 and 1400U-3 of the Internal Revenue Code is hereby designated to be the area denoted on the map accompanying this resolution, consisting of the following sections of the City: all designated Urban Enterprise Zones; all approved Redevelopment Areas; all "Low-Moderate Income" Census tracts as defined by the 2000 Census; and all areas qualifying for assistance through the federal Neighborhood Stabilization Program, each of which areas satisfy one or more of the criteria set forth in 1) of the "Recovery Zone" definition.
2. The City Council hereby finds that the "Recovery Zone" described above meets the requirements of Section 1400U-1 of the Internal Revenue Code, in that the area is already designated as an empowerment zone or renewal community and/or is an area characterized by significant poverty, unemployment, rate of home foreclosure, or general distress.

APPROVED: _____
 APPROVED:  _____
 Asst. Business Administrator

APPROVED AS TO LEGAL FORM _____

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0
10/28/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			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. 09-899

Agenda No. 10.Z.2

Approved: OCT 28 2009



TITLE: **HONORING
CHARLES E. TREFURT JR.
ON THE OCCASION OF THE NAMING OF P.S. NO. EIGHT
IN HIS HONOR**

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

WHEREAS, Charles E. Trefurt Jr. was born in Jersey City on March 4, 1939 to Charles E. Trefurt, Sr. and Ann O'Brien. Charles and his two brothers were raised in the Greenville Section where they attended St. Paul's grammar school and

WHEREAS, Charles E. Trefurt Jr. attended Snyder High School where he was an outstanding student. He enrolled at Jersey City State College with the dream of a career in education; and

WHEREAS, on September 9, 1962 **Charles** married the former Angelina Petroccia. Their union has been blessed with two sons, Charles and Joseph; and

WHEREAS, Charles E. Trefurt Jr. began his career in the Jersey City Public School System in September 1966 as a teacher of history/economics at Dickinson High School. During his early years in the system, **Charles** earned a Masters Degree in Education from Seton Hall University; and

WHEREAS, Charles E. Trefurt Jr. rose through the teaching ranks and became a Dean, Assistant Principal and ultimately Principal of School #8 in 1976, where he served with distinction for more then 27 years. In 2003, he became a special assistant to the Superintendent; and

WHEREAS, a lifelong Jersey City resident, **Charles** found the time, while raising his own family, to serve his community. His community service has included the chairmanship of the Greenville Hospital Board of Trustees and membership on the Housing Authority Board and Board of Alcoholic Beverage Control; and

WHEREAS, after over forty years in education **Charles** retired on October 1, 2006. The Jersey City Public Schools recently named P.S. No. Eight in his honor.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Charles E. Trefurt, Jr.** for his many years of dedicated service to the City of Jersey City on the occasion of the naming of P.S. No. Eight in his honor.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B O'Keilly

Corporation Counsel

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0
10/28/09**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			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
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. 09-900

Agenda No. 10.Z.3

Approved: OCT 28 2009

TITLE:



RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 1925 LOT 44.B ADDRESS 18-20 PARK STREET JERSEY CITY, NEW JERSEY

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City on March 19, 2003 sold the above property not needed for public use to: 140 Grant Avenue Associates, L.L.C. ;and,

WHEREAS, the conditions of sale set forth that the purchaser renovated the property and obtain a Certificate of Occupancy; and,

WHEREAS, on January 23,2004 , the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by Resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully completed; and,

WHEREAS, the Construction Official, Raymond Meyer has signed and issued a Certificate of Continued Occupancy on Block 1925 Lot 44.B also known as 18-20 Park Street indicating that the property was renovated in compliance with condition of sale which was adopted by the Municipal on February 11, 2003.

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the Resolution adopted by the governing body of the City of Jersey City on February 11, 2003 have been complied with.
2. Block 1925 Lot 44.B Address 18-20 Park Street is hereby released from any and all restrictions.
3. That the Mayor is hereby authorized to execute this Resolution and a notary public notarize the acknowledgment contained herein in accordance with Law so that same may be recorded in the Hudson County Register's Office.

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

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

2009125

City Clerk File No. 10.Z.3

Agenda No. OCT 28 2009

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 1925 LOT 44.B ADDRESS 18-20 PARK STREET JERSEY CITY, NEW JERSEY

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to Before me this day of 200

Notary Public

Robert Byrne, City Clerk

APPROVED: Ann Marie Miller Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include SOTTOLANO, DONNELLY, LOPEZ, GAUGHAN, FULOP, RICHARDSON, BRENNAN, FLOOD, 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



CITY OF JERSEY CITY
 30 MONTGOMERY STREET-SUITE 412
 JERSEY CITY NJ 07302
 201-547-5055

**CERTIFICATE
 IDENTIFICATION**

Date Issued: 10/21/2009
 Control #: 55717
 Permit #: 20071104

Block: 1925 Lot: 44B Qualification Code:
 Site Location: 18-20 PARK ST

Jersey City

Owner in Fee: 140 GRANT AVENUE ASSOCIATES, L.L.C.

Address: 5 SENEY DRIVE

BERNARDSVILLE NJ 07924

Telephone:

Agent/Contractor: rafrican bay assoc

Address: 5 seney lane

bernardsville NJ

Telephone: 908 229-5100

Lic. No./ Bldgs. Reg.No.: 040360

Federal Emp. No.:

Social Security No.:

CERTIFICATE OF OCCUPANCY

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

CERTIFICATE OF APPROVAL

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

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

Home Warranty No:
 Type of Warranty Plan:
 Use Group:

State Private
 R-2

Maximum Live Load:

Construction Classification:
 Maximum Occupancy Load:

Certificate Exp Date:
 Description of Work/Use:

renovation of 19 unit apartment building per plans

cost of construction: \$1,195,486.00

Update Desc. of Work/Use:

16 system alarm devices, 9 supervisory devices, 5 signaling devices, 19 alarm devices/f.a.c. panel, 110 sprinkler heads, installation of new fire escape

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period (____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

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

CERTIFICATE OF COMPLIANCE

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

RAYMOND MEYER Construction Official

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$0.00

Paid/ Check No.: 7651/72CC

Collected by: PD

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

City Clerk File No. Res. 09-901

Agenda No. 10.Z.4

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 150 BIDWELL AVENUE A/K/A BLOCK 1314, LOT 70.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on August 8, 2001, Janie Mansfield (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,950.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 150 Bidwell Avenue, Jersey City, also known as Lot 70.A in Block 1314; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Janie Mansfield dated August 8, 2001 in the sum of \$5,950.00 affecting 150 Bidwell Avenue, Jersey City, also known as Lot 70.A in Block 1314.

IW/mw
10-19-09

APPROVED: _____

APPROVED: _____

[Signature]
ASST. Business Administrator

APPROVED AS TO LEGAL FORM _____

[Signature]
Corporation Counsel

Certification Required

Not Required **APPROVED 9-0**

2009121

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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. 09-902

Agenda No. 10.Z.5

Approved: OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND RELEASE WITH THE GULF INSURANCE COMPANY AND THE TRAVELERS INDEMNITY COMPANY

WHEREAS, the City of Jersey City (City) maintains that Travelers Indemnity Company (Travelers) and Gulf Insurance Company (Gulf) issued various liability insurance policies to the City under which the City claims to be entitled to coverage; and

WHEREAS, certain claims including but not limited to environmental claims have been and/or may in the future be brought against the City for which the City has sought, is seeking, or may hereinafter seek insurance coverage under the policies; and

WHEREAS, Travelers and Gulf deny that they have any obligation to defend or indemnify the City under the policies with regard to claims; and

WHEREAS, a dispute has arisen among the City and Gulf and Travelers concerning the availability to the City of insurance coverage for claims; and

WHEREAS, the parties believe that it is in their mutual interest to reach an amicable resolution with respect to past, present or future disputes relating to Gulf and the Travelers obligations to the City under the policies; and

WHEREAS, Gulf and Travelers agree to pay the City the sum of \$195,000.00 as a settlement amount; and

WHEREAS, upon payment of the settlement amount the City agrees that Gulf and Travelers shall have no further obligations to the City under the policies.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the Settlement Agreement and Release attached hereto with Travelers Indemnity Company and Gulf Insurance Company.

RR/cw

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

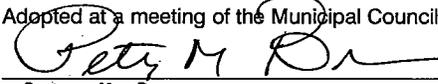
2009124

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAI GHAN	✓			RRFNAN	✓		
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

GOLUB & ISABEL P.C.

ATTORNEYS AT LAW

160 Littleton Road, Suite 300, Parsippany, NJ 07054
Tel: (973) 968-3377
Fax: (973) 968-3044

David L. Isabel, Esq.
E-Mail: DLIsabel@golub-isabel.com
Web: www.golub-isabel.com

October 9, 2009

Via U.S. Mail & Electronic Mail

William Matsikoudis
Corporation Counsel
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

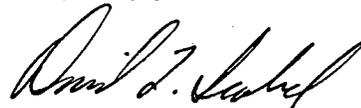
RECEIVED
2009 OCT 15 AM 6 44
CITY OF JERSEY CITY
LAW DEPARTMENT

Re: The Travelers Indemnity Company Settlement

Dear Mr. Matsikoudis:

As discussed earlier this week, enclosed please find the proposed Confidential Settlement Agreement and Release between the City of Jersey City and The Travelers Indemnity Company, including Gulf Insurance Company, to resolve certain environmental claims. We recommend this agreement for approval by the insurance fund and city council so that it can be executed and finalized. Travelers will pay Jersey City \$195,000 in exchange for its buyback of its liability policies. As always, should you have any additional questions, please do not hesitate to contact me.

Very truly yours,



David L. Isabel

cc: Brian O'Reilly, Business Administrator (via electronic mail)
Peter Soriero, Risk Manager (via electronic and overnight delivery)
Laurence Eisenstein, Esq. (via electronic mail)

DLI/pc
File No. 70081

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by and between Gulf Insurance Company ("Gulf") and The Travelers Indemnity Company ("Travelers Indemnity") (on behalf of "Travelers" as that term is hereinafter defined) and the City of Jersey City ("the City" as that term is hereinafter defined). The foregoing are collectively referred to herein as the "Parties."

