

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

City Clerk File No. Res. 09-938

Agenda No. 10.A

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the 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 \$303,169,303.

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 |
|--------|-----------------------------------|------------|------------|
| 20-104 | MAYOR'S ACTION BUREAU OE | 800 | 2,000 |
| 20-106 | COMMUNICATIONS OE | 2,200 | 3,200 |
| 20-109 | RISK MANAGEMENT OE | 1,525 | 2,025 |
| 20-155 | LAW OE | 500,000 | 550,000 |
| 20-170 | HEDC DIRECTOR OE | 10,225 | 15,675 |
| 22-195 | CONSTRUCTION CODE OE | 50,000 | 76,500 |
| 22-196 | TENANT LANDLORD RELATIONS OE | 7,400 | 10,050 |
| 27-360 | COMMUNITY DEVELOPMENT OE | 1,250 | 2,750 |
| 22-197 | COMMERCE OE | 14,500 | 21,125 |
| 22-171 | ECONOMIC DEVELOPMENT OE | 2,175 | 4,350 |
| 21-180 | CITY PLANNING OE | 4,175 | 8,150 |
| 22-198 | HOUSING CODE ENFORCEMENT OE | 16,500 | 28,898 |
| 21-181 | PLANNING BOARD | 40,825 | 61,650 |
| 21-185 | BOARD OF ADJUSTMENT | 22,325 | 48,135 |
| 21-175 | HISTORIC DISTRICT COMMISSION | 100 | 200 |
| 21-186 | ZONING OFFICER OE | 5,900 | 11,550 |
| 25-260 | AMBULANCE SERVICE | 1,744,000 | 2,644,000 |
| 30-415 | ACCUMULATED ABSENCES | 2,000,000 | 3,500,000 |
| 31-433 | OFFICE SERVICES | 543,050 | 818,050 |
| 31-434 | GASOLINE | 400,000 | 700,000 |
| 26-305 | JERSEY CITY INCINERATOR AUTHORITY | 14,500,000 | 16,000,000 |
| 30-471 | PRIOR YEAR BILLS | 13,711 | 15,470 |
| 43-490 | MUNICIPAL COURT OE | 162,975 | 190,465 |
| | CCTV | 3,903,063 | 3,902,813 |
| | JUSTICE ASSISTANCE GRANT (JAG) | 0 | 444,909 |

Continuation of Resolution _____

City Clerk File No. Res. 09-938

Agenda No. 10.A

NOV 24 2009

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

APPROVED: *Kathleen D. Dealy*
APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

APPROVED 7-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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. 09-939

Agenda No. 10.B

Approved: NOV 24 2009

TITLE:



RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2010.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, *et seq.*).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when one regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

TITLE: **NOV 24 2009**

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.

- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

NOV 24 2009

TITLE:

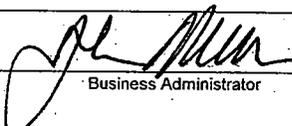
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2010:

| CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2010 | |
|---|--|
| Caucuses - Mondays - 5:30 p.m. (unless otherwise designated) | Meetings - Wednesdays - 6:00 p.m. (unless otherwise designated) |
| January 11 January 25 | January 13 January 27 |
| February 08 February 22 | February 10 February 24 |
| March 08 March 22 | March 10 March 24 |
| April 12 April 26 | April 14 April 28 |
| May 10 May 24 | May 12 May 26 |
| June 07 June 21 | June 09 June 23 |
| JULY 1 - THURSDAY - 10:00 A. M. | |
| July 12 10:00 a.m. | July 14 10:00 a.m. |
| August 02 10:00 a.m. August 23 10:00 a.m. | August 04 6:00 p.m. August 25 10:00 a.m. |
| September 13 September 27 | September 15 September 29 |
| October 12 - TUESDAY October 25 | October 13 October 27 |
| November 08 November 22 | November 10 November 23 - TUESDAY |
| December 13 | December 15 |

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

 _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

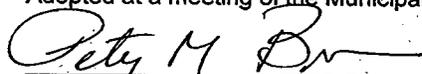
APPROVED 8-0

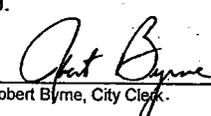
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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. 09-940

Agenda No. 10.C

Approved: NOV 24 2009



TITLE: RESOLUTION AUTHORIZING (1) THE EXECUTION OF A MEDIATION AGREEMENT WITH SLH LIMITED LIABILITY CORPORATIONS RELATING TO THE SIXTH STREET EMBANKMENT AND (2) AN AGREEMENT WITH JAMES R. ZAZZALI, ESQ TO MEDIATE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, a group of Limited Liability Corporations [referred to collectively as SLH] hold deeds to certain property termed herein the 6th St. Embankment [the Property] from Consolidated Rail Corporation [Conrail], portions of which Property are listed on the New Jersey State Register of Historic Places and eligible for listing on the National Register of Historic Places; and

WHEREAS, Conrail did not obtain an authorization from the Surface Transportation Board [STB] prior to sale of the property either for abandonment or transfer, which authorization is believed to be needed if the Property is part of a line of railroad subject to STB jurisdiction; and

WHEREAS, litigation ensued, including litigation over Conrail's failure to obtain an STB authorization, as to whether STB has abandonment jurisdiction; whether the attempt to purchase was lawful under federal or state law, and over numerous other state and local issues, arising from proceedings before the Planning Board, Zoning Board of Adjustment, and Historic Preservation Commission all of the city of Jersey City; and also including claims by SLH that their civil rights have been violated; and

WHEREAS, Rails to Trails Conservancy and the Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition are involved in the federal litigation on the side of the City, while Consolidated Rail Corporation is involved in the federal litigation and some of the state litigation and local proceedings on the side of SLH; and

WHEREAS, in these proceedings SLH seeks quiet title and repose as to their ownership of the Property, and rights to the development of the property, including relief from historic preservation restrictions, and from proposals that may otherwise restrict its use as a rail transportation corridor, a public greenway, and public open space and park land; and

WHEREAS, the City seeks the Property for preservation and development as a transportation corridor for rail, including light rail, purposes, and for establishment of a contiguous greenway on the Property (including for public open space and park land), and for historic preservation of those portions of the property listed on the State Register and eligible for the National Register; and

WHEREAS, it may be possible to achieve the goals and purposes of SLH, Conrail, City, RTC and Coalition and settle the entire matter through mediation of their differences and voluntary agreement; and

WHEREAS, the parties are agreeable to undertaking voluntary mediation without a stay of federal litigation; and

WHEREAS, any proposed settlement, which could take the form of money payments or development rights or a combination thereof, may be subject to further reviews, proceedings and ultimate approvals by one or more parties, which approvals are in no way assured, and which in the case of the City will be subject to such legislative or administrative action as is required by law; and

WHEREAS, the City Council will receive an update on the status of the mediation within 45 days of the adoption of this resolution; and

Agenda No. Res. 09-940

Approved 10.C NOV 24 2009

TITLE: **RESOLUTION AUTHORIZING (1) THE EXECUTION OF A MEDIATION AGREEMENT WITH SLH LIMITED LIABILITY CORPORATIONS RELATING TO THE SIXTH STREET EMBANKMENT AND (2) AN AGREEMENT WITH JAMES R. ZAZZALI, ESQ TO MEDIATE**

WHEREAS, James R. Zazzali, a former Chief Justice of the Supreme Court of the State of New Jersey and eminently qualified to oversee the mediation, has agreed to conduct the mediation at his reduced public service rate of \$580.00 an hour, estimating approximately 40 hours or \$25,000, with the costs to be shared equally between SLH/Conrail and the City on behalf of itself and its aligned parties; and

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

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

WHEREAS, James R. Zazzali, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit James R. Zazzali, Esq. from making any reportable contributions during the term of the contract; and

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

WHEREAS, James R. Zazzali, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, there are sufficient funds in Account No.: 10-01-201-20-155-312 to fund the City's obligations by the within resolution or \$12,500.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF JERSEY CITY that:

1. An agreement to refer the 6th Street Embankment matters to mediation to address all relevant issues between the parties and designating James R. Zazzali as mediator, is hereby approved.
2. The Mayor or Business Administrator is authorized to execute both a mediation agreement with all parties and the mediator James R. Zazzali.
3. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deem appropriate or necessary.

I hereby certify that funds are available in Account No. No. 10-01-201-20-155-312. *PO 98624*

APPROVED: *JM/he/ms*

Donna Maurer
Donna Maurer, Chief Financial Officer
APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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. 09-941
 Agenda No. 10.D
 Approved: NOV 24 2009



TITLE: RESOLUTION AUTHORIZING THE APPOINTMENT OF TWELVE TEMPORARY JUDGES IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Hon. Maurice J. Gallipoli, AJSC, needs to assign temporary Judges to cover Municipal Court in the event of an unforeseen emergency or to replace a permanent Judge who is sick or on vacation; and

WHEREAS, such temporary Judges will be paid at the rate of \$250 (two hundred and fifty dollars) per session; and

WHEREAS, the Hon. Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council, that he has appointed the following judges to serve as temporary Judges in the Jersey City Municipal Court:

1. Frank T. Carpenter;
2. Cheryl S. Cashman;
3. Amarilis Albuernme Diaz;
4. Norman A. Doyle;
5. Nino F. Falcone;
6. Cataldo F. Fazio;
7. Frank M. Leanza;
8. Kenneth J. Lindenfesler;
9. Sixto L. Macias;
10. Julio C. Morejon;
11. Lilia A. Munoz;
12. Joseph J. Romano; and

WHEREAS, these judges are qualified to serve; and

WHEREAS, the appointments require the advise and consent of the Municipal Council; and

WHEREAS, there are \$4,000 funds in Account # 01-201-43-490-312 to pay for the cost of the within agreements.

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

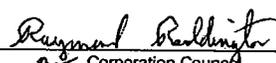
1. The appointment of Frank T. Carpenter, Cheryl S. Cashman, Amarilis Albuernme Diaz, Norman A. Doyle, Nino F. Falcone, Cataldo F. Fazio, Frank M. Leanza, Kenneth J. Lindenfesler, Sixto L. Macias, Julio C. Morejon, Lilia A. Munoz and Joseph J. Romano as temporary Judges of the Municipal Court of the City of Jersey City for a one (1) year term to commence on the date of the within resolution and expire one year thereafter, is hereby approved.

JM/he
11/18/09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

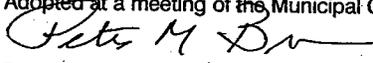
APPROVED 8-0
11/24/09

| 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 | ABSENT | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-942

Agenda No. 10.E

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 713 GARFIELD AVENUE A/K/A BLOCK 1485, LOT 46

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, Valerie Morris, owner of 713 Garfield Avenue a/k/a Lot 46 in Block 1485, participated in the City of Jersey City's (City) First Time Homebuyer Program; and

WHEREAS, the owner(s) received from the City a \$60,000.00 loan on August 9, 2000 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, the City's loan was recorded as a second mortgage on the property; and

WHEREAS, the owner desires to refinance the first mortgage in order to obtain lower monthly mortgage payments and additional loan funds; and

WHEREAS, the new lender, JP Morgan Chase Bank, N.A., requires that the City's mortgage be made subordinate to its loan; and

WHEREAS, the amount of the new first mortgage is \$132,357.00, and the City's lien will remain in second lien position; and

WHEREAS, the City by its Division of Community Development has reviewed the appraisal report and calculated the maximum allowable refinance amount for the property and has determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgements or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 713 Garfield Avenue, Jersey City also known as Block 1485, Lot 46 to the interests of the new first mortgage of JP Morgan Chase Bank, N.A.

IGW/mw
11-17-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

2099129

Certification Required

Not Required

APPROVED 8-0

11/24/09

| 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 | ABSENT | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-943
 Agenda No. 10.F
 Approved: NOV 24 2009
 TITLE: _____



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 524 GARFIELD AVENUE A/K/A BLOCK 1466, LOT O.6

COUNCIL
 resolution:

offered and moved adoption of the following

WHEREAS, on July 3, 2003, Laura Raymond (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 \$6,000.00 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 HORP program allows a homeowner to pay off the mortgage prior to the expiration of the five (5) years; and

WHEREAS, the mortgage affects property known as 524 Garfield Avenue, Jersey City, also known as Lot O.6 in Block 1466; 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 Laura Raymond dated July 3, 2003 in the sum of \$6,000.00 affecting 524 Garfield Avenue, Jersey City, also known as Lot O.6 in Block 1466.

IW/mw
 11-17-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

9 9 1 2 7

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| 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. 09-944

Agenda No. 10.6

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 84 WARNER AVENUE A/K/A BLOCK 1352, LOT 8

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 5, 2006, Ingrid Gaynor (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 \$1,920.00 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 HORP program allows a homeowner to pay off the mortgage prior to the expiration of the five (5) years; and

WHEREAS, the mortgage affects property known as 84 Warner Avenue, Jersey City, also known as Lot 8 in Block 1352; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$768.00 which is the loan pay off amount; and

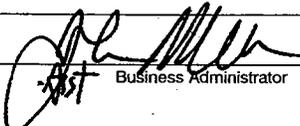
WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

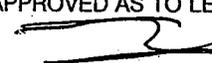
NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Ingrid Gaynor dated January 5, 2006 in the sum of \$1,920.00 affecting 84 Warner Avenue, Jersey City, also known as Lot 8 in Block 1352.

IW/mw
11-16-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

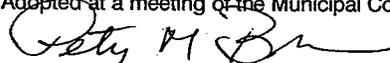
20099126

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|---------------|-----|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-945

Agenda No. 10.H

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$757,822.62 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

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

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

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

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

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

These settlements will result in a refund and/or credit in the amount of \$757,822.62.