WITNESSETH THAT:

WHEREAS, Travelers Indemnity and Gulf issued, or are alleged to have issued, various liability insurance policies to the City under which the City claims to be entitled to coverage (the "Policies" as that term is hereinafter defined); and

WHEREAS, certain Claims (as that term is hereinafter defined) including but not limited to Environmental Claims (as that term is hereinafter defined) have been and/or may in the future be brought against the City for which the City has sought, is seeking, or may hereinafter seek insurance coverage under the Policies; and

WHEREAS, Travelers Indemnity and Gulf have denied and continue to deny that they have any obligation to defend or indemnify the City under the Policies or otherwise with regard to the Claims; and

WHEREAS, a dispute has arisen between the City and Travelers concerning the availability of coverage for the Claims; and

WHEREAS, the Parties have each consulted with their legal counsel regarding their rights with respect to the City's Claims for insurance coverage and believe it is in their mutual interest to reach an amicable resolution with respect to past, present or future disputes relating to Travelers alleged obligations to the City under the Policies, and;

NOW THEREFORE, intending to be legally bound, and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the Parties agree as follows:

1. Purpose and Scope

The purpose of this Agreement is to resolve as between the City and Travelers all Claims against Travelers arising out of or relating to, and for the City to forever relinquish and surrender all rights of coverage available or potentially available to the City under, the Policies. Pursuant to this Agreement, the Policies are declared null and void, and all obligations under the Policies, including but not limited to any duty to defend or indemnify the City, shall be satisfied, discharged, terminated and released. The Parties agree that this settlement sets forth Travelers' sole and complete obligations to the City under, and otherwise terminates any insuring relationship between Travelers and the City with respect to any obligations Travelers may have to the City arising from or related to, the Policies.

2. Definitions

The definitions contained herein shall apply only to this Agreement and shall not apply to any other agreement, including, without limitation, any policy of insurance or other settlement agreement, nor shall they be used as evidence, except with respect to this Agreement, of the meaning of any term. Furthermore, each defined term stated in a singular form shall include the plural form, and each defined term stated in a plural form shall include the singular form.

2.01 "The City" means the City of Jersey City, a body corporate and politic, on behalf of itself and each of its departments and non-autonomous agencies, and, in their

capacity as such, agents, elected officials, directors, employees, attorneys, representatives, predecessors, successors and assigns;

2.02 “Travelers” means i) The Travelers Indemnity Company, Gulf Insurance Company, Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company), St. Paul Fire and Marine Insurance Company and United States Fidelity and Guaranty Company and; ii) each of their respective present and future, direct and indirect parents, subsidiaries, partners, joint ventures and affiliates; iii) the past, direct and indirect parents, subsidiaries, partners, joint ventures and affiliates of any of the foregoing but only if an entity described in (i) or (ii) above has the power or authority to act on such Person’s behalf; iv) the past, present and future officers, directors, employees, representatives, agents, members, principals, attorneys and shareholders of any of the foregoing but only in their capacity as such; and v) the predecessors, successors and assigns of any of the foregoing. Notwithstanding the foregoing, “Travelers” shall not include any Person that is first acquired by, first acquires, or first merges into Travelers (as constituted on the Effective Date) after the Effective Date other than with respect to Claims against such Person under, arising from or relating to Policies issued by Travelers as constituted on or before the Effective Date.

2.03 “Person” means any natural individual (including a regulator) or any group of natural persons, corporation, partnership, association, trust and any other entity (including without limitation any estate, guardian or beneficiary thereof), or organization, including, without limitation, any Governmental Agency (as defined herein).

2.04 “Governmental Agency” means (i) the United States, any state, any county, any city or any municipality, (ii) any subdivision, instrumentality, department,

agency or quasi-governmental body of any of the foregoing or (iii) the government (or any subdivision, instrumentality, department, agency or quasi-governmental body thereof) of any sovereign state.

2.05 “Environmental Claims” means any Claim made in connection with Environmental Contamination. Environmental Claims include, without limitation, any and all past, present or future Claims, that have been, could have been or may be asserted by or on behalf of any Person against the City or against any Person for whose acts or omissions the City is or may be liable, or against Travelers as an insurer of the City, or any actions taken by Travelers as an insurer of the City, or any actions taken by the City (voluntarily or otherwise) that involve, arise out of or relate in any way to Environmental Contamination, including, without limitation: (i) Claims for or relating to bodily injury, personal injury or property damage (as those terms are defined in the Policies) or alleging any other rights to relief against the City that involve, arise out of or relate in any way to Environmental Contamination; (ii) Claims for or that relate to investigation, analysis, remediation, monitoring, testing, removal or clean-up of Environmental Contamination or to recover the costs associated therewith; (iii) Claims for statutory fines or penalties; (iv) Claims for the recovery of damages for injury, destruction or damage to Persons, property (tangible or intangible) or natural resources that involve, arise out of or relate in any way to Environmental Contamination; and (v) Claims to obtain equitable, injunctive or declaratory relief.

2.06 “Environmental Contamination” means the actual, alleged and/or potential contamination, injury or damage of land, air, environment, atmosphere, soil, sediments, property (tangible or intangible), natural resources, water (including, but not

limited to, ground water, surface water or any other form or body of water) or any Person (as defined herein), by, arising from or related to the presence, existence, movement, emission, discharge, seepage, release, disposal, dumping, landfilling or escape of pollutants, including, but not limited to, any contaminant, irritant, chemical, petroleum, petroleum related or derived product, asbestos, silica, lead, metal, PCBs, waste (including but not limited to materials intended to be recycled, reconditioned or reclaimed), smoke, vapor, soot, fumes, "hazardous wastes" as defined under the Resource Conservation and Recovery Act of 1976, as amended, "hazardous substances," "pollutant(s)" or "contaminant(s)" as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, "hazardous materials" as defined by the Hazardous Materials Transportation Act, as amended, "toxic substances" as defined by the Toxic Substances Control Act, as amended, or any other substance which substance is or is alleged to be, and whether or not known to be, harmful, noxious, nuisance causing or injurious.

2.07 "Claim" means any and all actual, potential, threatened or alleged past, present, or future (1) claim, assertion of any right, obligation, liability, duty, complaint, cross-complaint, counterclaim, affirmative defense, writ, demand, inquiry, request, lawsuit, action, cause of action, administrative proceeding, governmental action, statutory or regulatory obligation, order, directive, arbitration, mediation, judgment, settlement, or lien, whether known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, direct or indirect, matured or unmatured, liquidated or unliquidated and whether in law, tort, contract, equity, nuisance, trespass, negligence, strict liability, admiralty or otherwise, (including, but not limited to, any Claim (a) arising out of, related

to or involving Environmental Contamination or any other substance, product, matter or material in any form or state, any cumulative or other injury or damage, any activity, operation, or exposure or any alleged bad faith, conspiracy, or extra-contractual or tort liability, (b) for damages, indemnity, contribution, defense obligations, costs or expenses, or (c) pursuant to or under a contract, other agreement, promise, representation or warranty or pursuant to any direct action or statutory or regulatory right of action), or (2) "Claim" as that term is defined in the United States Bankruptcy Code, 11 U.S.C. § 101(5). Without limitation, "Claim" shall include any Environmental Claim and any and all assertions or rights capable (absent this Agreement) of being covered by the Policies.

2.08 "Policies" means all policies of insurance, whether known or unknown, whether issued or allegedly issued, whether primary, umbrella, excess or otherwise, and whether liability, owners', landlord and tenant, owners and contractors, first party, environmental hazard, environmental impairment, inland marine liability, bumbershoot, automobile or otherwise, issued or allegedly issued prior to the Effective Date by Travelers(including but not limited to those policies listed on Exhibit A): i) to Jersey City; or ii) under which Jersey City claims insurance, rights or benefits.

Notwithstanding any other portion of this paragraph 2.08 to the contrary, the term Policies shall not include: (1) those parts of any worker's compensation insurance policy that are required to be maintained pursuant to applicable statutory worker's compensation laws; and (2) any life insurance policies.

2.09 "Effective Date" means the date of the last signature placed hereon, and this Agreement shall be effective as of such date.

3. Payment of Settlement Amount

3.01 Subject to all of the terms and conditions contained in this Agreement, The Travelers Indemnity Company agrees that in full and final settlement and satisfaction of all Released Claims (as that term is defined below) it will pay, after its receipt of a fully executed original of this Agreement, a total of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) (the "Settlement Amount") within thirty (30) days from complete execution of this Agreement by the City and Travelers.

3.02 Upon payment of the Settlement Amount as set forth in paragraph 3.01 above, Travelers Indemnity and Gulf shall have no further obligation to the City under the Policies. Additionally, the Parties agree and jointly represent that the consideration paid by Travelers Indemnity to the City pursuant to this Agreement constitutes a fair and reasonable exchange for the release granted by the City to Travelers in this Agreement.

4. Release

4.01 Upon the Effective Date, and in consideration of the promises contained in this Agreement, the City hereby acquits, releases and forever discharges Travelers from, and covenants not to sue Travelers for, any and all past, present and future Claims and liability of any kind or nature directly or indirectly connected with, arising out of or relating in any way to, in whole or in part, the Policies, including, without limitation, any such liability arising out of:

- (a)** Claims arising out of, in connection with or relating in any way to the City's Claims for insurance coverage, including, but not limited to, any and all Claims asserted (or which could have been asserted) by the City against Travelers in connection with any Environmental Claims;

- (b) any alleged bad faith or other misconduct, or alleged wrongdoing of any kind by Travelers under the Policies or under the statutory or common law, based upon any act or omission of Travelers in the handling or disposition of any request for insurance coverage that has been tendered to Travelers by the City (or any other Person by or on their behalf), whether or not such Claim was or could have been asserted by the City and whether sounding in breach of contract, breach of any duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, actual or constructive breach of fiduciary duty or any other theory relating to any alleged misconduct or wrongdoing of any kind by Travelers in connection with the handling and disposition of the City's Claims for insurance coverage; and
- (c) any liability arising out of any allegedly negligent or otherwise improper engineering and/or loss control services provided, or allegedly not provided, by Travelers to the City.

The foregoing shall collectively be referred to herein as the "Released Claims."

4.02 Travelers hereby irrevocably, unconditionally, completely, fully and forever releases, remises, holds harmless and discharges the City from any and all Claims for payment of deductibles, self-insured retentions or retrospective premiums under the Policies.

5. Exhaustion of Policies

5.01 Upon the Effective Date of this Agreement, and in consideration of the promises contained in this Agreement, any and all purported rights, duties,

responsibilities and obligations of Travelers alleged to have been created, or that may be created, by the Policies are hereby deemed exhausted, extinguished, terminated, canceled and otherwise fully satisfied. The Policies are to be hereafter treated as null and void and neither the City nor any other Person shall have any right hereafter to present or tender any Claim whatsoever under any of the Policies, regardless of whether the Claim has been or could have been presented or tendered to Travelers prior to the Effective Date of this Agreement and Travelers shall have no duty or obligation to defend, indemnify or otherwise provide coverage, services or benefits of any kind whatsoever to the City or to any other Person which has asserted, is asserting or which may in the future assert a Claim that it is an insured (including, without limitation, those denominated as Insureds, Named Insureds, Additional Insureds, Additional Named Insureds, Persons Insured or Additional Persons Insured) or otherwise insured or covered under the Policies and any Person who has asserted, is asserting or who may in the future assert a Claim of or any right to, or title, interest or benefit in or under, any of the Policies or to any Person making a Claim through or derived from the City or any of the foregoing. This release is intended to operate as if Travelers never issued the Policies.

6. Reservation of Rights

6.01 Except as expressly provided in this Agreement, neither the existence of this Agreement nor any action taken pursuant to its terms shall be construed in any way to prejudice the interest or rights of the Parties and all of the Claims, rights or benefits of the Parties that are not expressly waived or limited by this Agreement are preserved.

6.02 This Agreement is not intended to be, and shall not be construed as, an agreement by Travelers Indemnity or Gulf to defend or indemnify the City with regard to

its Claims for insurance coverage. Except as expressly provided herein, each of the Parties reserves all rights against any and all other Persons.

6.03 The Parties understand and accept the other Party's reservation of rights. Except as otherwise specifically provided herein, no waiver or estoppel shall arise as a result of this Agreement, or any delay in its having been undertaken, nor shall any term, provision, condition, endorsement or other limitation of any insurance policy be considered waived.

7. Maximum Liability

7.01 It is the intent of the Parties that Travelers' maximum liability for the Claims released herein shall be limited to the Settlement Amount. Consistent with this intent, the City agrees that, as of the Effective Date, it is self-insured for the full amount of any Claims or demands made with respect to the Policies that would have, could have or were alleged to have been the responsibility of Travelers under the Policies had this Agreement not been entered into. The City shall pay the amount of such released Claims irrespective of whether the demand is made directly upon the City or upon Travelers to the City in response to any Claims or demand made against Travelers. The City shall be solely responsible for the full amount of any settlement or judgment resulting from such released Claims. The City further agrees that for any Claims released herein, it shall pay reasonable attorney fees, to the extent allowed by law.

7.02 Should any such Claims that are potentially subject to the payment described in paragraph 7.01 be brought against Travelers, Travelers agrees (i) to promptly notify the City of any such Claims that, absent the provisions of this paragraph, might otherwise obligate Travelers to make a direct payment to any claimant; (ii) to cooperate

with the City and exercise good faith in the defense of such Claims; and (iii) to cooperate to the full extent possible.

8. Travelers Release of Contribution/Indemnification and Subrogation

8.01 Travelers agrees that it will not seek indemnification, contribution, subrogation or similar relief for amounts Travelers Indemnity and Gulf are obligated to pay in connection with this Agreement from any insurer of the City under policies that other insurers issued to the City; provided, however, that Travelers shall be free to assert all claims and defenses, including those for indemnification, contribution, subrogation or other relief, against any other insurer that has not agreed in writing to forego all such claims against Travelers. Nothing in this Agreement shall release or affect any right that Travelers had, has or may in the future have with respect to reinsurers, reinsurance intermediaries and/or retrocessionaires, including its right to make a claim for reinsurance for the Settlement Amount or any part thereof.

9. Confidentiality and Non-Use As Evidence

9.01 This Agreement, including all of its terms, and all communications or exchanges of information between the Parties or their representatives that took place during the negotiations relating to the Agreement, shall be maintained as confidential and proprietary. Except as permitted by paragraph 9.02 below, the Parties agree not to disclose a copy of this Agreement or its terms, or any correspondence or other information exchanged or otherwise produced during negotiations that has not otherwise been disclosed as of the Effective Date. Each Party further agrees to make reasonable efforts to resist and contest any attempt to compel production of this Agreement or disclosure of its terms.

9.02 This Agreement and its terms may be disclosed only under the following circumstances: (1) as required by law or court order; (2) to any reinsurer, reinsurance intermediary or retrocessionaire of Travelers in connection with reinsurance obligations; (3) to a Party's counsel, auditors or accountants; (4) in any action or proceeding where the existence or terms of this Agreement are at issue; and (5) by written agreement of the Parties. In the event of any disclosure of this Agreement by any Party pursuant to subsections (4) or (5) of this paragraph, the Party disclosing the Agreement agrees to enter into a written confidentiality agreement with the Person to whom disclosure is to be made prior to such disclosure. To the extent that any disclosure of this Agreement is required by court order, the Party disclosing the Agreement shall make all reasonable efforts to have the release made only under seal.

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

9.03 This Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and corresponding state rules.

9.04 No part of this Agreement may be used in any proceeding as evidence of the respective rights, duties or obligations of Travelers Indemnity and/or Gulf; however, this restriction shall not apply to any proceeding in connection with any Claim or action in which the effect of this Agreement is put at issue.

9.05 Other than this Agreement as provided for above, any Party (in its capacity as a "Taxpayer," as defined in Treas. Reg. Section 1.6011-4(c)(1)) may disclose to any and all persons or entities, without limitation of any kind (as required by Treas. Reg. Section 1.6011-4), the tax treatment and the tax structure of the transaction(s) encompassed by this Agreement and all materials of any kind (including opinions or other tax analysis) that were or are provided to such party relating to the tax treatment or tax structure of such transaction(s).

10. Representations and Warranties

10.01 To the extent applicable, the City and Travelers Indemnity and Gulf each represent and warrant that:

- (a) the individual executing this Agreement on its behalf has the authority to enter into a settlement and release containing all of the terms and conditions set forth in this Agreement and to bind each of the Persons included within this Agreement's definitions of the City and Travelers, respectively;
- (b) it has taken all necessary corporate and internal actions to duly approve the making and performance of this Agreement and no further corporate or other internal approval is necessary;
- (c) the making and performance of this Agreement will not violate any provision of the Parties' respective articles of incorporation, charter or by-laws;
- (d) it signs this Agreement of its own free act and that in making this Agreement it has obtained the advice of competent legal counsel; and

- (e) it has conducted a diligent search and is unaware of any general liability insurance policies issued by Travelers to the City other than the general liability insurance policies identified in Exhibit A.

10.02 The City further represents and warrants that, as of the date of this Agreement, it has not assigned any of its rights under the Policies to any other Person. Furthermore, none of the Parties may assign its rights or delegate its duties under this Agreement without first obtaining the written consent of the other Party; *provided, however,* that this provision shall not prohibit any assignment by any Party due to merger, consolidation, operation of law or to a Person who succeeds to all or substantially all of such Party's assets. Subject to the foregoing, this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

11. No Admission

11.01 The City acknowledges that Travelers disputes coverage under the Policies. Nothing in this Agreement is intended to create any right in any Person under the Policies. The City recognizes that payments made by Travelers Indemnity under this Agreement will be made in compromise of disputed coverage claims and are not, and cannot be construed as, or asserted by the City or any other Person to be, an admission by Travelers that any defense, indemnity or any other obligation exists under the Policies. By this settlement, Travelers is making no admission of any kind. The Parties agree that none of the terms of this Agreement, nor any aspect of its negotiation or performance, shall be used in any manner by any Person in any future action or proceeding as evidence of the rights, duties or obligations of the Parties, except that this restriction shall not apply to any proceeding in which the effect of this Agreement is put at issue.

12. Other Provisions

12.01 This Agreement was negotiated at arms-length with each Party receiving advice from independent, competent legal counsel and it is an integrated document containing all the terms and conditions agreed upon by the Parties relating to its subject matter. This Agreement supersedes any and all prior or contemporaneous agreements, negotiations, correspondence, understandings and communications between the Parties, whether oral or written, respecting matters concluded herein. No representations, warranties, promises, inducements or considerations have been made or relied upon by the Parties other than those set forth herein. This Agreement was reviewed and approved by attorneys for all of the Parties and it is the intent of the Parties that there shall not be a presumption or construction against any Party. More specifically, this Agreement is not a contract of insurance and the Parties agree that it shall not be interpreted according to any rules of construction applicable to insurance contracts. In particular, with respect to the interpretation of this Agreement, the Parties waive any benefits from the principles of *contra proferentum* or other principles which would result in the interpretation of any ambiguities against either Party. No Party shall be deemed to be the drafter of this Agreement or of any particular provision, and no part of this Agreement shall be construed against a Party on the basis of the Party's identity as an insurance company or as the drafter of any part of this Agreement. This Agreement may not be amended or modified other than by written agreement agreed to and signed by the Parties. This Agreement shall be binding upon and inure to the benefit of each of the Parties and the respective successors and assigns of each of the foregoing.

12.02 In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the nonprevailing Party all of its reasonable expenses, including costs and attorneys' fees.