MAM/mw
11-17-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

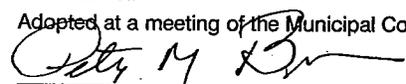
NOV 20 9 12 5

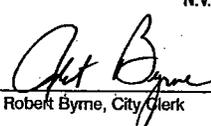
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| 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

| Block | Lot | Tax Years | TaxPayer Owner | Property Address | Present Assessment | Settled Assessment | Assessment Reduction | Refund |
|-------|-------|-----------|---------------------------|------------------------------|--------------------|--------------------|----------------------|-------------|
| 980 | 1.A | 2007 | Occidental Chemical Corp. | Carroll Avenue | \$551,300 | \$370,400 | \$180,900 | \$10,038.14 |
| 980 | 9.B | 2007 | Occidental Chemical Corp. | 639 Tonelle Avenue | \$29,400 | \$29,400 | \$0 | \$0.00 |
| 980 | 10.B | 2007 | Occidental Chemical Corp. | 641 Tonelle Ave | \$28,400 | \$28,400 | \$0 | \$0.00 |
| 980 | 11.B | 2007 | Occidental Chemical Corp. | Tonelle Ave | \$27,800 | \$27,800 | \$0 | \$0.00 |
| 1863 | 43.99 | 2008 | MKL International | 2815 Kennedy Blvd. | \$1,500,000 | \$1,400,000 | \$100,000 | \$77,728.00 |
| 980 | 12.B | 2008 | Occidental Chemical Corp. | Tonelle Ave. | \$27,400 | \$27,400 | \$0 | \$0.00 |
| 980 | 13.B | 2008 | Occidental Chemical Corp. | 1373 Broad Street, Suite 204 | \$26,800 | \$26,800 | \$0 | \$0.00 |
| 981 | 1.A | 2008 | Occidental Chemical Corp. | 205-207 Bleecker Street | \$54,400 | \$54,400 | \$0 | \$0.00 |
| 981 | A.2 | 2008 | Occidental Chemical Corp. | 661-671 Tonelle Ave | \$1,040,900 | \$450,000 | \$590,900 | \$32,806.77 |
| 981 | 3 | 2008 | Occidental Chemical Corp. | 209-211 Bleecker Street | \$40,000 | \$40,000 | \$0 | \$0.00 |

007 # 2 ANI

| Block | Lot | Tax Years | TaxPayer Owner | Property Address | Present Assessment | Settled Assessment | Assessment Reduction | Refund |
|-------|-------|-----------|---------------------------|-------------------------|--------------------|--------------------|----------------------|--------------|
| 981 | 13.A | 2008 | Occidental Chemical Corp. | 659 Tonnelle Ave | \$37,500 | \$37,500 | \$0 | \$0.00 |
| 981 | 15.A | 2008 | Occidental Chemical Corp. | 655 Tonnelle Ave | \$37,000 | \$37,000 | \$0 | \$0.00 |
| 981 | 35 | 2008 | Occidental Chemical Corp. | 213 Bleecker Street | \$16,000 | \$16,000 | \$0 | \$0.00 |
| 980 | 1.A | 2008 | Occidental Chemical Corp. | Tonnelle Ave. | \$551,300 | \$267,800 | \$283,500 | \$15,739.92 |
| 1405 | C | 2008 | Catherine Norse, LLC | 6 Catherine Court | \$1,590,400 | \$1,300,000 | \$290,400 | \$72,176.00 |
| 15 | 24 | 2008 | G & S Investors JC Ltd | 430 Marin Blvd | \$2,157,000 | \$1,957,000 | \$200,000 | \$108,652.64 |
| 735 | B.1 | 2008 | Locon Properties Inc | 232-246 Central Avenue | \$1,000,000 | \$835,000 | \$165,000 | \$46,359.20 |
| 1863 | 43.99 | 2009 | MKL International | 2815 Kennedy Blvd. | \$1,500,000 | \$1,330,000 | \$170,000 | \$79,813.30 |
| 15 | 24 | 2009 | G & S Investors JC LTD | 430 Marin Blvd | \$2,157,000 | \$1,917,000 | \$240,000 | \$115,039.17 |
| 980 | 1.A | 2009 | Occidental Chemical Corp | 661-671 Tonnelle Avenue | \$551,300 | \$227,800 | \$323,500 | \$19,413.24 |

NOV 24 2009

| Block | Lot | Tax Years | TaxPayer Owner | Property Address | Present Assessment | Settled Assessment | Assessment Reduction | Refund |
|-------|------|-----------|---------------------------|-------------------------|--------------------|--------------------|----------------------|-------------|
| 981 | A.2 | 2009 | Occidental Chemical Corp. | 661-671 Tonnelle Avenue | \$1,040,900 | \$350,000 | \$690,900 | \$41,460.91 |
| 981 | A.2 | 2007 | Occidental Chemical | 661-671 Tonnelle Avenue | \$1,040,900 | \$744,000 | \$296,900 | \$16,474.98 |
| 981 | 38 | 2008 | Occidental Chemical | 219-221 Bleecker Street | \$43,100 | \$43,100 | \$0 | \$0.00 |
| 981 | 38 | 2009 | Occidental Chemical | 219-221 Bleecker Street | \$43,100 | \$43,100 | \$0 | \$0.00 |
| 981 | 15.A | 2009 | Occidental Chemical | 655 Tonnelle Avenue | \$37,000 | \$37,000 | \$0 | \$0.00 |
| 981 | 35 | 2009 | Occidental Chemical | 213 Bleecker Street | \$16,000 | \$16,000 | \$0 | \$0.00 |
| 981 | 3 | 2009 | Occidental Chemical | 209-211 Bleecker Street | \$40,000 | \$40,000 | \$0 | \$0.00 |
| 981 | 13.A | 2009 | Occidental Chemical | 659 Tonnelle Avenue | \$37,500 | \$37,500 | \$0 | \$0.00 |
| 981 | 1.A | 2009 | Occidental Chemical | 205-207 Bleecker Street | \$54,400 | \$54,400 | \$0 | \$0.00 |
| 980 | 13.B | 2009 | Occidental Chemical | Tonnele Avenue | \$26,800 | \$26,800 | \$0 | \$0.00 |

07 4 2 2 11 11 11

| Block | Lot | Tax Years | TaxPayer Owner | Property Address | Present Assessment | Settled Assessment | Assessment Reduction | Refund |
|-------|------|-----------|----------------------|------------------------|--------------------|--------------------|----------------------|-------------|
| 980 | 12.B | 2009 | Occidental Chemical | Tonnele Avenue | \$27,400 | \$27,400 | \$0 | \$0.00 |
| 981 | 37 | 2009 | Occidental Chemical | 217 Bleecker Street | \$20,000 | \$20,000 | \$0 | \$0.00 |
| 735 | B.1 | 2009 | Locon Properties | 232-246 Central Avenue | \$1,000,000 | \$735,000 | \$265,000 | \$44,107.35 |
| 1405 | C | 2009 | Catherine Norse, LLC | 6 Catherine Court | \$1,590,400 | \$1,300,000 | \$290,400 | \$78,013.00 |

NOV 24 2009

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: November 12, 2009

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

FROM: Brian O'Reilly, Business Administrator

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached pages. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2007-2009 tax years. The total tax dollar refund for these appeals is \$757,822.62

The largest assessment reduction is given to Occidental Chemical for appeals for the 2007-2009 tax years on multiple lots that the company owns and/or rents. Occidental withdrew the appeals on the 12 vacant lots under appeal, but received a reduction on the two improved lots. The reduction was more dramatic in the latter years, since the company is no longer in operation, and the environmental clean-up process is underway. The assessment on the Central Avenue Stop & Shop owned by Locon Properties also was subject to a reduction. Because the lease on the property was several years old, an adjustment was made to determine the current market value, which, after applying the ratio, did not support the assessment. The refund to G & S Investors for the Pep Boys store at Metro Plaza was determined after the assessor's office did a review of rents for similar properties and concluded that the market value arrived at would not support the assessment for the two years under appeal. The property owned by Catherine Norse, LLC, is a 65-unit apartment building at the southern tip of the City. Capitalizing the net of income less expenses led to a market value that did not support the assessment. The same holds true for the commercial/office building at 2815 Kennedy Boulevard owned by MKL International.

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

For example, if sales indicate that commercial properties in a certain area of the city are

selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2007 tax year, the City's ratio of assessed valuation to market value was 27.71%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2007 tax year, given the ratio of 28.71%, was 24.40% to 33.02%. Consequently, assuming the \$14,000,000 market value, a valid assessment for this property for the 2007 tax year would range between \$3,416,000 and \$4,622,800. In 2008, the ratio dropped to 26.12%. Therefore, with the same market value, a valid assessment would range between \$2,120,900 and \$4,205,300. The same analysis would hold true for 2009, when the ratio dropped again to 25.64%. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

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

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

City Clerk File No. Res. 09-946

Agenda No. 10.1

Approved: NOV 24 2009

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 225899 SOLD TO GREGORY JUDGE

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold tax sale certificate 225899 on 647 Ocean Avenue, Block 1992 Lot 18 to the City Of Jersey City ; and

WHEREAS, the Jersey City Tax Collector assigned certificate 225899 to Gregory Judge on August 12, 2004; and

WHEREAS, Gregory Judge the third party lien holder for the certificate 225899 lost the original certificate; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to Gregory Judge under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **Gregory Judge** is hereby given a duplicate tax sale certificate.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
PA 5545 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Peter M. Brennan, President of Council

[Signature]

Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-947
 Agenda No. 10.J
 Approved: NOV 24 2009
 TITLE: _____



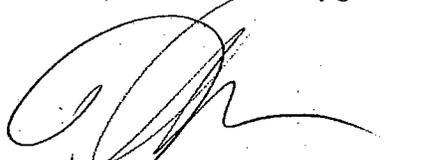
APPROVAL FOR A \$250.00 VETERAN DEDUCTION FOR 2007 & 2008 ON BLOCK 1257.D LOT 16 ALSO KNOWN AS 25 EXETER ROAD FOR MARGARET GALLO

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

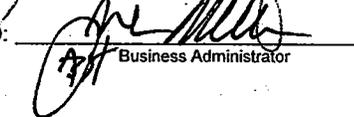
WHEREAS, Block 1257.D Lot 16 was inadvertently dropped for a \$250.00 Veteran deduction in 2006; and

WHEREAS, the Tax Assessor requests the \$250.00 Veteran deduction for 2007 and 2008 be refunded to the homeowner, Margaret Gallo; and

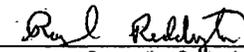
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2007 and 2008 Veteran deduction on Block 1257.D Lot 16 also known as 25 Exeter Road is hereby granted and refunded in the amount of \$ 500.00.



 TAX ASSESSOR

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM



 Asst. Corporation Counsel

Certification Required

Not Required

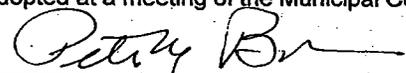
APPROVED 8-0
 11/24/09

| 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 | | ABSENT | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

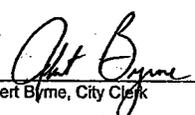
✓ Indicates Vote

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

INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR
(201) 547-5131

DATE: November 6, 2009
TO: Maureen Cossgrove - City Collector
FROM: Ed Toloza- Assessor
SUBJECT: **Block 1257.D - Lot 16**
25 Exeter Road

A request in 2006 to drop a deduction of deceased taxpayer, has inadvertently lead to the dropping of both the Senior and Widow of a Veteran deductions.

Margaret Gallo the recipient of the Widow of a Veteran deduction, was inadvertently omitted for the 2007 and 2008 tax year.

Please include this in the ongoing resolutions to grant Margaret Gallo the Widow of a Veteran deduction for 2007 and 2008 which were dropped in error in an amounts equal to \$250 each taxing year.

Our records have been changed accordingly.

cc: Gallo

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

City Clerk File No. Res. 09-948

Agenda No. 10.K

Approved: NOV 24 2009



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2009 – 2011 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the Department of Community Affairs intends to award the City of Jersey City approximately \$958,656.00 for the Community Services Block Grant program; and

WHEREAS, the Community Services Block Grant will operate from the period of October 1, 2009 through September 30, 2010; and

WHEREAS, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City's application details projects recommended to receive funding for FY2009 – 2011 as identified on the attached page; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2009 – 2011 Community Services Block Grant funding.

Agenda No. Res. 09-948

Approved 10.K NOV 24 2009

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2009 - 2011 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

| AGENCY | FUNDING LEVEL |
|---|---------------------|
| Administration | \$145,656.00 |
| Big Brothers Big Sisters of Essex, Hudson & Union Counties | \$40,000.00 |
| Boys & Girls Club of Hudson County | \$20,000.00 |
| Building an Empire, Inc. | \$47,000.00 |
| Christ the King Community Development Corporation | \$10,000.00 |
| Dress for Success | \$20,000.00 |
| Educational Arts Team | \$70,000.00 |
| Fairmount Housing Corporation (JC Youth Squad) | \$20,000.00 |
| Grace Van Vorst Community Services (Breakfast Plus) | \$20,000.00 |
| Grace Van Vorst Community Services (Senior Center) | \$22,000.00 |
| Hogar Crea (Housing & Substance Abuse Services) | \$40,000.00 |
| Hope Center for the Visual and Performing Arts | \$20,000.00 |
| Hudson Community Enterprises (JOBS Program) | \$20,000.00 |
| Hudson CASA | \$25,000.00 |
| JC Dept. of Health & Human Services (Meals on Wheels) | \$95,000.00 |
| Jersey City Housing Authority Tenant Affairs Board (Senior Activity Prgm) | \$18,000.00 |
| Jersey City Housing Authority Tenant Affairs Board (Summer Activity Prgm) | \$16,000.00 |
| JC Public Library (Literacy Program) | \$55,000.00 |
| Let's Celebrate, Inc. (Food Security Network) | \$60,000.00 |
| New City Kids | \$20,000.00 |
| Pathways Social Action Corporation (Youth Program) | \$50,000.00 |
| P.A.C.O. (Multi-Service Center) | \$100,000.00 |
| WomenRising, Inc. (Strong Foundations Program) | \$25,000.00 |
| TOTAL | \$958,656.00 |

APPROVED: Edward Coleman APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Asst Corporation Counsel

Certification Required

Not Required APPROVED 7-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|---------|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ABSTAIN | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| 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. 09-949
Agenda No. 10.1
Approved: _____
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 SUPPLEMENTAL SUBREGIONAL STAFF SUPPORT FOR ARRA PROJECTS

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

WHEREAS, the FY 2010 Unified Planning Work Program developed by the North Jersey Transportation Planning Authority (NJTPA) includes Supplemental Subregional Staff Support for American Recovery and Reinvestment Act (ARRA) Projects, and