12.03 Any notice required pursuant to this Agreement shall be sent by U. S. Mail or overnight delivery service as follows or as the Parties may subsequently direct in writing:

If to the City:

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

With copies to:

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

and

Laurence J. Eisenstein
Eisenstein Malanchuk LLP
1048 Potomac Street, N.W.
Washington, D.C. 20007

If to Travelers:

General Counsel
Environmental Litigation Group
The Travelers Indemnity Company.
One Tower Square, 8FP
Hartford, CT 06183

12.04 This Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative as of this day of _____, 2009.

THE CITY OF JERSEY CITY

By: _____

Its: _____

Date: _____

GULF INSURANCE COMPANY and
THE TRAVELERS INDEMNITY COMPANY
(on behalf of all Persons within the definition of
"Travelers")

By: _____

Its: _____

Date: _____

EXHIBIT A

The Travelers Indemnity Company Policy No. KSLG-7606598 2/5/71 to 12/1/71

The Travelers Indemnity Company Policy No. TKSLG944277 12/1/71 to 12/1/72

Gulf Insurance Company Policy No. GA5669260 12/1/72 to 12/1/73

Gulf Insurance Company Policy No. GA5724127 12/1/73 to 12/1/74

Gulf Insurance Company Policy No. GA5827491 12/1/74 to 12/1/75

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

City Clerk File No. _____ Res. 09-903

Agenda No. _____ 10.Z.6

Approved: _____ OCT 28 2009

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHR TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Department of Police (Department) and Office of Emergency Management desire to expand it's K-9 Unit for bomb detection and patrol capabilities through funding provided by the U.S. Department of Homeland Security ; and

WHEREAS, the Department has informally solicited two quotations in accordance with N.J.S.A. 40A:11-6.1;and

WHEREAS, Dietrich Neumahr, 9 Strang Road, Derby, CT 06418, is an experienced dog breeder who specializes in providing dogs to law enforcement agencies and provided the lowest quotation to the Department; and

WHEREAS, the Department has experience with Dietrich Neumahr and other New Jersey law enforcement agencies have recommended Dietrich Neumahr as the breeder for law enforcement dogs; and

WHEREAS, the Department has received a quotation in accordance with N.J.S.A. 40A:11-6.1 to provide four (4) German Sheperds from Dietrich Neumahr for a cost of \$20,800.00; and

WHEREAS, Sgt. W. Greg Kierce, OEM Coordinator for the City, reviewed Dietrich Neumahr's proposal from Dietrich Neumahr and certifies it is fair and reasonable; and

WHEREAS, the sum of \$20,800.00 is available in Account No. 10-02-213-40-972-218; and

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

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Dietrich Neumahr has completed and submitted a Business Entity Disclosure Certification which certifies that Dietrich Neumahr 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 Dietrich Neumahr from making any reportable contributions during the term of the contract; and

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

City Clerk File No. 10.Z.6

Agenda No. OCT 28 2009

TITLE: **RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHN TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT**

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

- 1) a contract is awarded to Dietrich Neumahr for the sum of \$20,800.00 to provide four (4) German Shepherds; and
- 2) this contract is awarded pursuant to N.J.S.A. 40A:11-6.1.; and
- 3) the award of this contract shall be subject to the condition that Dietrich Neumahr provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
- 4) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;
- 5) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, 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 as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 10-02-213-40-972-218

PO 98237

APPROVED: Samuel Jefferson

APPROVED AS TO LEGAL FORM

APPROVED: Jon Romano
Business Administrator

Rud Relys
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/09											
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

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

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

RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHR TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT

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

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

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

TO PURCHASE FOUR (4) GERMAN SHEPHERD DOGS FOR BOMB DETECTION AND PATROL PURPOSES

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

DOGS WILL BE TRAINED IN POLICE PATROL AND BOMB DETECTION

5. Anticipated Benefits to the Community:

EXPANSION OF K-9 UNIT FROM ONE TO FIVE PROVIDES GREATER COVERAGE OF THE CITY AND SPECIFIC THREATS AGAINST WATERFRONT TARGETS.

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.)

TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) - UASI FUNDING

7. Date Proposed Program or Project will Commence:

October 2009

8. Anticipated Completion Date:

CONTINUOUS

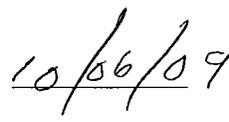
9. Person Responsible for Coordinating Proposed Program/Project:

SGT. W. GREG KIERCE, OEM COORDINATOR

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Police Department and have knowledge of the goods and services that the Police Department needs.
2. The US Department of Homeland Security has recommended and provided funding for the Department to expand it's K-9 Unit.
3. This purchase qualifies pursuant to N.J.S.A. 40A:11-6.1.
4. Dietrich Neumahr has provided dogs in the past to the Department and has proposed selling us four (4) German Shepard dogs for \$20,800.00.
5. The Police Department's recommendation is to award the contract to Dietrich Neumahr .
6. The estimated amount of the contract exceeds \$19,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/06/09


Samuel Jefferson, Director, Police Dept.

CITY OF JERSEY CITY

Requisition #
0147743

Assigned PO #

Vendor
DIETRICH NEUMANH
9 STRANG ROAD

Requisition
Dept. Bill To
POLICE DEPARTMENT
8 ERIE STREET

Dept. Ship To

DERBY
DI156710

JERSEY CITY

Contact Info
SGT W. GREG KIERCE
2015475681

Quantity	UOM	Description	Account	Unit Price	Total
4.00	EA	K-9 DOGS	0221340972218	5,200.00	20,800.00
		UASI FUNDED			
		DUEL PURPOSE BOMB DETECTION/PATROL DOGS			
		2 QUOTES PROVIDED (2ND BY TARHEEL CANINE)			



Requisition Total 20,800.00

Req. Date:
Requested By: RKAKOLESKI
Buyer Id:

Approved By: _____

This Is Not A Purchase Order



Dietrich Neumahr

Quality German Shepherds
9 Strang Road
Derby, Ct 06418
e-mail: dneumahr@msn.com

September 22, 2009

Jersey City Police Dept
Jersey City, NJ

QUOTATION:

4 ea German Shepherd dog, male, 12 to 24 month of age, suitable for dual purpose police K-9 (detection and patrol)

\$ 5200.00 Total: \$ 20800.00

Delivery: within 7 days after receipt of order.

Terms: 2% 14 days, net 30 days

Guarantee: the above dogs are guaranteed to be in good health and free of any hip or elbow dysplasia, the above dogs are also guaranteed to be trainable as dual purpose police service dogs, otherwise they will be replaced with another one of equal value.

This quotation is valid for 60 days.

Dietrich Neumahr
Owner

Tarheel Canine Training, Inc.
230 W. Seawell St.
Sanford, NC 27330
919-774-4152

Quote on Green Dual K9, September 30, 2009
Attn: Robert Kakoleski, Jersey City NJ PD

- 1) Tarheel Canine Training, Inc. will provide a Belgian Malinois or German Shepherd Dog with suitable drives for training in Patrol and detection functions. The dog's age will fall in the range specified by the purchasing department.
- 2) Tarheel Canine Training, Inc. will unconditionally guarantee that the dogs will pass the physical health standards as set forth by the purchasing department. Tarheel Canine will also guarantee replacement for any congenital health defect that limits the ability of the canine to perform its duties, according to the purchasing department's veterinarian and trainers, for a period not to exceed 2 years from date of delivery. Health records, and hip/elbow x-rays will be provided with each dog.
- 3) Pricing for different levels of Green Dogs:
Green Dog – high hunt drive, strong bite on hard sleeve on slick floors, will negotiate stairs, dark rooms, no obedience training yet. \$5995
Started Green Dog – high hunt drive, basic straight line tracking, bite and out on sleeve, slick floors, will negotiate stairs, dark rooms, and has basic obedience. \$6995
Titled Dogs – ZM, SVV1, ZVV1, IPO level 1, \$7995. Above Level 1 Market Price.
- 4) The purchasing agency shall be responsible for any and all shipping expenses to and from the seller's facility unless other arrangements are made in writing.
- 5) Tarheel Canine will further guarantee the dog will pass the department's approved training class, and Tarheel Canine shall guarantee to replace any dog that cannot pass such class with a dog of similar age and training. A dog having graduated any approved training class shall no longer qualify for replacement for trainability or temperament. A reasonable amount of time shall be allowed for Tarheel Canine to replace any such dogs.

Jerry Bradshaw
Tarheel Canine Training, Inc.

TARHEEL CANINE TRAINING REFERENCE LIST

Customer ID	Contact Name	Office Phone	Other Phone	City	State or Province	Country / Region	E-Mail Address
NASA Goddard Space Flight Center Department of Energy/Dyn. Mtd. Dept. Petroleum Operations, Inc.	Lt. Jeff Rodgers	301-286-3712	410-320-2683	Greenbelt	MD	US	
United States Strategic Petroleum Reserve	Thomas Quillory	504-734-4993	225-937-6162		US	US	
National Investigators & Security Agency (NISIA)	Capt. John Vigna	708-293-1122	815-900-0443	Timely Park	IL	US	
US Army SF K9 Program Manager	Jody Butler				NC	US	jbutler@army.mil
Harford County Sheriff's Department	Aaron Penman	410-808-7734		Harford County	MD	US	
New Castle Police Department	Charlie Holthouse	443-277-5264	302-373-0402	New Castle	DE	US	
Salem City Police Department	Mark Joblin	302-828-3377		Salem	NJ	US	
Pocomoke City PD	Joe Kralewski	856-865-3089		Pocomoke	MD	US	
Southern Regional Police Dept.	Bill Robinson	443-523-7347	717-658-8070	New Freedom	PA	US	
Elko Police Department	Off. Sean Higgins	775-777-7310	775-253-5944	Elko	NV	US	mmarshowsky@ci.elko.nv.us
NJ State Police Special Operations - K9 Unit	Mike Marshowsky	856-562-4888		Trenton	NJ	US	
Anne Arundel County Police	Trainer Brian Hodder	410-274-6924			MD	US	
Cookeville Police Department	Cpl. Brian Fleig		443-994-4334		TN	US	
North Augusta Public Safety	K9 Officer Craig Wilkerson	706-829-4522	931-783-0432	North Augusta	SC	US	
Sanford Police Department	K9 Officer John Kulland	919-775-8303	919-842-0878	Sanford	NC	US	
Ashland Police Department	Jody Sellers, Selective Enforcement Unit	715-682-7927		Ashland	WI	US	
DeSoto County EMS	Jerry Catchka	662-429-1382	901-461-9053		MS	US	
Neal Co. Police Department	Paul LeBlanc	925-383-8171			CA	US	
Graham Police Dept.	David Neilson	336-516-8186		Graham	NC	US	
Hancock County Sheriff's Dept.	Greg McDaniels	502-924-6247		Hawesville	KY	US	
Worcester County Sheriff's Office	Deputy Chuck Jones	410-632-3070		Snow Hill	MD	US	
Baltimore City Police Dept.	Cpt. Murray		717-965-9964	Baltimore	MD	US	
East Point Police Department	Shawn Edwards	404-391-0672			GA	US	
Brunswick Police Department	Juan Gallon		912-267-5259	Brunswick	GA	US	
Kingsport Police Department	David Carwell	423-229-9315		Kingsport	TN	US	
Virginia Police Dept.	Kevin Hite	856-296-4000	856-297-3389	Wilmington	NC	US	
Williamsport Police Department	Capt. Rudy Bue	570-327-7560		Williamsport	PA	US	
Big Harbor TWP Police Department	Lt. Dave Bailey	609-927-5200		Big Harbor	NJ	US	
Union County Sheriff's Office	Cpl. Stacy Wisand, K9 Supervisor		423-483-3225	Erwin	TN	US	
U.S. Forest Service - North Carolina	Jason Crisp		828-442-2470	Franklin	NC	US	jmcrtsp@fs.fed.us
Washington DC - Dept. of Corrections	K9 Coordinator Terry Wilson		202-436-2859	Washington	DC	US	
Wisconsin County Sheriff's Office	John Alessandro			Salesburg	MD	US	jalessandro@wiscotnecounty.org

Sumter County Sheriff's Dept.	Erak Hayes, K9 Sgt	803-436-2031	Sanford	SC	US
Lee County Sheriff's Office	David Pruvitt, K9 Supervisor	919-342-0145	Sanford	NC	US
Royal St. Vincent & The Grenadines Police Force	Thaddeus McAllister		Kingstown	St. Vincent	BVI
Charles County Sheriff's Dept.	Sgt. Jamie Weaver	301-751-2720	La Plata	MD	US
Moore County Sheriff's Office	Kyle Marsh, K9 Supervisor	910-638-8120	Carthage	NC	US
Federal Reserve Bank - Jacksonville	K9 Supervisor: Ofc. Frank Bell	904-614-9772	Jacksonville	FL	US
Federal Reserve Bank - New Orleans	SSgt. Neil Gonzales	504-593-3397	New Orleans	LA	US
TARHEEL CANINE TRAINING REFERENCE LIST					
US Air Force/Military Working Dog Section	Stewart Hilliard		Lackland AFB	FL	US
Alamance County SO NC	K9 Officer Mike Apple	336-261-8969	Graham	NC	US
Raleigh-Durham International Airport	Carl Nehls	919-840-2620	Raleigh	NC	US
Dalmeir Police Department	Travis Dailam	443-359-2617	Dalmeir	MD	US
L. de W. Security	Tony DeWand	011-311-51-555507			Holland
Rowan County Sheriff's Office	Justin Nelson	704-239-6465	Salisbury	NC	US
Royal Bahamas Police	Marco Hanna		Nassau		Bahamas
Denver Police Department	Brett Tibus	242-323-5461	Denver	CO	US
West Palm Beach Police Department	Mike Anderson	720-641-1080	West Palm Beach	FL	US
Flagler County Fire Department	Kevin Bucek	561-342-3200	Flagler Beach	FL	US
Federal Reserve Bank - Richmond	Jessie Irleson	404-498-8300	Richmond	VA	US
McCracken County	Steve Croft	270-210-6541		KY	US
US Army	Lt. Rodney Jordan, K9 Trainer	899-979-1074	Hagerstown	MD	US
Maryland Dept. of Corrections	Bart Ruppenthal	301-302-1505	Frederick	MD	US
Frederick County Sheriff's Dept.	919-732-9381		Hillsborough	NC	US
Hillsborough Police Department	Ofc. Mark Turner	704-239-2105	Shisbury	NC	US
Salisbury Police Department	Sgt. Stallman	202-610-5282	Nashville	TN	US
US Park Police - Washington, DC	Sgt. Lee Martin	813-481-7239	Kingsport	TN	US
Federal Reserve Bank - Nashville	Kevin Hite	423-229-9315	Chapley	VA	US
Kingsport Police Department	Joe Andrews, K9 Handler	352-382-5093	Chapley	VA	US
US Forest Service - Florida	Adam Mims	804-469-4550	Albemarle	NC	US
Dinwiddie County	Scott Thompson, K9 Handler	830-634-6313	Albemarle	NC	US
Chapley Police Department	Chief Gerald R. Michael	704-984-9500	Blair	VA	US
Albemarle Police Department	Dalton Francis, K9 Handler		St. Cloud	FL	US
Elberta Police Department	Glenn Gilbert	321-228-3640	Alton	IL	US
St. Cloud Police Department	Depp. Chief O'Quinn	618-463-3511	Las Cruces	NM	US
Alton Police Department/Buswest Gateway Transit	Andrew Boyan	505-646-3311	Jacksonville	FL	US
New Mexico State University Police	Det. Brad Shackelford	904-594-2160	Mt. Olive	WV	US
Jacksonville Sheriff's Office	Lt. Charles Collett	304-442-7213	Huttonsville	WV	US
West Virginia Dept. of Corrections/Mt. Olive Correctional Center	Tim Karchbnak, K-9 Handler	717-652-8265			US
Huttonsville Correctional Center					
Susquahanna Twp. Police Dept.					

egilber@stcloud.org

Glynn County Police Dept.	Lt. Robert Putnam	912-594-7833	912-233-1895	Brunswick	GA	US
Lea County Drug Task Force	Agent Chris Kemp	505-631-7011		Hobbs	NM	US
Avery County Sheriff's Office	Cassy Lee K9 Handler		828-387-1071	Newland	NC	US
Laneaster County Sheriff's Dept.	Dep. J.L. Stroud Swat/Parol	830-288-0776		Richmond	SC	US
Richmond Police Dept. - Patrol Division	Rob. Gregory, K-9 Master Trainer	804-690-9710		Richmond	VA	US
Thompson Police Department	John James		706-466-0295	Thompson	GA	US
Eron Police Department	K-9 Officer James Perry		356-516-4091	Eron College	NC	US
TARHEEL CANINE TRAINING REFERENCE LIST						
Swara Twp. Police Dept.	Carol Karchnak, K-9 Handler	717-541-1462				US
KBH Security (Provides Patrol K-9s to Belize Fed. Prison)	Marlon J. Usher, President	011-501-231534		Belize City	Belize	
Madison Police Department	Chris Boyd, K9 Supervisor		608-692-6261	Madison	WI	US
Medina County Sheriff's Dept.	Jonathan Joanson	830-741-6153		Medina	TX	US
Alpharetta Police Department	Mike Schulman		770-480-3670	Alpharetta	GA	US
Lumberton Police Department	Jacques Martin, K9 Interdiction		910-258-5175	Lumberton	NC	US
Whiteville Police Department	Agent Billy Hinz		910-770-7002	Whiteville	NC	US
Reno Police Department	Steve Maynard		775-745-5006	Reno	NV	US
Goochland County Sheriff's Office	Greg Book		804-901-5864		VA	US
Somerset County Police Department	Cpl. Brandi Wilson		443-614-9702	Somerset	MD	US
Easton Police Department	Gordon Lee, K9 Handler		508-230-3322	Easton	MD	US
Gloucester TWP	Jimmy Kealin, K9 Instructor		609-929-5690	Gloucester	NI	US
Golden K9 Protective Services	Eddie O'Driscoll		631-807-0386	New York City	NY	US
Anne Arundel County Sheriff's Office	Jason Jeff		443-336-3444	Annapolis	MD	US
Worcester County Sheriff's Office	Bethany Ramey		443-614-3433		MD	US
Kingstree Police Department	Grant Huckabee		843-373-1486	Kingstree	SC	US
Forsyth County Sheriff's Office	Rodney Pirkle		404-310-0751	Cumming	GA	US
Abbeville Police Department	Ron Bosler		864-380-2038	Abbeville	SC	US
Fort Valley Police Department	Shane Broome		478-542-0886	Fort Valley	GA	US
Pemberton TWP	Boo Eninger, K9 Handler		609-723-3500	Pemberton	NI	US



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEUMAIR, DIETRICH J

Trade Name:

Address: 9 STRANG ROAD
DERBY, CT 06418

Certificate Number: 1116732

Date of Issuance: January 05, 2005

For Office Use Only:

20050105144124010

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

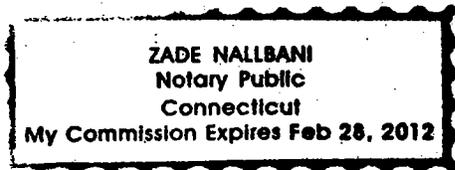
Name of Stock or Shareholder	Home Address
<i>Dietrich Neumahr</i>	<i>9 Strang Rd, Derby, Ct 06418</i>

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: *Dietrich Neumahr*
 Signed: *[Signature]* Title: *owner*
 Print Name: *Dietrich Neumahr* Date: *10-5-09*

Subscribed and sworn before me this <u><i>05</i></u> day of <u><i>10</i></u> , <u><i>2009</i></u>	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)



Zade Nallbani
10-05-09

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
<i>Dietrich Neumahr</i>	<i>9 Strang Rd. Derby, Ct 06418</i>	<i>100</i>

SIGNATURE :

Bill Neumahr

TITLE:

OWNER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

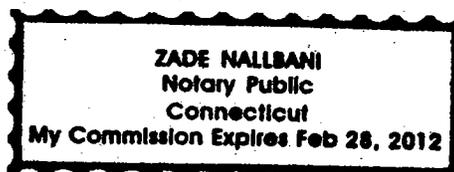
10/05/

OF 20 *09*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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



Zade Nallbani

10-05-09

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

I certify that I am Dietrich Neumahr

of the firm of Dietrich Neumahr

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) *Dietrich Neumahr*

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 10/05 OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

ZADE NALLBANI
Notary Public
Connecticut
My Commission Expires Feb 28, 2012

Zade Nallbani
10-05-09

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title (Print): Dietrich Neumahr

Representative's Signature: [Handwritten Signature]

Name of Company: Dietrich Neumahr

Tel. No.: 203-231-3867 Date: 10-2-09

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

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

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

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

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

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

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

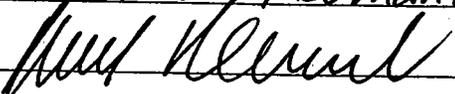
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Dietrich Neumahr

Representative's Signature: 

Name of Company: Dietrich Neumahr

Tel. No.: 203-231-3867 Date: 10-2-09

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: Dietrich Neumahr

Address: 9 Strang Rd, Derby, Ct 06418

Telephone No.: 203-231-3867

Contact Name: Dietrich Neumahr

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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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.