WHEREAS, the NJTPA has awarded the City of Jersey City \$45,584.00 for administrative costs associated with the implementation of projects funded through the American Recovery and Reinvestment Act of 2009; and

WHEREAS, of the funding available as of October 21, 2009, the Federal Highway Authority (FHWA) contributes \$45,584.00 and the local match is \$0.00;

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: Edward Coleman

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

RECEIVED COUNCIL
MAY 20 2009
WITHDRAWN

APPROVED
MAY 20 2009
WITHDRAWN

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

City Clerk File No. Res. 09-950

Agenda No. 10.M

Approved: NOV 24 2009



TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST GROUP FOR THE PURCHASE OF PRINTED LEGAL MATERIALS AND TO PROVIDE COMPUTER LAW LIBRARY SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, West Group, 610 Opperman Drive, P.O. Box 64833, St. Paul, MN, 55164-1803 (West Group), provides printed legal material and computerized legal research services necessary for the operation of a Law Department; and

WHEREAS, the purchase of materials and services for a law library are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(q); and

WHEREAS, the City of Jersey City ("City") desires to use West Group to provide legal research services for the Jersey City Law Department; and

WHEREAS, West Group offers a service called the Westpack for a monthly charge of \$14,000; and

WHEREAS, the Law Department is presently incurring monthly charges of \$14,917; and

WHEREAS, West Group agrees to provide this service for a one year period effective as of July 1, 2009 and ending on June 30, 2010 for a total contract amount not to exceed \$168,000; and

WHEREAS, West Group 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 West Group, LLP from making any reportable contributions during the term of the contract; and

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

WHEREAS, West Group 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, Sixty-Thousand (\$60,000) Dollars is presently available in the temporary budget Account No.: 10-01-201-20-155-312;

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with West Group to provide printed legal materials as well as computerized legal research services necessary for the Jersey City Law Department;
2. The term of the contract shall be effective as of July 1, 2009 and it shall terminate on June 30, 2010;
3. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q);

2009 12 3

Agenda No. Res. 09-950

Approved 10.M

TITLE: NOV 24 2009

RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST GROUP FOR THE PURCHASE OF PRINTED LEGAL MATERIALS AND TO PROVIDE COMPUTER LAW LIBRARY SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

4. The award of 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.;

5 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 sufficient funds are available in Account No. 10-01-201-20-155-312. *PO 98551*


Donna Mauer, Chief Financial Officer

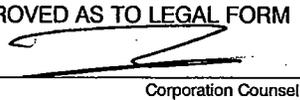
ms:

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____


Business Administrator


Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|---------------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FUJOP | ✓ | | | FLOOD | | ABSENT | |
| 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

Keep current content

Account Report

1000694032

JERSEY CITY CORP COUNSEL

280 GROVE ST

JERSEY CITY, NJ 07302-3610

Existing Online Content at Renewal

| <i>Material Number</i> | <i>Material Desc</i> | <i>Cost</i> |
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| | Annual Online Flat Rate: | \$91,195.52 |
| | Annual Ancillary: | \$13,989.81 |
| | Annual Print Total: | \$74,035.36 |
| | Total West Spend: | \$179,220.69 |

add proposed

Account Report

1000694032
JERSEY CITY CORP COUNSEL
280 GROVE ST
JERSEY CITY, NJ 07302-3610

New Online Content

| Material Number | Material Desc | Cost |
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Online Annual Total: \$100,213.20
 Annual Ancillary: \$650.00
 Annual Discounted Print: \$63,969.36
 Annual Print (other): \$3,945.76
 Total West Spend: \$168,778.32
 Total Print Discount: \$63,969.36

New Select Content

| Material Number | Material Desc |
|-----------------|---|
| | X PeopleMap Comprehensive |
| 40837488 | X FormFinder Advantage |
| 40454962 | X Regulations Plus |
| 40583848 | New Jersey Federal Legal Calendaring — |
| 40589057 | New Jersey Legal Calendaring — |
| 40561726 | X Combined Jury Verdicts |
| 40675140 | X New Jersey State Court Documents |
| 40836913 | X Government Contracts Core |
| 40519199 | West LegalEdcenter — |
| 40776559 | Case Notebook V1 w/ Realtime — |

Savings derived from:

additional book discount
ancillary reduction

~~X~~ ancillary usage
 — West Legal Ed
 case not.

Print Analysis

1000694032

JERSEY CITY CORP COUNSEL

280 GROVE ST

JERSEY CITY, NJ 07302-3610

Print Estimation

| Material # | Description | *General | | Total |
|------------|------------------------------------|----------|---------------|--------------------|
| | | Qty | Unit Upkeep | Estimated Upkeep |
| 11480862 | FED EVIDENCE COURTROOM HNDBK SUB | 2 | \$106.40 | \$212.80 |
| 13503622 | ALR 1ST BLUE BOOK SUB | 1 | \$100.80 | \$100.80 |
| 13503657 | ALR FED SUB | 1 | \$1,174.88 | \$1174.88 |
| 14100228 | AM JUR LEG FMS SUB | 1 | \$3,460.80 | \$3460.80 |
| 13972622 | CIV ACT ST/LOC SUB | 1 | \$244.16 | \$244.16 |
| 13504386 | CONST LAW DSKBK SUB | 1 | \$172.48 | \$172.48 |
| 13512672 | CURRENT MUN PROB SUB | 1 | \$501.76 | \$501.76 |
| 21061301 | FED CIV JUD PROC & RULES SUB | 2 | \$96.32 | \$192.64 |
| 17327646 | FED CT APPEALS LOCAL RULES SUB | 1 | \$60.48 | \$60.48 |
| 11406859 | GRAHAM HNDBK FED EVID SUB | 1 | \$147.84 | \$147.84 |
| 11957731 | KNIBB FED CT APPEALS MAN HNDBK SUB | 1 | \$36.96 | \$36.96 |
| 11470395 | LISNEK DEPOSITIONS LL SUB | 1 | \$80.64 | \$80.64 |
| 16721108 | MANUAL COMPLEX LITIGATION ANNO SUB | 1 | \$103.04 | \$103.04 |
| 17860977 | NJ COURT RULES STATE & FED PAM SUB | 2 | \$108.64 | \$217.28 |
| 16752747 | NJ CRIM JUST & MOTOR VEH PAM SUB | 15 | \$97.44 | \$1461.60 |
| 40057739 | NJ DRUNK DRIVING LAW SUB | 7 | \$144.48 | \$1011.36 |
| 21064653 | NJ LAW FINDER PAM SUB | 1 | \$135.52 | \$135.52 |
| 40575045 | NJ MOTIONS IN LIMINE SUB | 1 | \$124.32 | \$124.32 |
| 40557310 | NJ PERSONAL INJ DIG SUB | 1 | \$69.44 | \$69.44 |
| 40575060 | NJ PR SUM JUDG/REL TERM W/FOCD SUB | 1 | \$124.32 | \$124.32 |
| 40565189 | NJ PR V48 SEARCH & SEIZURE SUB | 2 | \$99.68 | \$199.36 |
| 40638631 | NJ PR V52 ELEMENTS OF ACTION SUB | 1 | \$122.08 | \$122.08 |
| 40637905 | NJ PR V53 INS CODE ANNO SUB | 1 | \$90.72 | \$90.72 |
| 16344169 | NJ SESSION LAWS BV SUB | 1 | \$128.80 | \$128.80 |
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| 13516457 | PRETRIAL DISCOVERY SUB | 1 | \$284.48 | \$284.48 |
| 13975273 | QUESTION TECH & TACTICS SUB | 1 | \$230.72 | \$230.72 |
| 13505072 | SUMMARY JUDGMENT SUB | 1 | \$41.44 | \$41.44 |
| 11226788 | TRG CA PR FED CIV PROC TRIAL SUB | 1 | \$164.64 | \$164.64 |
| 13503636 | WESTS ALR DIG SUB | 1 | \$222.88 | \$222.88 |
| | | | Total: | \$12,240.48 |

Possible Savings: **\$ 6,120.24**

Print Analysis

1000694032

**JERSEY CITY CORP COUNSEL
280 GROVE ST
JERSEY CITY, NJ 07302-3610**

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280 GROVE ST

JERSEY CITY, NJ 07302-3610

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280 GROVE ST
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| 40675140 | New Jersey State Court Documents |
| 40836913 | Government Contracts Core |
| 40519199 | West LegalEdcenter |
| 40776559 | Case Notebook V1 w/ Realtime |

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 **West Group, a Thompson Company, 610 Opperman Drive, PO Box 64833, St. Paul, MN 55614-1803** ("Contractor")

WITNESSETH, that in consideration of the mutual covenants set forth herein, the City and Contractor agree as follows:

Scope of Agreement.

Contractor is hereby retained as an independent contractor to provide computerized legal research service called National Law Gold Library for a term of from July 1, 2009 through June 30, 2010.

Consideration

A. For the above services, Contractor shall be compensated at the monthly rate of \$14,000.00. The total amount of this agreement shall not exceed \$168,000.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the Contractor 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.

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.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian O' Reilly
Business Administrator

WITNESS:

West Group

=== COVER PAGE ===

TO:

West Group

FROM:

LAW DEPT

FAX: 201-547-5230

TEL: 201-547-5229

COMMENT:

CITY OF JERSEY CITY
Law Department
City Hall-280 Grove Street
Jersey City, N.J. 07302

Tel #: (201) 547-5229
Fax #: (201) 547-5230

FAX TRANSMITTAL COVER SHEET

DATED: Nov 12, 2009

TO: Jana

DEPARTMENT: _____

FAX NO: 5088

Number of Pages including cover sheet: 17

Re: West Group

COMMENTS: _____

Completed Pay-Or-Play and Affirmative
Action Fund

FROM: Monique -

CONFIDENTIAL

This message is attorney privileged and confidential. This cover sheet and the documents attached are meant for the person(s) named on the transmittal sheet. If you have received this correspondence in error please notify the Law Department at (201) 547-5229.

Thank you

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Thomson Reuters d/b/a West Group (name of business entity) has not made any reportable contributions in the one-year period preceding 11/11/2009 (date City Council awards contract) that would be deemed to be violations of Section 08-128 of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Thomson Reuters d/b/a West Group (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Thomson Reuters d/b/a West Group

Signed Evelyn Jones Title: Sr. Compliance Analyst

Print Name Evelyn Jones Date: 11/11/2009

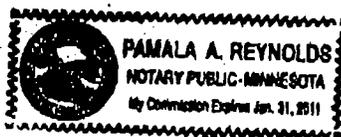
Subscribed and sworn before me
this 11 day of Nov, 2009.

My Commission expires:

Jan. 31, 2011

Pamela A. Reynolds

(Affiant)
PAMALA A. REYNOLDS, AA MANAGER
(Print name & title of affiant) (Corporate Seal)



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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed \$500 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-3 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) identifies the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-1(s): "The term 'legislative leadership committee' means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1997, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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:

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

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

The contractor and the Company of Thomson Reuters (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 defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Evelyn Jones Sr Compliance Analyst
 Representative's Signature: Evelyn Jones
 Name of Company: Thomson Reuters
 Tel No.: 651-687-7000 Date: 11/6/2009

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

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

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

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

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

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

Representative's Name/Title (Print): EVA IN JONES

Representative's Signature: [Handwritten Signature]

Name of Company: UNION REUTERS AND WHAT

Sample Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration Office of Federal
Control Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11256, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely, Area

Office Director.

STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 DIVISION OF PUBLIC CONTRACTS EQUAL
 EMPLOYMENT OPPORTUNITY COMPLIANCE

*See attached
 out.*

Form AA302

Employee Information Report

FORM AA302
 REV. 10/98

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

EMPLOYEE INFORMATION REPORT
 REPORT TO BE COMPLETED BY THE EMPLOYER OR THE PERSON WHO HAS BEEN THE EMPLOYER OF RECORD FOR THE CONTRACT. THIS REPORT IS TO BE COMPLETED FOR EACH CONTRACT. DO NOT FURNISH TO ANY OTHER AGENCY OR INDIVIDUAL.

SECTION A - COMPANY IDENTIFICATION

1. NAME OF REPORT SUBJECT: A. TYPE OF BUSINESS: 1. STATE 2. FEDERAL 3. MUNICIPAL 4. OTHER B. TYPE, SIZE AND NATURE OF BUSINESS: CONTRACT

2. CITY: COUNTY: STATE: ZIP CODE:

3. NAME OF FACILITY OR APPLICABLE CATEGORY OF WORK: DO INDUSTRY: CITY: STATE: ZIP CODE:

4. CHECK ONE: FEDERAL GOVERNMENT CONTRACT FEDERAL GOVERNMENT EMPLOYEE

5. IS THIS CONTRACT SUBJECT TO THE PROVISIONS OF THE EQUAL OPPORTUNITY ACT AS APPLICABLE TO THIS CONTRACT? YES NO

6. FEDERAL AGENCY: CONTRACT NUMBER: CONTRACT DESCRIPTION:

7. If the contract is subject to the provisions of the Equal Opportunity Act, please check the appropriate box(es) in the following table. If the contract is not subject to the provisions of the Equal Opportunity Act, check the "Not Applicable" box.

| AGE GROUP | SEX | RACE | REPRESENTATIVE CONTRACTS | | OTHER CONTRACTS | | TOTAL | |
|-----------|-----|-------|--------------------------|-------|-----------------|-------|-------|-------|
| | | | BLACK | WHITE | BLACK | WHITE | BLACK | WHITE |
| 18-24 | M | Black | | | | | | |
| 18-24 | M | White | | | | | | |
| 18-24 | F | Black | | | | | | |
| 18-24 | F | White | | | | | | |
| 25-34 | M | Black | | | | | | |
| 25-34 | M | White | | | | | | |
| 25-34 | F | Black | | | | | | |
| 25-34 | F | White | | | | | | |
| 35-44 | M | Black | | | | | | |
| 35-44 | M | White | | | | | | |
| 35-44 | F | Black | | | | | | |
| 35-44 | F | White | | | | | | |
| 45-54 | M | Black | | | | | | |
| 45-54 | M | White | | | | | | |
| 45-54 | F | Black | | | | | | |
| 45-54 | F | White | | | | | | |
| 55-64 | M | Black | | | | | | |
| 55-64 | M | White | | | | | | |
| 55-64 | F | Black | | | | | | |
| 55-64 | F | White | | | | | | |
| 65-74 | M | Black | | | | | | |
| 65-74 | M | White | | | | | | |
| 65-74 | F | Black | | | | | | |
| 65-74 | F | White | | | | | | |
| 75-84 | M | Black | | | | | | |
| 75-84 | M | White | | | | | | |
| 75-84 | F | Black | | | | | | |
| 75-84 | F | White | | | | | | |
| 85-94 | M | Black | | | | | | |
| 85-94 | M | White | | | | | | |
| 85-94 | F | Black | | | | | | |
| 85-94 | F | White | | | | | | |
| 95-104 | M | Black | | | | | | |
| 95-104 | M | White | | | | | | |
| 95-104 | F | Black | | | | | | |
| 95-104 | F | White | | | | | | |

8. TYPE OF CONTRACT: 1. New Contract 2. Renewal Contract 3. Other (Specify)

9. DATE OF FIRST EMPLOYMENT: 1. YEAR: 2. MONTH: 3. DAY:

10. DATE OF LAST EMPLOYMENT: 1. YEAR: 2. MONTH: 3. DAY:

11. NAME OF PERSON OR ENTITY TO WHOM THIS CONTRACT IS TO BE AWARDED: COUNTY: STATE: ZIP CODE: CONTRACT NUMBER: CONTRACT DESCRIPTION:

12. ADDRESS OF REPORT SUBJECT: CITY: COUNTY: STATE: ZIP CODE: PHONE NUMBER: FAX NUMBER: E-MAIL ADDRESS:

PRINTED NAME OF PUBLIC CONTRACTS DIVISION: (PUBLIC CONTRACTS DIVISION) (PUBLIC CONTRACTS DIVISION) (PUBLIC CONTRACTS DIVISION) (PUBLIC CONTRACTS DIVISION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

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

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

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

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

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

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

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

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

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

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

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

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

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

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

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

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

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

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

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

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
 Division of Contract Compliance & Equal Employment Opportunity
 P.O. Box 225

Trenton, New Jersey 08625-0205

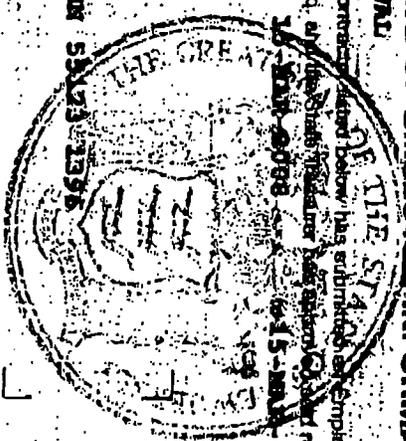
Telephone No. (609) 292-0475

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 1841

RETURN

This is to certify that the certificate returned below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. of the State Treasurer's Report. This approval will remain in effect for the period of 12-MON-2008 to 15-MAR-2011



WEST GROUP
610 OPPENHEIM DRIVE
KNOX

WIN 58173 1396

[Signature]
Acting State Treasurer



SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

~~CERTIFICATE OF EMPLOYEE INFORMATION REPORT~~
~~THIS CERTIFICATE IS VOID AND SHOULD NOT BE USED FOR ANY PURPOSES.~~
~~IT IS VOID FOR THE PURPOSES OF...~~

VOID

VOID



DATE: 11/06/2009

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : Thomson Reuters

Address : 610 Upperman Blvd, Englewood, MN 55123

Telephone No. : 67-687-7000

Contact Name : Evelyn Jones

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : Thomson Reuters d/b/a West

Address : 610 Oppenheim Dr, Egan, NJ, 07123

Telephone No. : 651-687-7000

Contact Name : _____

Please check applicable category :

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

Definitions Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-4 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

"New Jersey Business Registration Requirements"

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

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ~~WEST PUBLISHING CORPORATION~~

Trade Name:

Address: 620 OPPERMAN DR
EAGAN, MN 55123

Certificate Number: 0092932

Effective Date: August 01, 1982

Date of Issuance: November 18, 2009

For Office Use Only:
20091118124941349

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

City Clerk File No. Res. 09-951

Agenda No. 10.N

Approved: NOV 24 2009



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR FURNISHING WIRELESS NETWORK EQUIPMENT & SERVICES TO CONNECT 201 CORNELISON AVE TO THE CITY LICENSED WIRELESS NETWORK FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Wireless Devices & Services** for the **Department of Administration/Information Technology**; and

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

WHEREAS, New Jersey Business Systems, 7C Marlen Drive, Robbinsville, New Jersey 08691 being in possession of **State Contract Number A61405**. Will provide the City with **Wireless Devices & Services** in the total amount of **Sixty Two Thousand, Seven Hundred Seventy Five (\$62,775.60) Dollars and Sixty Cents** and;

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

WHEREAS, these funds are available for this expenditure in the Account shown below

Information Technology

| Acct. No. | P.O. No. | S.C. No. | Amount |
|-------------------|----------|----------|-------------|
| 04-215-55-868-990 | 98513 | A61405 | \$62,775.60 |

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

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

(Continue on Page 2)

NOV 24 2009

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEW JERSEY BUSINESS SYSTEMS., FOR FURNISHING WIRELESS NETWORK EQUIPMENT & SERVICES TO CONNECT 201 CORNELSON AVE. TO THE CITY LICENSED WIRELESS NETWORK FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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 shown below;

Information Technology

| Acct. No. | P.O. No. | S.C. No. | Amount |
|-------------------|----------|----------|-------------|
| 04-215-55-868-990 | 98513 | A61405 | \$62,775.60 |

Peter Folgado
Peter Folgado, Acting Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: New Jersey Business Systems, Inc.

Signed: [Signature] Title: Executive VP

Print Name: Michael A. Bolling Date: 11/16/09

Subscribed and sworn before me this 16th day of November, 2009.
My Commission expires: 9/6

[Signature]
CHERYL WALSH
NOTARY PUBLIC

STATE OF NEW JERSEY
COMM. ID 2333695

MY COMMISSION EXPIRES SEPTEMBER 6, 2010

[Signature]
(Affiant)
Michael A Bolling - Exec. V.P.
(Print name & title of affiant) (Corporate Seal)

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

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 candidates 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).

| | |
|--|--|
| Martano 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 |
|------------------------------|--|
| Ray Bolling | 2555 St. James Dr, #504 Southport, NC 28461 |
| | |
| | |
| | |
| | |
| | |
| | |

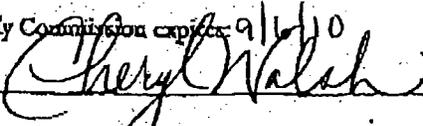
Part 3 - Signature and Attestation:

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: New Jersey Business Systems, Inc.

Signed: [Signature] Title: Executive VP

Print Name: Michael A. Bolling Date: 11/16/09

| | |
|--|---|
| Subscribed and sworn before me this <u>16th</u> day of <u>November</u> , 20 <u>09</u> |  (Affiant) <u>Michael A. Bolling - Exec. V.P.</u> (Print name & title of affiant) (Corporate Seal) |
| My Commission expires <u>9/16/10</u>  CHERYL WALSH NOTARY PUBLIC STATE OF NEW JERSEY COMM. ID 2333595 MY COMMISSION EXPIRES SEPTEMBER 6, 2010 | |



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEW JERSEY BUSINESS SYSTEMS, INC. - SOUTH
Trade Name:
Address: 7C MARLEN DRIVE
ROBBINSVILLE, NJ 08691
Certificate Number: 0532910
Effective Date: July 14, 1988
Date of Issuance: November 10, 2009

For Office Use Only:

20091110141311316

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

City Clerk File No. Res. 09-952

Agenda No. 10.0

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ARAMSCO FOR FURNISHING AND DELIVERING CONSPACE ENTRYLINK DIVERSITY SYSTEM 3-ANTENNA FOR THE DEPARTMENT OF FIRE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Conspace Entrylink Diversity System** for the Department of Fire; 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, **AramSCO 1480 Grandview Avenue, Thorofare, New Jersey 08086** being in possession of State Contract **A74017**, will Furnish and Deliver **Conspace Entrylink Diversity System** to the Department of Fire in the total amount of **Nineteen Thousand, Nine Hundred Twenty Four Dollars and (\$19,924.25)Twenty Five Cents**; and

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

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

Fire Department

Acct. No. 02-213-40-764-314

P.O. No. 98146

Amount \$ 19,924.25

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **AramSCO**, 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)

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ARAMSCO, FOR FURNISHING AND DELIVERING CONSPACE ENTRYLINK DIVERSITY SYSTEM 3-ANTENNA FOR THE DEPARTMENT OF FIRE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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. 02-213-40-764-314

Fire Department

Acct. No. 02-213-40-764-314 P.O. No. 98146 Amount \$ 19,924.25

Peter Folgado
Peter Folgado, Acting Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ARAMSCO-NEW JERSEY, INC.
Trade Name:
Address: 1480 GRANDVIEW AVE
THOROFARE, NJ 08086-0029
Certificate Number: 1140565
Effective Date: April 06, 2005
Date of Issuance: October 26, 2009

For Office Use Only:
20091026094514839

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

***N.J.S.A. 19:44A-3(s):** "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10,1) for the purpose of receiving contributions and making expenditures."

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Aramco, Inc. (name of business entity) has not made any reportable contributions in the ~~one~~ one-year period preceding 10-10-09-10-23-09 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Aramco, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Aramco, Inc.

Signed: _____ Title: Vice President of Finance

Print Name: Sheri Y. Curry Date: 10-23-09

Subscribed and sworn before me
this 23rd day of Oct., 2009
My Commission expires:

Judith A. DiPietro
(Affiant)
Judith A. DiPietro
(Print name & title of affiant) (Corporate Seal)

JUDITH A. DIPIETRO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 13, 2010

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

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

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

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

19:44A-20.6 Certain contributions deemed as contributions by business entity.
 5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

19:44A-4 and 16 Contributions, expenditures, reports, requirements.

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

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

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

City Clerk File No. _____ Res. 09-953

Agenda No. _____ 10.P

Approved: _____ NOV 24 2009



TITLE:

RESOLUTION AWARDING CONTRACT TO VERIZON SELECT SERVICES FOR FURNISHING AND DELIVERING TELECOMMUNICATIONS EQUIPMENT - WIRED UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF POLICE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exist a need for a **Telecommunications Equipment - Wired** for the Police Department; and

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

WHEREAS, **Verizon Select Services, Inc., 201 Centennial Avenue, Floor 1 South, Piscataway, New Jersey 08854**, being in possession of State Contract Number A42285 will Furnish and Deliver IP Voice Phone System and Hand Set to the Department of Police in the total amount of **Twenty Three Thousand, Seven Hundred Sixteen Dollars and (\$23,716.60) Sixty Cents**; and

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

WHEREAS, these funds are available for this expenditure in the Account shown below

| | | |
|-----------------------------------|----------------------|----------------------------|
| Department of Police | | |
| Acct. No.01-201-25-240-310 | P.O. No.98265 | Amount \$ 23,716.60 |

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Verizon Select Services Inc.**, 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, that the same has been received and that the requirements of the contract met, then; payment to the contractors 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)

Agenda No. Res. 09-953

Approved 10.P

TITLE: NOV 24 2009

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON SELECT SERVICES INC., FOR FURNISHING AND DELIVERING TELECOMMUNICATIONS EQUIPMENT-WIRED UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF POLICE

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 Accounts shown below

Department of Police

Acct. No.01-201-25-240-310

P.O. No.98265

Amount \$23,716.60

Peter Folgado, Acting City Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VERIZON SELECT SERVICES, INC.
Trade Name:
Address: 52 EAST SWEDESFORD 2ND FLR
FRAZER, PA 19355
Certificate Number: 0105264
Effective Date: March 28, 1995
Date of Issuance: October 20, 2009

For Office Use Only:
20091020103901277

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

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #s: 31, 32, & 33

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

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

Registrar of Deeds

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

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

Boards of Education

(Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.

Signed [Signature] Title: _____

Print Name David K. Brown Executive Director Pricing/Contract Management Date: 08/03/2009

Subscribed and sworn before me this 3rd day of August, 2009 Linda H. Prior (Affiant)

My Commission expires: _____ (Print name & title of affiant) (Corporate Seal)



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

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

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 May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|--|--|
| Mariano Vega, Jr. Election Fund | Gaughan Election Fund 2005 |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc. |
| Committee to Elect Willie Flood | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano | |
| Friends of Phil Kenny | Healy for Mayor 2009 |
| Friends of Nidia Lopez | |

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| | |
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| | |

Part 3 - Signature and Attestation:

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

Name of Business Entity: Venza Business Network Services a subsidiary of Venza Select Services Inc.
 Signed: [Signature] David K. Brown AUGUST 3, 2009
 Print Name: Executive Director
 Pricing/Contract Management

| | |
|---|--|
| Subscribed and sworn before me this _____ day of _____, 2009. | _____ (Affiant) |
| My Commission expires: _____ | _____ (Print name & title of affiant) (Corporate Seal) |

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

City Clerk File No. Res. 09-954

Agenda No. 10.Q

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWMAN SUPPLY, FOR FURNISHING AND DELIVERING GH ARMOR LITE 3A BALLISTIC BODY ARMOR W/TWO CARRIERS & 5X8 SOFT TRAUMA PLATE, NAVY FOR THE JERSEY CITY POLICE DEPARTMENT UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for Vests GH-LTE-3A for the Department of Police; 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, Lawman Supply, 5521 White Horse Pike, Egg Harbor City, New Jersey being in possession of State Contract A73992, will furnish and deliver Ammunition to the Jersey City Police Department in the total amount of Thirty Three Thousand, Seven Hundred Fifty (\$33,750.00) Dollars; and

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

WHEREAS, these funds are available for this expenditure in the account shown below

Police Department

| | | |
|------------------------------------|-----------------------|----------------------------|
| Acct. No. 02-213-40-914-215 | P.O. No. 98472 | Amount \$ 33,750.00 |
|------------------------------------|-----------------------|----------------------------|

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

RESOLVED, 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)

NOV 24 2009

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWYERS SUPPLY FOR FURNISHING AND DELIVERING GH ARMOR LITE 3A BALLISTIC BODY ARMOR W/TWO CARRIERS & 5X8 SOFT TRAUMA PLATE, NAVY, TO THE JERSEY CITY DEPARTMENT OF POLICE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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 Account No. 02-213-40-914-215

Police Dept.
 Acct. No. 02-213-40-914-215 P.O. No. 98472 Amount \$ 33,750.00

Peter Folgado, Acting City Purchasing Director

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: Ab Mauer Business Administrator _____ Ray L. Reddick Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0
11/24/09

| 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 | | ABSENT | |
| 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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC.
Trade Name:
Address: 5521 WHITE HORSE PIKE
EGG HARBOR CITY, NJ 08215
Certificate Number: 0071847
Effective Date: January 12, 1984
Date of Issuance: November 09, 2009

For Office Use Only:
20091109145118145

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

City Clerk File No. Res. 09-955
Agenda No. 10.R
Approved: NOV 24 2009



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR WIRELESS NETWORK INFRASTRUCTURE SUPPORT & MAINTENANCE AGREEMENT INCLUDING DISASTER RECOVERY, CCTV, INTERNET SERVICES TO THE DEPARTMENT OF POLICE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Support & Maintenance** for the Department of Police; 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, **Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073**, being in possession of State Contract A69834, will furnish Support & Maintenance to the City of Jersey City, Department of Police in the total amount of **Fifty Thousand, (\$50,000.00 Dollars)**; and

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

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

Department of Police

Acct. No. 01-201-25-240 -310 P.O. No. 98485 Amount \$ 50,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Gold Type Business Machines** 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

(continued on page 2)

City Clerk File No. Res. 09-955

Agenda No. 10.R

NOV 24 2009

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR WIRELESS NETWORK INFRASTRUCTURE SUPPORT & MAINTENANCE AGREEMENT INCLUDING DISASTER RECOVERY, CCTV, INTERNET SERVICES TO THE DEPARTMENT OF POLICE, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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. 01-201-25-240-310.