Business Name: Dietrich Neumahr

Address: 9 Strang Rd. Derby, CT 06418

Telephone No.: 203-231-3867

Contact Name: Dietrich Neumahr

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Dietrich Neumahr

SIGNATURE: Will Neumahr DATE: 10-2-09

PRINT NAME: Dietrich Neumahr TITLE: owner

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_cco/compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FED. ID. OR SOCIAL SECURITY: **094-38-1962**

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **1**

4. COMPANY NAME: **Dietrich Neumahr**

5. STREET: **9 Strang Rd.** CITY: **Derby** COUNTY: **New Haven** STATE: **CT** ZIP CODE: **06418**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF ANY, 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: _____

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

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Order No.	DATE RECEIVED	PAID 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-7 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****				
	TOTAL (Cols 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1						1					
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	1	1						1					
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: _____ To: _____

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): **Dietrich Neumahr**

SIGNATURE: *Dietrich Neumahr* TITLE: **owner** DATE: **10/2/09**

17. ADDRESS (NO. & STREET): **9 Strang Rd., Derby** CITY: **New Haven** STATE: **CT** ZIP CODE: **06418** PHONE (AREA CODE, NO. EXTENSION): **203-231-3867**

CITY OF JERSEY CITY

RESOLUTION:

VENDOR:

RESPONDENT'S CHECKLIST

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

HAND DELIVERY REQUEST

FROM: JERSEY CITY POLICE DEPARTMENT
FISCAL BUREAU

DATE : 10/09/09

DELIVERY TO: JEANA ABUAN

DEPARTMENT / DIVISION : EEO / AA OFFICER

ADDRESS: 280 GROVE ST CITY HALL RM 103 JERSEY CITY, NJ 07302

RECEIVED BY: Patricia Castagna HAVE A GREAT DAY

DATE: 10/9/09

PLEASE RETURN SIGNED FORM TO : DEANNA LUDWIG FISCAL DEPT 8 ERIE ST

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

City Clerk File No. _____ Res. 09-904

Agenda No. _____ 10.Z.7

Approved: _____ OCT 28 2009



TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NOWELL, AMOROSO, KLEIN & BIERMAN TO REPRESENT JOSEPH FRANK IN THE MATTER ENTITLED NICOLE DAWSON V. JOSEPH FRANK

WHEREAS, a complaint was filed in Superior Court of New Jersey against Joseph Frank, Chief Animal Control Officer alleging defamation, malicious prosecution, abuse of process and tortuous interference with business relations; and

WHEREAS, it was necessary to engage outside counsel to represent Joseph Frank in this matter; and

WHEREAS, the case has been successfully tried to conclusion and the court dismissed the complaint at the close of Plaintiff's case. However, plaintiff has filed an appeal in the Appellate Division; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$10,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the "Pay-to-Play Law") took effect on January 1, 2006; and

WHEREAS, in March 2009, the City publicly advertised a Request for Qualification (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Nowell, Amoroso, Klein & Bierman submitted a Qualification Statement in response to the City's RFQ; and

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

WHEREAS, the law firm of Nowell, Amoroso, Klein & Bierman 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 Nowell, Amoroso, Klein & Bierman, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Nowell, Amoroso, Klein & Bierman, LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Nowell, Amoroso, Klein & Bierman has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.: 10-14-298-56-000-856.

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

City Clerk File No. Res. 09-904
 Agenda No. 10.Z.7
 Approved: OCT 28 2009
 TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NOWELL, AMOROSO, KLEIN & BIERMAN TO REPRESENT JOSEPH FRANK IN THE MATTER ENTITLED NICOLE DAWSON V. JOSEPH FRANK

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

*J.A.
10/15/09*

1. An agreement is awarded to Nowell, Amoroso, Klein & Bierman to represent Joseph Frank in the matter of Nicole Dawson v. City of Jersey City, et al., for a total amount of \$10,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. No. 10-14-298-56-000-856.


 Peter Soriero, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

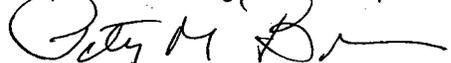
APPROVED 9-0

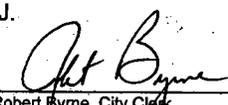
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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

AGREEMENT

This Agreement dated the _____ day of _____, 2009 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Nowell, Amoroso, Klein & Bierman, 155 Polifly Road, Hackensack, New Jersey 07601 (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained to perform legal services and represent Joseph Frank in the appeal of Nicole Dawson v. Joseph Frank, for the period of July 1, 2009 through June 30, 2010.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$10,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month.

C. Special Counsel shall report to the Corporation Counsel when he or she has

billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

D. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, **Special Counsel** shall be paid for services rendered up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

E. This agreement shall not become effective and **Special Counsel** shall provide no services under this agreement until he or she has executed the following documents:

- (1) Minority/Woman Business Enterprise Questionnaire;
- (2) Procurement and Service Contracts, Language "A";
- (3) Mandatory Business Registration.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall

notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for

paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end on

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian O'Reilly
Business Administrator

WITNESS:

Nowell, Amoroso, Klein & Bierman

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jeanne F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall 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): Daniel C. Nowell
Representative's Signature: [Signature]
Name of Company: Nowell Amorsold & Bierman PA
Tel. No.: 201-343-5001
Date: October 20, 2009

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

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

The contractor or subcontractor agrees to make good faith efforts to 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): Daniel C. Nave II

Representative's Signature: Daniel C. Nave II

Name of Company: Nave II Associates LLC/Brian

201343 5001 October 22, 2009 PA

Tel. No.: _____ Date: _____

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : Nowell Amundson Klein Bierman P.A.
Address : 155 Polifly Road Hackensack NJ 07601
Telephone No. : 201 343 5001
Contact Name : Daniel C. Nowell

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 21264

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 of seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2003~~ to ~~15-MAY-2010~~

NOWELL AMOROSO KLEIN RIERMAN, P.A.
155 POLIFLY ROAD
MACKENSACK

NJ 07601



State Treasurer

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 170
TRENTON, NJ 08646-0170

TAXPAYER NAME: **NOWBIS MOROS0 KLEIN BIERMAN, P.A.**

TRADE NAME:

TAXPAYER IDENTIFICATION#: **222-304-0057000**

SEQUENCE NUMBER: **0528683**

ADDRESS: **155 POLIFLY ROAD
HACKENSACK, NJ 07601**

ISSUANCE DATE: **08/03/04**

EFFECTIVE DATE: **07/20/88**

FORM-BRC(08-01)

J.P. S. Teal
Acting Director

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

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

City Clerk File No. Res. 09-905
Agenda No. 10.Z.8
Approved: OCT 28 2009
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OFFICIAL PAYMENTS, INC., FOR CREDIT CARD AND ELECTRONIC PAYMENTS PROCESSING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the Tax Collector has the need to accept property tax payments via credit cards and other electronic means; and

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts for concessions; and

WHEREAS, the City Council approved resolution 09-655 on August 12, 2009, authorizing the use of competitive contracting for this purpose; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and received proposals from Official Payments, Inc and Renaissance Associates; and

WHEREAS, Renaissance Associates did not include the mandated Business Registration Certificate with its proposal and was therefore disqualified; and

WHEREAS, a committee appointed by the Business Administrator, has reviewed the proposal from Official Payments, Inc and prepared a report attached hereto, recommending that the contract be awarded to Official Payments, Inc ; and

WHEREAS, the proposal submitted by Official Payments, Inc will be funded by convenience fees and will be at no cost to the City; and

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

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

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide credit card and electronic payments processing be awarded to Official Payments, Inc.;
- 2) Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the terms and conditions of the City's Request for Proposals document;

R.R.
10-22-09

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OFFICIAL PAYMENTS, INC. FOR CREDIT CARD AND ELECTRONIC PAYMENTS PROCESSING

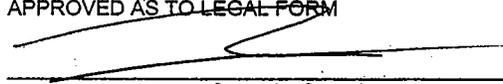
- 3) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) This Agreement shall be subject to the condition that Official Payments, Inc provide 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.
10/21/09

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required
 Not Required

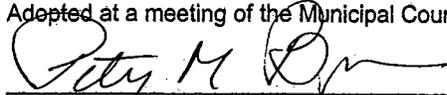
APPROVED 9-0

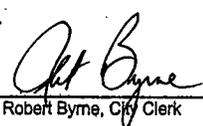
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/28/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TIER TECHNOLOGIES, INC
Trade Name:
Address: 10780 PARKRIDGE BLVD STE 400
RESTON, VA 20191
Certificate Number: 0095998
Effective Date: September 08, 2005
Date of Issuance: October 13, 2009

For Office Use Only:
20091013163926313

****Official Payments Corp. is a wholly owned subsidiary of Tier Technologies, Inc.**

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

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the Form, go to: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 52-2190781	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 199
4. COMPANY NAME Official Payments Corporation		
5. STREET 10780 Parkridge Blvd. #400	CITY Reston	COUNTY Fairfax
	STATE VA	ZIP CODE 20191
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Tier Technologies same		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 199		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

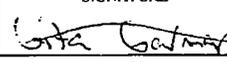
SECTION B - EMPLOYMENT DATA

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 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	63	39	24	0	1	0	4	34	1	0	0	7	16
Professionals	125	55	70	4	6	0	11	34	18	11	0	7	34
Technicians	1	1	0	0	0	0	0	1	0	0	0	0	0
Sales Workers	7	4	3	0	0	0	0	4	1	0	0	0	2
Office & Clerical	3	2	1	1	0	0	0	1	1	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	199	101	98	5	7	0	15	74	21	11	0	14	52
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 10/03/2009 To: 10/16/2009		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Gita Garman	SIGNATURE 	TITLE Human Resources	DATE MO DAY YEAR 10 15 2009
17. ADDRESS NO. & STREET 10780 Parkridge Blvd. #400	CITY Reston	COUNTY Fairfax	STATE VA
	ZIP CODE 20191	PHONE (AREA CODE, NO., EXTENSION) 571 - 382 - 1000	

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

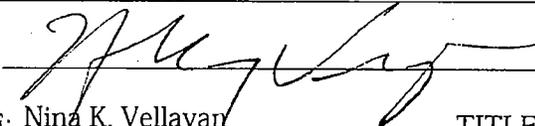
The successful consultant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Official Payments Corp.