Department of Police

Acct. No. 01-201-25-240-310

P.O. No. 98485

Amount \$ 50,000.00

Peter Folgado, Acting City Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: November 09, 2009

For Office Use Only:
20091109145809331

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

City Clerk File No. Res. 09-956

Agenda No. 10.5

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A LICENSE AGREEMENT WITH BRINKERHOFF ENVIRONMENTAL SERVICES, INC. TO EXTEND THE TERM FOR AN ADDITIONAL ONE YEAR EFFECTIVE DECEMBER 1, 2009 TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS 124 LAFAYETTE STREET FOR THE PURPOSES OF INSTALLING A MONITORING WELL AND PERFORMING GROUNDWATER TESTING

**COUNCIL
resolution:**

offered and moved adoption of the following

WHEREAS, the City of Jersey City ("City") owns real property known as Block 2066, Lot PK a/k/a 124 Lafayette Street which is within the Webb/Lafayette Park ("Property"); and

WHEREAS, Brinkerhoff Environmental Services, Inc., whose address is 1913 Atlantic Avenue, Suite R5, Manasquan, NJ 08736 ("Brinkerhoff"), is conducting professional environmental services in accordance with the New Jersey Department of Environmental Protection ("NJDEP") for groundwater testing, monitoring and sampling activities at the Whitlock Mills Site located at 160 Lafayette Street, Jersey City, New Jersey ("Site" or "Subject Property") which is adjacent to the City Property as depicted on the map attached hereto as Exhibit A; and

*R.R.
11-6-09*

WHEREAS, on November 25, 2008, the Municipal Council approved Resolution 08-918 authorizing the execution of a license agreement with Brinkerhoff to allow Brinkerhoff access to the Property to install the monitoring well and conduct groundwater testing of the Property for one (1) year commencing on December 1, 2008; and

WHEREAS, the one year term of the License Agreement expires on November 30, 2009; and

WHEREAS, on September 23, 2009, Brinkerhoff indicated to the City that the monitoring well installation was scheduled to occur in October, 2009; and

WHEREAS, after the installation, Brinkerhoff further requires access to the property in order to perform the environmental investigations and groundwater sampling in accordance with the NJDEP Technical Requirements; and

WHEREAS, Brinkerhoff has now requested permission from the City of Jersey City to extend the term period for an additional one (1) year effective as of December 1, 2009; and

WHEREAS, Brinkerhoff agrees to indemnify and insure the City against any damages arising from its work; and

WHEREAS, Brinkerhoff has provided the City with a Certificate of Liability Insurance with respect to the Property effective from June 1, 2009 to June 1, 2010, approved by the City's Risk Manager; and

Agenda No. Res. 09-956

Approved 10.5

TITLE: NOV 24 2009

WHEREAS, it is in the best interests of the City of Jersey City to extend the time period for Brinkerhoff to have access to the Property, subject to the terms and conditions set forth in the License Agreement attached hereto.

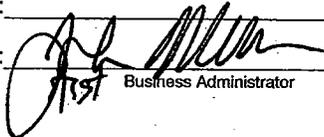
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The term of the License Agreement shall be extended for an additional one (1) year effective as of December 1, 2009 to grant permission to Brinkerhoff to enter onto Property owned by the City of Jersey City in order to install the monitoring well and perform groundwater testing.
2. The term of the License Agreement shall terminate on November 30, 2010.
3. The Mayor or Business Administrator shall execute a License Agreement in the form attached hereto, and such other documents that may be necessary or appropriate to effectuate the purposes of this Resolution.

IW/mw
10-26-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Corporation Counsel

Certification Required

Not Required

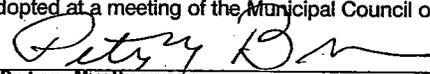
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

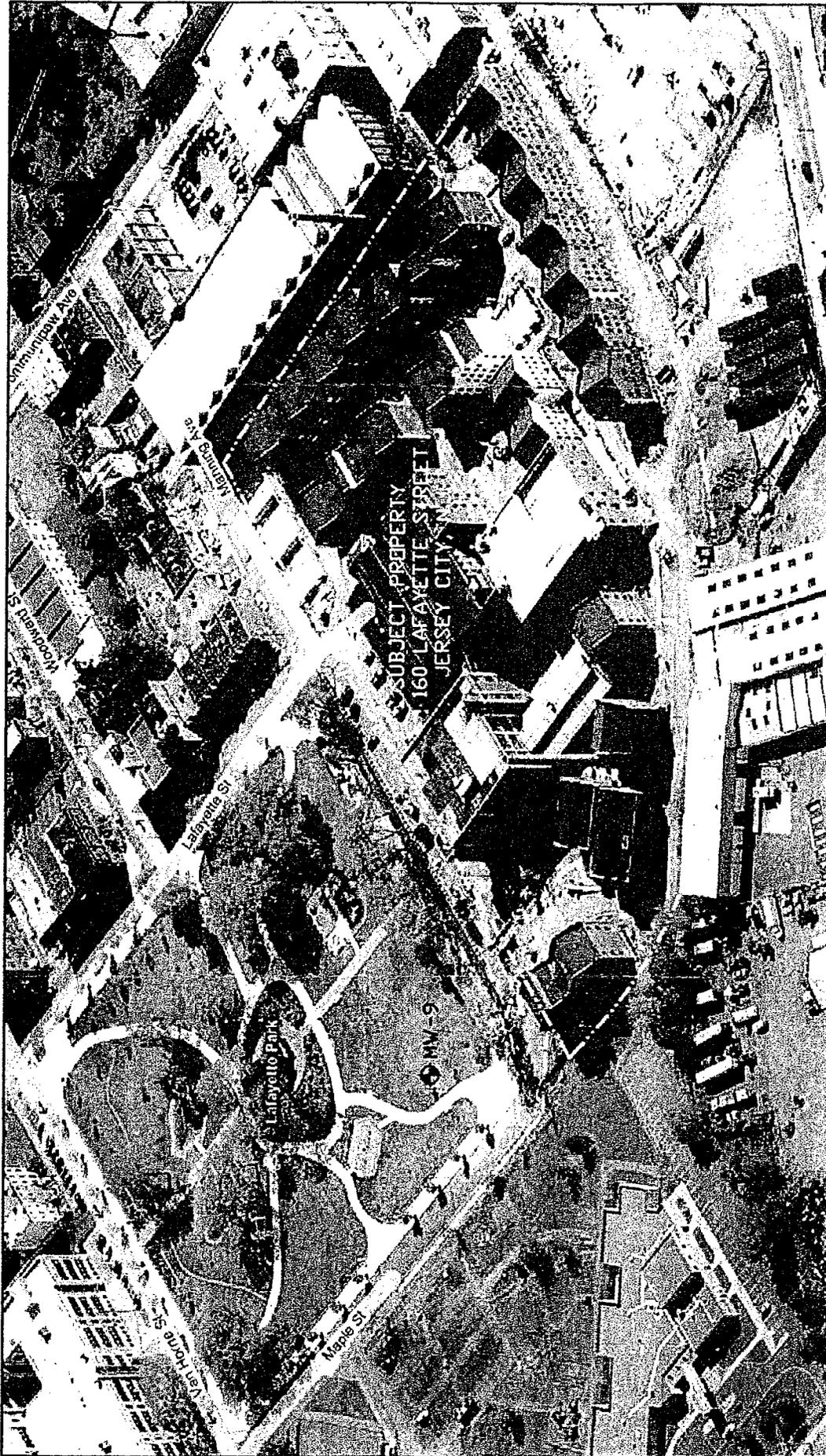
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter N. Brennan, President of Council

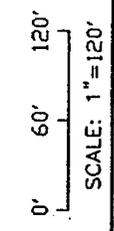

Robert Byrne, City Clerk



BRINKERHOFF
 ENVIRONMENTAL SERVICES, INC.

FIGURE
 PROPOSED OFFSITE MONITORING WELL LOCATION MAP
 124 LAFAYETTE STREET
 BLOCK 2066.1, LOT PK
 JERSEY CITY, NEW JERSEY

DATE: 9/18/08 JOB NO.: 03MD035 SCALE: 1" = 120'



LEGEND
 MW-9 - PROPOSED OFFSITE MONITORING WELL LOCATION

Exhibit A

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2009 between the **City of Jersey City**, a municipal corporation of the State of New Jersey (hereinafter referred to as "**City**" or "**Licensor**") and **Brinkerhoff Environmental Services, Inc.** (hereinafter referred to as "**Licensee**" or "**Brinkerhoff**"), whose address is 1913 Atlantic Avenue, Suite R5, Manasquan, NJ 08736. Licensor is the owner of property designated on the City tax map as Block 2066.1, Lot PK, and more commonly known as **124 Lafayette Street** (hereinafter referred to as the "**Premises**").

By this Agreement, the City grants permission to the Licensee to enter onto the Premises for the purpose of installing a well denoted as MW-9 in order to delineate groundwater downgradient of the Whitlock Mills Site which is adjacent to the Premises, located at 160 Lafayette Street, Jersey City, New Jersey ("Site or "Subject Property") and to perform groundwater monitoring and sampling activities. Licensee, and/or its 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.

1. The term of this License is for an additional period of one (1) year effective as of December 1, 2009 and expiring on November 30, 2010.
2. The Licensee shall be permitted to use the Premises for the following activities:
 - a) Install an offsite Monitoring Well (also denoted as "MW-9") to delineate groundwater downgradient of the Whitlock Mills Site and to evaluate groundwater depth, quality and flow direction at the Site;
 - b) Excavate and remove soil to the extent necessary to install MW-9;
 - c) Periodic access to the Well in order to perform groundwater monitoring, testing and sampling activities as determined and approved by the New Jersey Department of Environmental Protection (NJDEP) and acceptable to Licensee; and
 - d) Provide all validating sampling data to the City.
3. Nature of the Installation of the MW-9.
 - A. Licensor shall allow Licensee to install the Well on its Premises at an estimated depth of 25 feet below grade level. The parties anticipate that MW-9 shall be constructed of two (2) or four (4) inch diameter schedule 40 polyvinyl chloride (PVC) pipe. MW-9 will be finished flush to grade within the grass covered/landscape area of the park and include an approximately eight (8) inch steel cap within a two (2) foot square concrete pad.

- B. The Monitoring Well shall be installed using hollow stem auger drilling techniques and shall require the excavation of soil. The parties anticipate that MW-9 shall be installed by a New Jersey licensed Well Driller and a New Jersey certified Sub-surface Evaluator from Brinkerhoff shall provide oversight during the installation process. Licensee shall take full responsibility for the ultimate disposal of any excess soils that are not replaced after MW-9's installation. Licensee's storage and reuse of excavated soils and its disposal of any excess soils shall be undertaken in compliance with all applicable laws, rules and regulations.

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.

4. 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.

5. 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.

6. 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 License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

8. 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.

9. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

10. 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.

11. 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.

12. 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.

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

14. 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 shall furnish to the City a copy of its Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as an additional named insured and covering the Premises herein described. The type and amount of the insurance shall be determined by the City's Risk Manager. Delivery of the Certificate of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

15. 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.

16. 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 of Jersey City which are applicable to the intended use of the Premises by the Licensee.

17. 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 the agreement or upon the revocation of the agreement, or not later than two (2) weeks thereafter. Licensee shall at its own cost and expense return the Property to substantially the same condition as it was found prior to the installation of MW-9 to the satisfaction of Licensor. 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 restore the Premises to its original conditions and charge the Licensee for any cost of disposing and/or restoration of the Premises thereof.

18. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

19. 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

City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

with a copy to the City Engineer

Licensee: Laura Brinkerhoff
President
Brinkerhoff Environmental Services, Inc.
1913 Atlantic Avenue, Suite R5
Manasquan, NJ 08736

Ron Rosenberg
Senior Project Manager
Brinkerhoff Environmental Services, Inc.
1913 Atlantic Avenue, Suite R5
Manasquan, NJ 08736

20. 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.

21. 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 the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

23. This Agreement shall terminate on November 30, 2010.

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

AGREED to this _____ day of _____, 2009

**BRINKERHOFF ENVIRONMENTAL
SERVICES, INC. (Licensee)**

CITY OF JERSEY CITY

By: _____

By: _____

Brian O'Reilly
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

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

City Clerk File No. Res. 09-957

Agenda No. 10.F

NOV 24 2009

Approved: _____

TITLE:



RESOLUTION AMENDING A RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP, INC., FOR PROVIDING SURVEILLANCE CAMERAS AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.

WHEREAS, there exists the need for additional surveillance cameras on the Jersey City Waterfront district connected to the Jersey City CCTV facility and the Jersey City Office of Emergency Management Emergency Operations Center; and

WHEREAS, Resolution 07-054 approved on March 11, 2009 authorized the City of Jersey City (City) to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2008 Urban Areas Security Initiative Program; and

WHEREAS, the City has previously awarded a contract to Millennium Communications Group, Inc. To perform these services pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq in the amount of \$500,000.00; and

WHEREAS, the City has received a proposal in the amount of \$173,000.00 from Millennium Communications Group, Inc. to continue its services; and

WHEREAS, the proposal submitted by Millennium Communications Group, Inc., meets the City's needs; and

WHEREAS, N.J.S.A. 52:34-10.6(c) authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Millennium Communications Group, Inc. (Millennium), is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-35F-0220R; and

WHEREAS, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-40-972-310.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the professional services agreement between the City of Jersey City and Millennium Communications Group, Inc., be amended to reflect an amount not to exceed \$673,000.00; and it be further

NOV 24 2009

TITLE:

RESOLUTION AMENDING A RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP, INC., FOR PROVIDING SURVEILLANCE CAMERAS AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING

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

RESOLVED, this contract is awarded without competitive bidding in accordance with N.J.S.A. 52:34-10.6(c)

I Donna Mauer, Donna Mauer, Chief Financial Office certify that funds in the amount of \$673,000.00 are available in Account No. 02-213-40-972-310. *PO 92997*

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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. 09-958

Agenda No. _____ 10.U

Approved: _____ NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE AGREEMENT WITH THE UNION CITY POLICE DEPARTMENT ALLOWING THE UNION CITY POLICE DEPARTMENT TO USE JERSEY CITY'S OUTDOOR FIREARMS RANGE AT THE PSE&G HUDSON GENERATING STATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Hudson Generating Station (Property) is owned by Public Service Electric and Gas Company (PSE&G); and

WHEREAS, pursuant to the License Agreement with PSE&G dated April 15, 1987, the City of Jersey City (City) is authorized to use the Property as an outdoor firearms range (Facility) and related parking, including ingress and egress over those roadways needed to access the Property; and

R.R.
11-24

WHEREAS, on June 13, 2007 the Municipal Council enacted Resolution 07-429 authorizing the execution of a license agreement between the City and the City of Union City (Union City) to allow the Union City Police Department's non-exclusive use of the Facility for one (1) year commencing on September 1, 2007, with up to three (3) additional one (1) year term renewals, as approved by the Municipal Council; and

WHEREAS, Resolution 08-646 adopted on August 20, 2008, authorized an amendment to Resolution 07-429 and the License Agreement as it pertained to Union City's access to the Facility; and

WHEREAS, Resolution 08-822 adopted on October 22, 2008 renewed the License Agreement for an additional one (1) year effective as of September 1, 2008, with up to two (2) additional one (1) year term renewals, as approved by the Municipal Council; and

WHEREAS, Union City now desires to renew the License Agreement for one (1) year effective as of September 1, 2009; and

WHEREAS, the City agrees to allow the Union City Police Department's non-exclusive use of the Facility, subject to the terms and conditions set forth in the License Agreement attached hereto.

Agenda No. Res. 09-958

Approved 10.U

TITLE: **NOV 24 2009**

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

1. The term of the License Agreement shall continue for one (1) year effective as of September 1, 2009, with one (1) additional one (1) year term renewal, as approved by the Municipal Council.
2. The Mayor or Business Administrator shall execute a License Agreement in the form attached hereto, and such other documents that may be necessary or appropriate to effectuate the purposes of this Resolution.

IW/mw
10-26-09

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

[Signature]
Business Administrator

Corporation Counsel

NOV 24 2009

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| | | | | | | | | 11/24/09 | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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 **LICENSE AGREEMENT** is made this _____ day of _____ 2009, between the **CITY OF JERSEY CITY (Jersey City or Licensor)**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the **CITY OF UNION CITY (Union City or Licensee)**, a Municipal Corporation of the State of New Jersey with offices at 3715 Palisade Avenue, Union City, New Jersey 07087.

By this Agreement, the Jersey City grants permission to the Licensee to enter onto property known as the Hudson Generating Station (Property or Premises) which is owned by Public Service Electric and Gas Company (PSE&G) and which the City has permission to use as an outdoor firearms range for the Jersey City Police Department. Licensor grants Licensee permission to enter the Property and use the firearms range in accordance with the terms and conditions of this License Agreement which are set forth below.

1. Jersey City owns and maintains an outdoor firearms range (Facility) that was constructed on PSE&G's Property pursuant to an agreement with PSE&G dated April 15, 1987.
2. Jersey City is authorized to use the property in order to operate and maintain the Facility and related parking, including ingress and egress over those roadways needed to access the Property.
3. Union City has a non-exclusive need to use the City of Jersey City Police Department's pistol range for fire arms and annual qualification.
4. Jersey City agrees that the Union City Police Department shall be authorized to use Jersey City Police Department's range facility.
5. Jersey City agrees that it will provide four slots during the hours of 8:00 a.m. through 12:00 p.m. noon Tuesday through Friday for the use by Union City Police Personnel when such use does not interfere with the needs of Jersey City Police Personnel.
6. Union City will schedule its use of the range via the Jersey City Police Range Master.
7. Union City agrees that no activity will take place at the facility without the presence of a Jersey City Police Range personnel.
8. Jersey City represents that to the best of its knowledge the purpose or use does not violate any local, State or Federal rules of regulation and agrees to permit Union City or its duly designated agents, servants, employees, contractors or invitees, to enter onto the Facility for the purpose set forth above and for no other purpose whatsoever.

9. No permanent improvements are permitted on the Property. The location of any materials or equipment is subject to the prior written approval of the Jersey City Engineer.
10. Union City shall pay Jersey City a user fee equal to the sum of \$6,400 yearly or \$533.33 monthly or any part thereof for its use of the Facility. This is a user fee only and does not constitute rent or fair market value.
11. Union City shall defend, indemnify, save and hold harmless Jersey City from any and all accidents, losses, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this License Agreement or the use of the Facility by Union City or any of its agents, servants, employees, contractors or invitees, in, on or about the Property with its permission, express or implied, and whether the use of the Facility is within or outside the scope of the above permitted use.
12. The obligations of Union City to indemnify Jersey City pursuant to this section shall survive any termination of this license.
13. Union City shall purchase and maintain the following insurance during the term of this License Agreement: a.) Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages covering as insured the Licensor with not less than five million dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage Liability. The Licensee, its agents, servants shall be named as additional insured and b.) Automobile Liability Coverage: covering as insured the Licensor with not less than five million dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage. Jersey City, its agents, servants shall be named as additional insured. All insurance policies shall be written on an occurrence form only or such other form as is acceptable to the City's Risk Manager. Union City agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty or any other form of insurance approved by the City's Risk Manager covering all operations under this License Agreement. Union City shall furnish to Jersey City certificates of each insurance upon execution of this License Agreement. The insurance policies described in this Paragraph shall be kept in force for the period of the term of this License Agreement or through March 1, 2010 unless otherwise terminated.
14. All accidents or injuries to person, or any damage to property occurring as a result of or in connection with the Union City's use of the Facility, shall be reported immediately to the Jersey City, Division of Risk Management, the Office of Real Estate and the Jersey City Engineer, as authorized representatives of Jersey City together with all information required by Jersey City on prescribed forms to be provided by Jersey City.

15. Union City shall accept sole responsibility for any or all security, if necessary, for its materials or equipment of its agents, servants, employees, contractors and invitees on the property at no cost to Jersey City.
16. Jersey City acknowledges and agrees that Union City shall be permitted to place only the materials and equipment as is permitted with the prior written approval of the Jersey City Engineer.
17. Any improvements or equipment installed or used by Union City in connection with its use of the Facility that may be removed without damage to the Jersey City's property shall be deemed to be the property of Union City and shall be removed by it at the termination of the License Agreement, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and Jersey City shall have the right to dispose of the same and charge Union City for any cost of disposing thereof.
18. Union City shall provide in writing to Jersey City the names of two (2) authorized representatives of Union City who shall be responsible for adherence to the terms and conditions of the License Agreement before, during and after the effective date of this license. No other persons are permitted to speak or act for Union City.
19. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

Jersey City:

City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07032
With a copy to the City Engineer

Union City:

City of Union City
Mayor
City Hall
3715 Palisade Avenue
Union City, NJ 07087

20. Jersey City reserves unto itself for any and all purpose, all rights and entry and possession, including but not limited to the inspection, repair and maintenance of and Jersey City utilities and for any public purpose.
21. Union City shall at its own cost and expense restore the area to the same condition it was prior to the commencement date of this License Agreement to the reasonable satisfaction of the Jersey City Engineer.

22. The parties intend only to create a temporary use and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Union City will not acquire any prescriptive interest or rights whatsoever to the Property under this License Agreement.
23. Union City shall not mortgage, encumber or assign this License Agreement or any part thereof.
24. This License Agreement shall be for a term of one (1) year effective as of September 1, 2009, with one (1) additional one (1) year term renewal, as approved by the City Council.
25. All the above terms and conditions shall be binding on Union City, Jersey City and all parties for which the Property is herein permitted. Either party may terminate the License Agreement at any time during the term hereof for good cause, for any reason or for no reason at all, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to the other party.
26. Union City may require the consent of PSE&G for the use of Jersey City's Facility under its April 15, 1987 License Agreement or Conrail for the use of the Conrail grade crossing to acquire access to the Facility. Union City agrees to obtain such consent or approval to such use, if it is determined to be necessary.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

CITY OF JERSEY CITY

 Robert Byrne
 City Clerk

 Brian O'Reilly
 Business Administrator

WITNESS:

CITY OF UNION CITY

 Brian P. Stack, Mayor

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

City Clerk File No. Res. 09-959

Agenda No. 10.V

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING AN ACCESS AGREEMENT AMONG THE PORT AUTHORITY TRANS-HUDSON CORPORATION, THE CITY OF JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY TO PERMIT THE PORT AUTHORITY TRANS-HUDSON CORPORATION TO PERFORM ENVIRONMENTAL INVESTIGATIONS ON CITY-OWNED PROPERTY

WHEREAS, the development of the Powerhouse requires that the Port Authority Trans-Hudson Corporation (PATH) substation that is currently at the Powerhouse site be moved to a different location; and

WHEREAS, the City of Jersey City (City) is the owner of a triangular shaped piece of property located at the intersections of Washington Boulevard, Second Street and Greene Street; and

WHEREAS, PATH is considering using the City-owned property for the location of its new substation; and

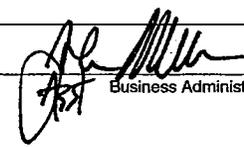
WHEREAS, PATH desires to access the property to perform environmental investigation activities.

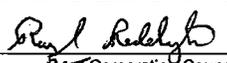
NOW, THEREFORE BE IT RESOLVED, that subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Access Agreement among the Port Authority Trans-Hudson Corporation, the City of Jersey City and the Jersey City Redevelopment Agency.

RR/cw

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

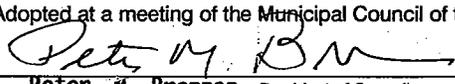
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | ABSENT | | |
| | ✓ | | | 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

**ACCESS AGREEMENT TO PERMIT THE PORT AUTHORITY TRANS-HUDSON
CORPORATION TO PERFORM ENVIRONMENTAL INVESTIGATION
ACTIVITIES**

This Access Agreement (this "Agreement") is made as of this ____ day of _____, 2009, between the PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH"), a wholly-owned subsidiary of The Port Authority of New York and New Jersey, a body corporate and politic, created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having its principal office at 225 Park Avenue South, 15th Floor, New York, New York 10003 (hereinafter referred to as the "Port Authority"), the CITY OF JERSEY CITY ("CITY"), a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street Jersey City, NJ 07302 and the JERSEY CITY REDEVELOPMENT AGENCY ("JCRA") having its principal offices at 30 Montgomery Street, 9th Floor, Jersey City, New Jersey 07832 (CITY and JCRA, collectively, the "Owner").

BACKGROUND

WHEREAS, PATH is considering the desirability of using a portion of the premises described on Exhibit A, attached hereto and hereby made a part hereof (the "Property"), for the construction and operation of a replacement PATH substation that contains electrical, air-compressor and other equipment required for the PATH interstate railroad system;

WHEREAS, PATH, CITY and JCRA have heretofore entered into a Memorandum of Understanding, executed on or about August 1, 2008 ("MOU"), concerning the investigation of properties such as the Property described in Exhibit A, or a portion thereof;

WHEREAS, PATH is seeking to undertake Investigation Activities, as hereinafter defined, to determine the suitability of the Property as a location for the proposed replacement substation;

WHEREAS, PATH has requested permission from the Owner to access the Property for the purpose of undertaking the Investigation Activities; and

WHEREAS, it is accordingly the Owner's intent to cooperate with PATH's request to access the Property for the purpose of undertaking the Investigation Activities, pursuant to the terms hereof.

Now, therefore, in consideration of the permission and the mutual covenants and agreements referred to and contained herein, the Parties hereto agree as follows:

1. The permission hereby granted shall take effect upon the execution of this Agreement by PATH and the Owner and the delivery by the Owner to PATH of a fully executed copy hereof (the "Effective Date"). From and after the Effective Date the Owner hereby grants PATH, its agents, consultants, contractors, employees, licensees, and representatives (collectively, the "Permitted Parties") permission to enter upon the Property (specifically excluding the Crystal Point sales trailer/office which is located on the Property) for the purposes set forth herein on more than one

occasion during a period ending on December 31, 2010 unless such permission is sooner terminated or revoked. This agreement may be extended for up to two one-year periods; up until December 31, 2012, by a letter agreement between the parties to this Agreement. Any party to this Agreement may, at any time after the Effective Date, without cause, terminate this Agreement, upon thirty (30) days' written notice to the other party and this Agreement shall thereupon be null and void and of no further force or effect. Termination or revocation shall not relieve PATH of any liabilities or obligations hereunder which shall have accrued on or prior to the date of termination or revocation or which shall mature on such date, including the provisions of paragraphs 3, 4, 6, 7, 10 and 11 hereof, which shall survive the termination of this Agreement. Each entry by PATH shall be preceded by not less than twenty-four (24) hours' notice, by either e-mail or fax, with acknowledged receipt, specifying the number of days of such entry. Such email or fax shall be directed to (i) Robert Antonicello, JCRA - Executive Director, AntonicelloRob@jcnj.org; (201) 547-4876 (fax); and to (ii) Chris Fiore, JCRA - Assistant Executive Director, fiorec@jcnj.org; (201) 547-4879(fax).