SIGNATURE: 

DATE: 10/10/09

PRINT NAME: Nina K. Vellayan

TITLE: Executive Vice President

**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: Official Payments Corp.

Address: 10780 Parkridge Blvd., Suite 400, Reston, VA 20191

Telephone No.: (571) 382-1000

Contact Name: Nina K. Vellayan, Executive Vice President

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Nina K. Vellayan, Executive Vice President

Representative's Signature: _____

Name of Company: Official Payments Corp.

Tel. No.: (571) 382-1000

Date: _____

10/10/09

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

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

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

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

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

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

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

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

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

EXHIBIT A
N.J.S.A. 10:5:31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Services Contracts
(Mandatory Affirmative 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) Nina K. Vellayan, Executive Vice President

Representative's Signature: _____

Name of Company: Official Payments Corp.

Telephone Number: (571) 382-1000

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Discovery Group I, LLC	191 N. Wacker Drive, Suite 1685, Chicago, IL 60606	12.89
Wells Capital Management, Inc.	525 Market St., 10th Floor, San Francisco, CA 94105	11.25

SIGNATURE :

[Handwritten Signature]
Dina K. Jolleyen

TITLE:

Executive Vice President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 1 OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

Virginia

MY COMMISSION EXPIRES: 2012

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

[Handwritten Signature]



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

I certify that I am Nina K. Vellayan, Executive Vice President
of the firm of Official Payments Corp.

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent) *Nina K. Vellayan*
Nina K. Vellayan

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY *October 12* OF 20*09*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF *Virginia*
MY COMMISSION EXPIRES: *2012*

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



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

City Clerk File No. Res. 09-906

Agenda No. 10.Z.9

Approved: OCT 28 2009

TITLE:



RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE COUNTY OF HUDSON TO ENTER ONTO THE CITY CONTROLLED PROPERTY LOCATED AT THE INTERSECTIONS OF MILL ROAD AND WAYNE STREET; WAYNE STREET AND CORNELISON AVENUE; AND MILL ROAD AND ACADEMY STREET

WHEREAS, the City of Jersey City (City) controls the real properties which are the public rights of way located at the intersections of Mill Road and Wayne Street, Wayne Street and Cornelison Avenue, and Mill Road and Academy Street (Property); and

WHEREAS, Resolution 09-436 approved on June 17, 2009 authorized a License Agreement with the County of Hudson (County) to enter the Property for the purpose of installing and operating three (3) traffic signals; and

WHEREAS, the License Agreement took effect August 3, 2009 and expires on October 31, 2009; and

WHEREAS, the County is in the process of preparing a petition and franchise ordinance authorizing the permanent placement on the Property of the three (3) traffic signals which will be owned and controlled by the County; and

WHEREAS, it is necessary to extend the License Agreement with the County for an additional sixty (60) days because the franchise ordinance is not yet adopted.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the License Agreement with the County of Hudson affecting the real property located at the intersections of Mill Road and Wayne Street, Wayne Street and Cornelison Avenue, and Mill Road and Academy Street is extended for an additional sixty (60) days effective as of November 1, 2009.

RR/cw

APPROVED: *B. O'Neil*
 APPROVED: *B. O'Neil*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

2009122

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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. 09-907

Agenda No. 10.7.10

Approved: OCT 28 2009

TITLE:

**RESOLUTION AUTHORIZING THE ACCEPTANCE
OF A GRANT AWARD FROM THE HUDSON
COUNTY OPEN SPACE TRUST FUND FOR
COLUMBIA PARKS IMPROVEMENTS**



**COUNCIL
of the following resolution:**

offered and moved adoption

WHEREAS, the City of Jersey City ("City") was designated to receive \$100,000 from the Hudson County Open Space Trust Fund; and

WHEREAS, the City of Jersey City would like to accept the funds from the Hudson County Open Space Trust for the purposes of acquiring, preserving and maintaining open space within the City; and

WHEREAS, this grant will assist in increasing the availability of recreational resources through open space acquisition and conservation, and development; and

WHEREAS, the Columbia Park Improvements and renovations will include removal and replacement of existing play equipment, new lighting, asphalt, concrete curb replacement, chain-line fence, drainage, street curb, interior curb and concrete foundation making the park ADA compliant; and

WHEREAS, the toddler playground at Columbia Park will be completely overhauled and renovated; and

WHEREAS, the acceptance of this grant will enhance efforts by the City of Jersey City to create recreational resources for the residence and tourist of Jersey City.

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

1. Jerramiah T. Healy, Mayor and/or Brian O'Reilly, Business Administrator, are hereby authorized to execute a contract and/or grant agreement with the Hudson County Open Space Trust Fund Grant Program; and

2. The Office of Management and Budget is authorized to establish an account in the amount of \$100,000 for the Columbia Park Improvements.

TITLE:

**RESOLUTION AUTHORIZING THE ACCEPTANCE
 OF A GRANT AWARD FROM THE HUDSON
 COUNTY OPEN SPACE TRUST FUND FOR
 COLUMBIA PARKS IMPROVEMENTS**

APPROVED: *Donna Marie*
 APPROVED: *B. O'Neil*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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. 09-908
 Agenda No. 10.7.11
 Approved: OCT 28 2009
 TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND FOR BERRY LANE PARK LAND EXPANSION

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

WHEREAS, On August 14, 2008 the City of Jersey City ("City") was designated to receive \$1,200,000 from the Hudson County Open Space Trust Fund; and

WHEREAS, the City of Jersey City would like to accept the funds from the Hudson County Open Space Trust for the purposes of acquiring, preserving and maintaining open space within the City; and

WHEREAS, this grant will assist in increasing the availability of recreational resources through open space acquisition and conservation, and development; and

WHEREAS, the land to be acquired consist of approximately 3.4 acres located at 417 Communipaw Avenue and identified as Block 2040, Lot(s) C17,C4,7,8,11A,12A and 13 collectively known as the Jersey City Berry Lane Park Expansion; and

WHEREAS, the acceptance of this grant will enhance efforts by the City of Jersey City to create recreational resources for the residence and tourist of Jersey City.

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

1. Jerramiah T. Healy, Mayor and/or Brian O'Reilly, Business Administrator, are hereby authorized to execute a contract and/or grant agreement with the Hudson County Open Space Trust Fund Grant Program; and

2. The Office of Management and Budget is authorized to establish an account in the amount of \$1,200,000 for the Berry Lane Park Expansion project.

APPROVED: *Anna Hauer*
 APPROVED: *B O'Reilly*
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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. 09-909
 Agenda No. 10.Z.12
 Approved: OCT 28 2009
 TITLE:



CANCELLATION OF 2002-2003 REAL ESTATE TAXES ON BLOCK 910 LOT 18.A ALSO KNOWN AS 786 TONNELE AVENUE OWNED BY NEW JERSEY TRANSIT

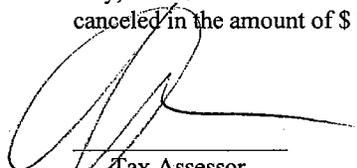
COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, the property located at Block 910 Lot 18.A owned by New Jersey Transit was inadvertently assessed for the 2002-2003 tax years; and

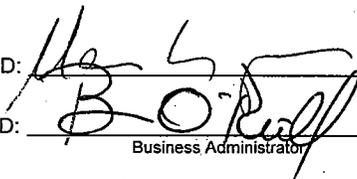
WHEREAS, the property still shows open and should be exempt according to the Tax Assessor; and

WHEREAS, the Tax Collector's files still indicates a lien was placed on the property in 2002 for the tax years and the Tax Collector would like to cancel certificate # 330720 in the amount of \$ 7,161.32 ; and

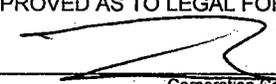
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that certificate # 330720 on Block 910 Lot 18.A also known as 786 Tonnele Avenue is hereby canceled in the amount of \$ 7,161.32.