2. For purposes of this Agreement, the term "Investigation Activities," as referred to throughout this Agreement, shall mean: (a) a Phase I Environmental Site Assessment including a site inspection of the Property, interviews with the Owner and its employees and former employees, the collection of historical records and the review of regulatory databases; (b) possible investigation of the quality of soil, surface water and groundwater on or beneath the Property, including, without limitation, soil borings, soil, surface water and groundwater sampling, percolation tests, geotechnical investigation, environmental tests and related work; and (c) the preparation of necessary laboratory reports. Investigative personnel will require access to the Property and any building thereon (specifically excluding the Crystal Point sales trailer/office which is currently located on the Property), including roofs, mechanical rooms, utility areas, tank rooms and vaults, and elevator shafts. PATH hereby acknowledges and agrees that Investigation Activities shall not include and are not permitted to include any investigations or assessments involving the Crystal Point sales trailer/office that is currently located on the Property.

3. (a) PATH hereby assumes the sole cost, expense and responsibility for the Investigation Activities. However, PATH may (under the MOU) seek reimbursement from the Owner of up to fifty percent of the costs of the investigation pursuant to the investigation of replacement properties provision in the MOU, provided that the Owner has not already fulfilled its obligation to fund \$300,000 on a *pari passu* basis. PATH hereby assumes the sole cost, expense and responsibility for restoration of any damage to the Property to the condition existing as of the time of the entry, after completion of the Investigation Activities or termination or revocation of this Agreement. This responsibility shall come at no cost or expense to the Owner. In the event PATH does not repair such damage to the Property promptly, the same shall constitute a breach hereunder and the Owner shall have the right, but not the obligation, to perform such work as required and to charge back the full cost of such work to PATH. In such event, PATH shall pay said amount to the Owner promptly upon receipt of any invoice(s) showing the work performed and the cost(s) incurred. The Owner shall give PATH thirty (30) days' notice in the event of such failure to promptly repair the damage before the Owner begins to perform any work to repair such damage, unless an emergency repair is necessary.

(b) PATH hereby assumes the sole cost, expense and responsibility of any repairs or replacements to any property of the Owner (including property of any tenants, licensees or permittees, including, without limitation, the Crystal Point sales trailer/office which is located on

the Property and any agents, representatives, employees, invitees or guests thereof), which is damaged as a result of or in any way arising out of the Investigation Activities. In the event PATH does not repair any such damage promptly, the same shall constitute a breach hereunder and the Owner shall have the right, but not the obligation, to make such repairs or replacements and to charge back the full cost of such repairs or replacements to PATH. In such event, PATH shall pay said amount to the Owner promptly upon receipt of any invoice(s) showing the work performed and the cost(s) incurred. The Owner shall give PATH thirty (30) days' notice in the event of such failure to promptly repair or replace before the Owner begins to perform any such repair or replacement, unless an emergency repair is necessary.

4. PATH shall, at its sole cost and expense, provide the Owner with the results of all investigations including, without limitation, a copy of all reports, studies, surveys, plans and other documentation resulting from its Investigation Activities prepared by or for PATH (the "Reports") within ten (10) business days after receipt of such Reports, and PATH agrees to allow the Owner to consult with PATH with respect to addressing any of the Owner's comments regarding proposed sampling and/or the Reports.

5. In the event that, as a result of the performance of the Investigation Activities, information is received or obtained by PATH that a "discharge", "release", or "spill", as those terms are defined under the laws of the State of New Jersey or the United States, including, without limitation, the New Jersey Spill Compensation and Control Act and the federal Clean Water Act, the federal Toxic Substances Control Act, or any other applicable law, has occurred, such discharge or spill shall, if required by law, be immediately reported to the Owner and the Owner shall thereafter promptly report such to the New Jersey Department of Environmental Protection, the United States Environmental Protection Agency, and/or other appropriate enforcement agencies.

6. PATH shall ensure that any drill cuttings, decontamination water, soil, groundwater, waste, samples or other materials generated by the Permitted Parties during the Investigation Activities are placed in appropriate containers and are properly identified, sealed and removed from the Property, as directed by the Owner, as long as this practice is not in conflict with applicable law. PATH shall or shall cause one or more of the Permitted Parties to be responsible for the containerization, characterization and disposal of such materials and PATH shall, if required and permissible under law, affix PATH's generator identification number to all such waste utilizing a treatment storage and/or disposal facility.

7. Notwithstanding anything contained herein to the contrary, PATH shall not commence its Investigation Activities until it has applied for and received approval, if required, from any applicable governmental regulatory agencies and has transmitted any such approval notices to the Owner within five (5) business days after PATH's receipt of same. PATH assumes responsibility for complying with any and all legal requirements in connection with the performance of the Investigation Activities by the Permitted Parties, which any governmental agency having authority over the Investigation Activities and/or the Property may impose; this obligation shall survive termination or revocation of this Agreement. PATH shall simultaneously forward to the Owner a copy of any required notices it provides to any governmental agency. The Owner represents and warrants to the PATH that there are no approvals required to be obtained from the Owner regarding the performance of the Investigation Activities other than the approvals provided for in this Agreement. Prior to the start of the Investigation Activities, PATH shall submit a Health and Safety Plan to the Owner for review and the Owner's written concurrence.

8. The Investigation Activities shall be carried out in such a manner so as not to unreasonably interfere with the Owner's property and operations of the Property and operations of the Owner's tenant(s) or permittee(s), including, without limitation, the Crystal Point sales trailer/office which is located on the Property or the use of any Owner facility.

9. The Owner hereby approves the performance of the Investigation Activities described in this Agreement, subject to the terms and conditions of this Agreement.

10. (a) PATH agrees to be responsible for all work performed by the Permitted Parties as part of the Investigation Activities, including any plans and specifications, if any, used by it or the Permitted Parties and for any loss or damage to the extent resulting from the use thereof. Notwithstanding any rights the Owner may have reserved to itself hereunder, the Owner shall have no liabilities or obligations of any kind to any contractors or subcontractors engaged by PATH for the Investigation Activities unless resulting from the gross negligence of the Owner or its agents, employees or contractors, and to the fullest extent permitted by law, PATH hereby agrees to defend, indemnify, hold harmless, release, and discharge the Owner, its Commissioners, officers, agents, employees and contractors (i) of and from any and all liability, claims for damages or losses of any kind, whether legal or equitable, unless resulting from the gross negligence of the Owner or its agents, employees or contractors, or (ii) of and from any action or cause of action arising or alleged to arise out of the contracts between PATH and its contractors and subcontractors, unless resulting from the gross negligence of the Owner or its agents, employees or contractors. Nothing contained herein shall create or be deemed to create any relationship between the Owner and any contractor, architect, supplier, subcontractor or any other person engaged by PATH or any of its contractors in the performance of any part of the Investigation Activities, and the Owner shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for the performance of any portion of the Investigation Activities, or for materials purchased in connection with any portion of the Investigation Activities.

(b) PATH hereby assumes all risk of loss or damage to its property and further assumes any and all risk of loss or damage of any kind to property of or injury to (including death) persons or entities directly or indirectly arising out of, as a result of or in connection with the Investigation Activities, wherever the same shall occur, or entry upon the Property.

(c) PATH shall indemnify and hold harmless the Owner, its Commissioner, directors, officers, agents, members and employees from and against any and all claims, suits, demands, litigation, investigations and proceeding of any and all third parties including, without limitation, any governmental body or entity ("Claims") based upon the risks assumed by PATH hereunder, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by the Owner in the defense, settlement or satisfaction of such Claims, including but not limited to, attorneys' fees and costs of suit. If so requested by Owner, PATH will defend, at no cost or expense to the Owner, against all such Claims. PATH reserves the right to not raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

11. (a) PATH, at its sole cost and expense, shall procure and maintain, and PATH shall cause any of its contractors and subcontractors who are Permitted Parties to procure and maintain, the following insurance during the term and until any and all work required by the Investigation Activities has been fully and completely performed: (i) Workers' Compensation Insurance as required by law; (ii) Employer's Liability Insurance covering accidents (with a limit of at least \$1,000,000 per accident) and occupational diseases (with a limit of at least \$1,000,000 per employee); (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, borrowed and hired vehicles used by PATH, its contractors and subcontractors with limits of at least \$1,000,000 per occurrence for bodily injury or death and \$500,000 per occurrence for property damage or a combined single limit of at least \$1,000,000 per occurrence (such insurance shall contain an "occurrence" and not a "claims made" determinant of coverage); and (iv) Commercial General Liability Insurance, including Contractual Liability coverage, with limits of at least \$5,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of at least \$5,000,000 (such insurance shall contain an "occurrence" and not a "claims made" determinant of coverage) and shall name Owner as an additional insured. The coverage limits specified in clauses (i) through (iv) may be satisfied through a combination of a primary or underlying policy (including self-insurance) and an excess policy.

(b) PATH shall cause all insurance carried hereunder to be endorsed by the insurer to require that the insurer furnish the Owner with at least thirty (30) days' written notice prior to the effective date of cancellation of the insurance. All coverage of additional insureds shall be primary coverage as to the additional insureds.

(c) Prior to commencement of the Investigation Activities, PATH shall furnish the Owner with Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled or altered without at least thirty (30) days' prior written notice to the Owner. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that the Owner is an additional insured with respect to the Commercial General Liability Insurance, including Contractual Liability, referenced above. The insurance certificates shall be submitted to Robert Antonicello, Executive Director, at the address set forth in paragraph 15 hereof.

PATH agrees that this is an insured contract under its Commercial General Liability Insurance. The insurance required herein is intended to cover the Owner for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of this Agreement and/or the Investigation Activities.

(d) Notwithstanding anything contained herein to the contrary, the risks required to be insured by PATH herein may be self-insured, provided that all applicable statutory and regulatory criteria with respect to such self-insurance is satisfied. In no event may any contractors or subcontractors of PATH self-insure against any of the risks required to be insured herein.

12. Nothing herein contained shall be understood or construed to create or grant any third party benefits or rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein. The permission herein granted shall not create a tenancy or any other interest in the Property except a non-exclusive license.

18. This Agreement may not be modified or amended in any respect whatsoever unless such modification is reduced to writing and signed by each of the Parties.

19. Each person signing this Agreement on behalf of the Parties hereto warrants and assures that s/he has been duly authorized to execute such contracts to bind the party on whose behalf s/he executes this Agreement.

20. The Parties hereto each represent and warrant that they have the power and authority to enter into this Agreement and to perform their respective obligations hereunder.

The Owner hereby indicates its acceptance of this Agreement by signing and dating three (3) duplicate originals in the space provided below and returning the originals to PATH. Upon the execution by PATH of this Agreement, one fully-executed original will be returned to the Owner.

Accepted and agreed to this _____ day of _____, 2009:

| PATH Use Only | |
|-----------------------|----------------------|
| Approval as to Terms: | Approval as to Form: |
| | |

PORT AUTHORITY TRANS-HUDSON RAIL CORPORATION ("PATH")

By _____

Name _____
(Please Print Clearly)

(Title) _____

CITY OF JERSEY CITY

By _____

Name _____
(Please Print Clearly)

(Title) _____

JERSEY CITY REDEVELOPMENT AGENCY

By Christopher Fiore

Name Christopher Fiore
(Please Print Clearly)

(Title) Assistant Executive Director

Exhibit A – The Property

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

City Clerk File No. Res. 09-960

Agenda No. 10.W

Approved: NOV 24 2009

TITLE:



RESOLUTION GRANTING APPROVAL AND SUPPORTING PUBLIC SERVICE ELECTRIC AND GAS COMPANY'S APPLICATION TO THE WATERSHED REVIEW BOARD IN ORDER TO CONSTRUCT AN ACCESS ROAD ON PROPERTY OWNED BY THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is the owner of property more commonly known as Block 31001, Lot 12 in the Township of Rockaway, County of Morris (Property); and

WHEREAS, the Property is used by the Jersey City Municipal Utilities Authority and operated by United Water as the Split Rock Reservoir; and

WHEREAS, Public Service Electric and Gas Company (PSE&G) has requested permission to enter the portion of the Property shown on Exhibit "A" to construct a temporary access road for the construction of a new 500 kV transmission line necessary in order to provide safe and reliable electric service to the residents of New Jersey; and

WHEREAS, United Water has reviewed the proposed temporary access road and has indicated that construction of the road will have no impact on the operations of the City; and

WHEREAS, in order to construct a temporary access road, PSE&G needs to file an application and obtain approval from the Watershed Review Board; and

WHEREAS, the City desires to cooperate with PSE&G.

NOW, THEREFORE BE IT RESOLVED, that:

1) the City of Jersey City does hereby authorize PSE&G to file an application with the Watershed Review Board in connection with the proposed construction of a temporary access road on the City Property; and

2) subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is authorized to execute such documents as may be necessary to effectuate the purposes of this resolution.

RR/cw

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

09132

Certification Required

Not Required

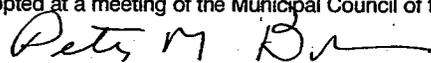
APPROVED 8-0
11/24/09

| 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 | ABSENT | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | VEGA | ✓ | | |

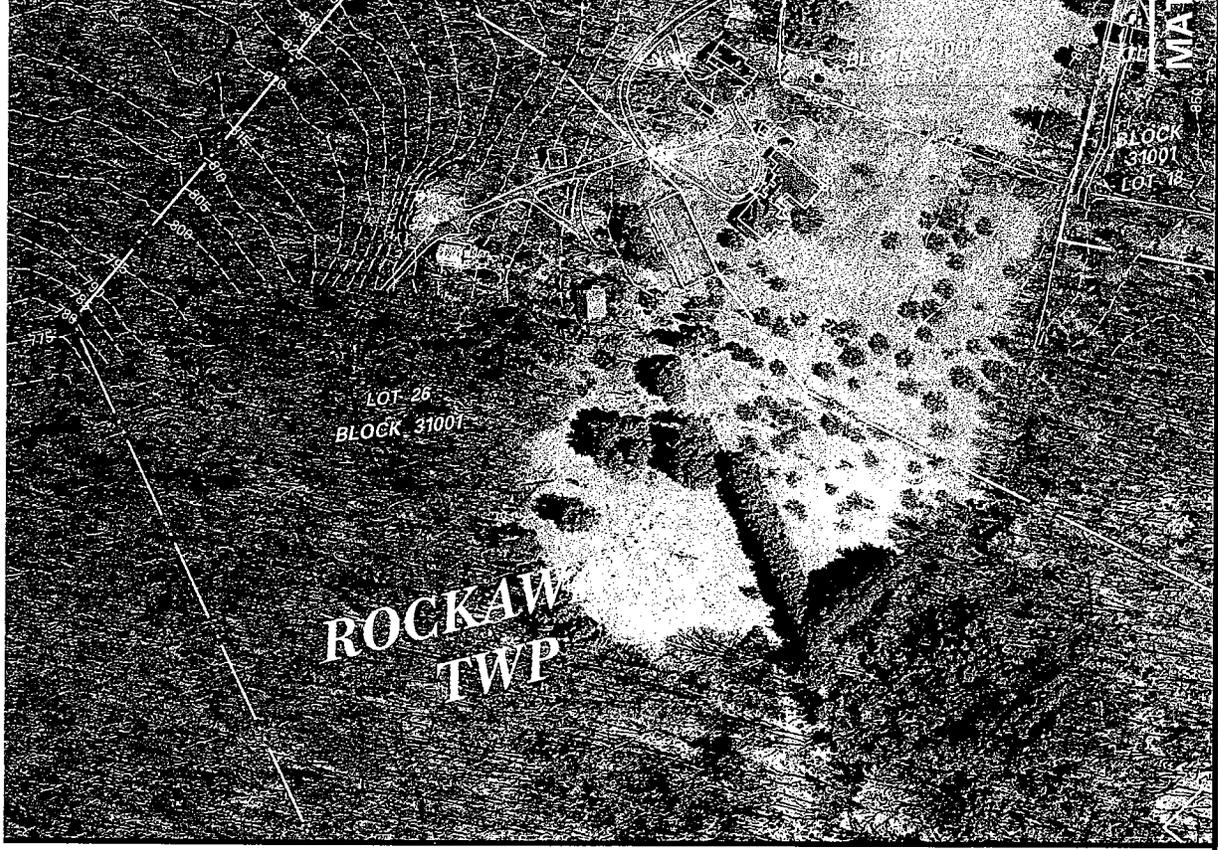
✓ Indicates Vote

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



| 3 | | | | |
|----|------------|--|-----|-----|
| 2 | | | | |
| 1 | 10-31-2009 | ACCESS ROADS, LAYDOWN AREAS, STRUCTURE LOCATIONS | CCK | DCC |
| NO | DATE | DESCRIPTION | DWN | CKD |

REVISION

| | |
|--|---|
|  PSEG <i>Services Corporation</i> | CORPORATE HEADQUARTERS 80 Park Plaza Newark, N.J. 07102-4194 Phone : (973) 430-7000 Fax : (973) 643-7350 |
| |  |
| SURVEYS & MAPPING <small>GEOGRAPHIC INFORMATION SYSTEMS</small> | |

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
 80 PARK PLAZA - NEWARK - NEW JERSEY - 07102-4194

JOHN P. RIBARDO

Copyright © Public Service Enterprise Group 2009

SUSQUEHANNA-ROSELAND TRANSMISSION PROJECT

TOWNSHIP OF ROCKAWAY MORRIS CO., N.J.

SITE PLAN

N.J. PROFESSIONAL ENGINEER NO. 24GE02957600 DRAWN CCK CHECKED RSD SCALE AS SHOWN
 COA No. 24GA28019400 DATE 12-12-2008 EXAMINED DCC AUTH Pr J-07016

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

City Clerk File No. Res. 09-961
 Agenda No. 10-X
 Approved: NOV 24 2009
 TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH
 NAMS DEVELOPERS, INC. FOR THE USE OF CITY OWNED
 PROPERTY LOCATED AT BLOCK 1931 LOTS 3.A, 3.B, 4.A
 LOCATION 642-644-646 COMMUNIPAW AVENUE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is the owner of Block 1931 Lots 3.A, 3.B, 4.A Address 642-644-646 Communipaw Avenue; and

WHEREAS, Nams Developers, Inc. has been utilizing said properties for the purpose of storing construction materials and general construction staging activities since July 2, 2009; and

WHEREAS, as per the attached letter from Mr. Charles J. Harrington attorney for Nams Developers, Inc. he his requesting that is client be granted an extension for an additional four months commencing on December 4, 2009 and ending April 4, 2010.

WHEREAS, Nams Developers, Inc. will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

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 an Amended License Agreement granting permission to Nams Developers, Inc. to enter onto 642-644-646 Communipaw Avenue owned by the City of Jersey City from April 4, 2010, for four (4) months expiring on April 4, 2010.
2. The Amended License 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; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: APPROVED AS TO LEGAL FORM
 Ann Marie Millett, Real Estate Manager

APPROVED:
 Business Administrator Corporation Counsel

Certification Required
 Not Required

2009132

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | ABSENT | | |
| 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

CONNELL FOLEY LLP
ATTORNEYS AT LAW

HARBORSIDE FINANCIAL CENTER
2510 PLAZA FIVE
JERSEY CITY, N.J. 07311-4029

(201) 521-1000
FAX: (201) 521-0100

ROSELAND OFFICE
85 LIVINGSTON AVENUE
ROSELAND, N.J. 07068-3702
(973) 535-0500

FAX: (973) 535-9217

NEW YORK OFFICE
888 SEVENTH AVENUE
NEW YORK, N.Y. 10106
(212) 262-2300

FAX: (212) 262-0050

PHILADELPHIA OFFICE
1500 MARKET STREET
PHILADELPHIA, PA 19102
(215) 246-3403
FAX: (215) 665-5727

JOHN A. PINDAR (1969)
GEORGE W. CONNELL (2008)
ADRIAN M. FOLEY, JR.
GEORGE J. KENNY
KENNETH R. KUNZMAN
SAMUEL D. LORD
RICHARD D. CATENACCI
RICHARD J. DADOLATO
PETER D. MAHAHAN
JOHN B. MURRAY
MARK L. FLEBER
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ANGELA A. RISO
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WILLIAM T. MCCLOD
BRENDAN JUDGE
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DARIN S. MCNALLY
STEPHEN V. PALANCA
JEFFREY L. O'HARA
TRICIA O'REILLY
ANTHONY R. VITTELLI
MARC D. HAEPNER
JONATHAN P. MCHENRY
JAMES P. RHATICAN
MATTHEW W. BAUER
BRAD D. SHALIT
W. NEVINS MCCANN
THOMAS J. OLEARY
MITCHELL W. TARASCHI
BARBARA M. ALMEIDA

COUNSEL
JOHN W. BUSELL
JOHN B. LA VECCHIA
FRANCIS E. SCHILLER
EUGENE R. SQUIER
NORL D. HUNTHREYS
ANTHONY ROMANO II
STEVE BARNETT
KARIN J. SPALDING
JODI ANNE HUDSON
CORNELIUS J. O'REILLY
RICHARD A. JACEN
NANCY A. SKIDMORE
THOMAS M. SCUDILLO

ELIZABETH M. TRANTINA
K. TREVOR LYONS
CRAIG S. DEMARESKI
ELIZABETH W. EATON
JOSEPH M. MURPHY
JASON E. MARX
MICHAEL A. SHADIACK
OWEN C. MCCARTHY
PATRICIA A. LEM
DOUGLAS A. SHORT
JAMES M. MERENDINO
MICHELE T. TANTALLA
AGNES ANTONIAN
BRYAN P. COUCH
GREGORY B. PETERSON
HECTOR D. RUIZ
NOL V. MODY
ROBERT A. VERDIBELLO
MICHAEL J. ACKERMAN
MELISSA A. ZAWADZKI
MEGHAN C. GOODWIN
MATTHEW S. SCHULTZ
JENNIFER S. CRITCHLEY
PATRICK S. BRANNIGAN
MATTHEW J. GIMMARO
DANIELA R. DAMICO
DANIELA BILUNES MURPHY
CHRISTINE I. CANNON
PHILIP W. ALLOCRAMENTO III
CATHERINE C. BRYAN
JAMES C. HATNEY
LAURE B. KACHONICK
MICHAEL D. RUDENOUR
MEGAN M. ROBBINS
ANDREW C. SAGLES
STEPHEN D. KESSLER
CHRISTOPHER ABATEMARCO
AARON M. BENDER
WILLIAM D. DEVEAU
DANIEL B. KESSLER
CONOR P. MURPHY
MEGHAN E. BARRETT
KURKSANAH L. LIGHARI
NICOLE B. DORT
PATRICK E. DURLING
CHRISTIAN J. JENSEN
JOSEPH A. VILLANI JR.
LEE B. WILSON
ANDREW B. RUCKMAN
E. KEVIN VOZ
BETH A. PERLUCCI
JENNIFER E. CONSTANTINO
CHRISTOPHER M. HENRICK
SUSAN KWIAKOWSKI
MONICA SETH
MELISSA D. LOPEZ
NEHA BANSAI

PLEASE REPLY TO JERSEY CITY, N.J.

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN PENNSYLVANIA

WRITER'S DIRECT DIAL

November 18, 2009

Via: Facsimile (201-547-5711) & Regular Mail

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, New Jersey 07302

Re: **Names Developers, Inc.
Redeveloper Application
642-644-646 Communipaw Avenue, Bl. 1931, Lots 3A, 3B & 4A
Jersey City, New Jersey**

Dear Ms. Miller:

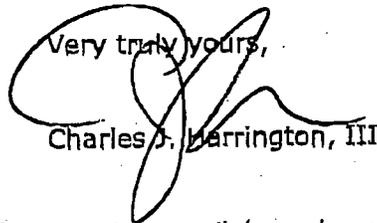
In response to your letter dated November 17, 2009 and in follow-up to our recent conversation, this letter will confirm that my client is requesting an extension of its License Agreement with the City of Jersey City regarding the above referenced property that is due to expire on December 4, 2009. In that regard, I am respectfully requesting a four (4) month extension of the License Agreement.

My client is scheduled to make a presentation to the Jersey City Redevelopment Agency ("JCRA") at its meeting on November 24, 2009 as part of its application and request to become the designated developer of these parcels. It is anticipated that the JCRA will vote on its consideration of my client's application at its meeting in December. At that time, my client will hopefully know if he has become the designated developer of the parcels.

Ann Marie Miller
Real Estate Manager
November 18, 2009
Page 2

I am providing a copy of this letter to my client and advising him that he will need to provide your office with an updated Certificate of Insurance for the additional four (4) month period, if approved by the City Council. Thank you for your review in this matter.

Very truly yours,



Charles J. Harrington, III

CJH:ga

cc: Nams Developer, attn: Mohan Myneni, via e-mail / regular mail

AMENDED LICENSE AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2009 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of the New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **NAMS DEVELOPERS, INC.**
Attn: Mohan Myneni, 682 Highway 440, Jersey City, New Jersey 07304 [Licensee]

WITNESSETH that:

1. The City is the owner of certain property located at Block 1931 Lots 3.A ,3.B & 4.A Location 642-644-646 Communipaw Avenue .
2. The Licensor agrees to grant the Licensee, the right to use and access 642-644-646 Communipaw Avenue for the purpose of storing construction materials, and general construction staging activities.
3. This License is for four months expiring on April 4, 2010.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements are permitted on the City Property.
6. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, or on or about the Property during the terms of this agreement, whether the use of the Property is

within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

7. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

8. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

9. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost of the City of Jersey City.

10. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License.

No other persons are to speak or act for Licensee.

11. All Notices between the parties hereto shall be address and delivered

to the following:

City: City of Jersey City
Office of Real Estate
Room B10 City Hall
280 Grove Street
Jersey City, New Jersey 07302

Licensee: Mohan Myneni
Nams Developers, Inc.
682 Highway 440
Jersey City, New Jersey 07304

12. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

13. Licensee shall at its own cost and expense, restore the property to the same condition it was in prior to the commencement date of this License to the reasonable satisfaction of the City .

14. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

15. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reasons or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

16. The City reserves the right to terminate the License at any time during the term

hereof with or without cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon (10) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O' Reilly
Business Administrator

WITNESS:

NAMS DEVELOPERS, INC.

Mohan Myneni

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

City Clerk File No. Res. 09-962
 Agenda No. 10.Y
 Approved: NOV 24 2009
 TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT WITH THE J.C. EPISCOPAL CDC A NON-PROFIT CORPORATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is the owner of property located in Block 1464, Lot 16, Block 1464, Lot C, Block 1464, Lot B, Block 1464, Lot A more commonly known as 34, 36, 38, and 40 Van Nostrand Avenue; and

WHEREAS, the J.C. Episcopal CDC a non-profit corporation of the State of New Jersey, needs to enter on the City's property to evaluate the vacant land and perform financial feasibility analysis of the property for use as affordable housing; and

WHEREAS, the J.C. Episcopal CDC will fully defend and insure the City for any damages or injuries arising from its use of property; and

WHEREAS, it is in the best interest of the City of Jersey City to permit the J.C. Episcopal CDC access to the property, subject to the terms and conditions set forth in the License Agreement attached.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator are hereby authorized to;

1. Extend a License Agreement granting permission to the J.C. Episcopal CDC to enter onto **Block 1464, Lot 16, Block 1464, Lot C, Block 1464, Lot B, Block 1464, Lot A, more commonly known as 34, 36, 38 and 40 Van Nostrand Avenue** for a period not to exceed 180 days commencing on the date the agreement is signed.
2. The License 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: Edward Coleman APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Royl Roddy
 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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** is made this _____ day of November 2009 between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "**LICENSOR**" and Jersey City Episcopal Community Development Corp., with offices at 