 Tax Assessor

APPROVED: 

 Business Administrator

APPROVED AS TO LEGAL FORM


 Corporation Counsel

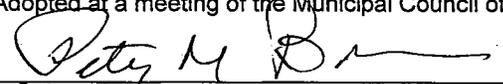
Certification Required
 Not Required

APPROVED 9-0

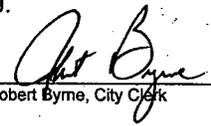
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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

Peggy / AL

005789

01 JUN -5 PM 12:11

RECEIVED AND RECORDED Deed

Barbara R. Donnelly
HUDSON COUNTY
REGISTER OF DEEDS

PLS

This Deed is made on May 24, 2001
BETWEEN
Nector F. Perez
Edith Z. Perez, h/w
whose post office address is
38 Lembeck Ave.
Jersey City, NJ 07307

(include Soc. Sec. No.)
130-38-0289
183-84-2719

referred to as the Grantor,
AND
New Jersey Transit Corporation, an instrumentality of the State of New Jersey

(include Soc. Sec. No.)

whose post office address is
One Penn Plaza East
Newark, NJ

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$98,188.00 (Ninety-Six Thousand One Hundred Ninety-Eight Dollars and No Cents). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:13-1.1) Municipality of Jersey City
Block No. 910 Lot No. 18A & 19A Qualifier No. Account No.
 No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

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

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)
Being the same premises conveyed to:

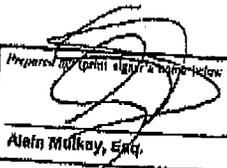
LOT 18A BLOCK 910
Nector F. Perez and Edith Z. Perez, his wife by deed from Eduardo Cumana and Enarcela M. Cumana, his wife, dated May 18, 1984, recorded May 21, 1984, in the Hudson County Clerk's Office, in Deed book 3413, Page 594.

LOT 19A BLOCK 910
Nector F. Perez and Edith Z. Perez, his wife by deed from Morris L. Ziskind and Rebecca Ziskind, his wife, dated November 7, 1986 in the Hudson County Clerk's Office, in Deed book 3542, Page 29.

A COPY OF THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE

R&R
NIA/Lawyers Title Agency LLC
1544 Kuser Road, Suite C5
Trenton, N.J. 08619

LOI-40490

Prepared by (print name) (print name) before signature)

Alain Mulkey, Esq.

(For Recorder's Use Only)

County	State	A.P.R.E.F.	Total
0.00	0.00	0.00	0.00
Date: 06/05/2001			

BK 58 | 4 PC 0 08

103 - Deed - Gargala and Sale
Gov. to Director's Act - Ind. to Ind. or Corp.
Meta Language Rev. 1990 18/00

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A Division of ALL-STATE International, Inc.
(800) 272-0309 Page 1

~~Baron~~

CHARGE

103 - Deed - Grant and Sale (Conveyance to Grantor's Act)
COM: to IND. OR CORP - Main Language

Prepared by: (Print preparer's name below signature)
Barbara S. Goldsmith, Esq.
Barbara S. Goldsmith, Esq.

Parcel 103

00009024 RECEIVED
AND RECORDED DEED
08/27/2003 10:57A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 119753

This Deed is made on **July 24**, 2003,

BETWEEN

NEW JERSEY TRANSIT CORPORATION,
an instrumentality of the State of New Jersey

whose address is One Penn Plaza East, Newark, New Jersey 07105,
the Grantor, referred to as

AND

NEW JERSEY DEPARTMENT OF TRANSPORTATION

whose address is 1035 Parkway Avenue, Trenton, New Jersey 08625
the Grantee, referred to as

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of _____

ONE (\$1.00) DOLLAR

The Grantor acknowledges receipt of this money.

Tax Map Reference: (N.J.S.A. 46:15-2.1) Municipality of Jersey City, Hudson County
Block No. 910, Lots 18A and 19A, Account No.

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

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

The legal description is: SEE ATTACHED "SCHEDULE A".

BEING the same premises conveyed to the Grantor herein by Deed from Nestor F. Perez and Edith Z. Perez, his wife, dated May 24, 2001, and recorded on June 8, 2001, in the Hudson County Register's Office, in Deed Book 5814, Page 8.

The street address of the Property is: 704-786 Tonhalle Avenue, Jersey City, New Jersey

BK#07116		PG#00312	
Consideration: \$0.00		Exempt Code: E	
County	State	W.P.N.R.F.	Total
0.00	0.00	0.00	0.00
	Public	Extra	
	0.00	0.00	
Fee	Date: 08/27/2003		

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

City Clerk File No. Res. 09-910
 Agenda No. 10.7.13
 Approved: OCT 28 2009



TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR BROWNFIELDS ECONOMIC DEVELOPMENT INITIATIVE FUNDS FOR THE TRAMZ HOTEL AT LIBERTY HARBOR NORTH AND AUTHORIZING A CONTRACT WITH STATUE OF LIBERTY HARBOR NORTH REDEVELOPMENT UR LLC

WHEREAS, the U.S. Department of Housing and Urban Development issued a Notice of Funding Availability (NOFA) for Brownfields Economic Development Initiative funds (BEDI); and

WHEREAS, the City applied for and has been awarded \$1.9 million in BEDI funds for the Tramz Hotel at Liberty Harbor North; and

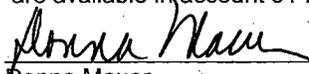
WHEREAS, the BEDI grant will be used for acquisition, remediation and other development related expenses for the construction of the hotel; and

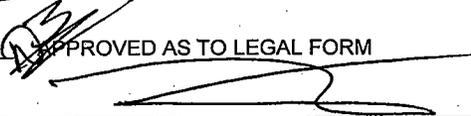
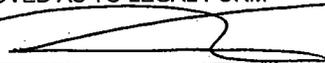
WHEREAS, the BEDI grant must be entirely withdrawn and expended for approved uses by January 31, 2011.

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

1. The Mayor or Business Administrator is hereby authorized to accept and execute the BEDI Grant Agreement.
2. The Mayor or Business Administrator is hereby authorized to execute Agreements, Mortgages, Notes and such other documents deemed necessary to secure loans and grants under the BEDI grant.
3. The Mayor or Business Administrator is hereby authorized to execute A contract with Statue of Liberty Harbor North Redevelopment UR LLC.

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$1,900,000 are available in account 51-200-56-853-901.


 Donna Mauer
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM 
 APPROVED:  Business Administrator  Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
 10/28/09

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.


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to 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.

FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR BROWNFIELDS ECONOMIC DEVELOPMENT INITIATIVE FUNDS FOR THE TRAMZ HOTEL AT LIBERTY HARBOR NORTH AND AUTHORIZING A CONTRACT WITH STATUE OF LIBERTY HARBOR NORTH REDEVELOPMENT UR LLC

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:

Development of a 300 plus room Class A, full-service hotel with the Hilton brand.

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Job creation opportunities.

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

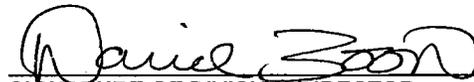
\$88,000,000.00 (Development Costs)	\$8,000,000.00 (Sec. 108 Loan)
\$22,000,000.00 (Furniture and Fixtures)	\$1,900,000.00 (BEDI)

IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

OCTOBER 2009

ANTICIPATED COMPLETION DATE:

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

10/23/09
DATE


SIGNATURE OF DEPARTMENT DIRECTOR

10-23-09
DATE

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

City Clerk File No. Res. 09-911
 Agenda No. 10.Z.14
 Approved: OCT 28 2009
 TITLE:



RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL ON TUESDAY, NOVEMBER 10, 2009 AT 5:00 P.M. TO DISCUSS PENDING LITIGATION AND MATTERS WITHIN THE ATTORNEY CLIENT PRIVILEGE (SIXTH STREET EMBANKMENT)

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

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold a closed session to discuss matters within the attorney client privilege; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss matters within the attorney-client privilege, including, but not limited to the Sixth Street Embankment Litigation filed by certain LLCs known as 212 Marin Boulevard, 247 Manila Avenue, 317 Jersey Avenue, 354 Cole Street, 389 Monmouth Street, 415 Brunswick Street and 446 Newark Avenue, litigation in New Jersey and litigation filed on behalf of the City of Jersey City before the federal Surface Transportation Board; and

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

1. A closed caucus of the Council will be held on Tuesday, November 10, 2009 at 5:00 p.m. to discuss matters within the attorney-client privilege. The meeting will take place in the Efrain Rosario Memorial Council Caucus Room, second Floor, City Hall.
2. That the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired such release.

APPROVED: _____
 APPROVED: B. O'Keilly
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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
 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. 09-912
 Agenda No. 10.Z.15
 Approved: OCT 28 2009
 TITLE: _____



RESOLUTION REAPPOINTING ALBERTO ANTON AS A CIVIC MEMBER OF THE ECONOMIC DEVELOPMENT CORPORATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Peter M. Brennan, Council President, by letter dated October 26, 2009, has advised the City Clerk that he would like to reappoint **Alberto Anton** of 250 Terrace Avenue, Jersey City, New Jersey, as a **Civic Member** of the **Economic Development Corporation** and requests the advice and consent of council to this appointment. Mr. Anton's appointment will commence on upon the adoption of this resolution and expire on October 14, 2011.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **Alberto Anton** is hereby reappointed as a **Civic Member** of the **Economic Development Corporation**, for the abovementioned term.

APPROVED: _____

APPROVED: B O'Reilly
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/28/09											
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
 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. 09-913

Agenda No. 10.2.16

Approved: OCT 28 2009



TITLE: A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FLEET STREET FROM OAKLAND AVENUE TO BALDWIN AVENUE BEGINNING 9:00 A.M. AND ENDING 9:00 P.M. TUESDAY, NOVEMBER 3, 2009 AT THE REQUEST OF THE HUDSON COUNTY DEMOCRATIC ORGANIZATION FOR PUBLIC SAFETY REASONS TO ACCOMMODATE THE OVERFLOW AT CAMPAIGN HEADQUARTERS ON OAKLAND AVENUE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Hudson County Democratic Organization to close Fleet Street from Oakland Avenue to Baldwin Avenue beginning 9:00 a.m. and ending 9:00 p.m. Tuesday, November 3, 2009 for Public Safety Reasons to accommodate the overflow at Campaign Headquarters on Oakland Avenue; and

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

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

WHEREAS, the request to close Fleet Street does not meet one or more of the requirements set forth in Section 296-71 (B)(C); 296-72(2) and 296-73(D) therefore, the following requirement is being waived: the street closure has been requested by a non-resident of Fleet Street and the street closure will begin an hour earlier than the permitted time; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71; 296-72 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Fleet Street from Oakland Avenue to Baldwin Avenue beginning 9:00 a.m. and ending 9:00 p.m. on Tuesday, November 3, 2009.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: B. O'Keefe
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0
10/28/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10/28/09							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk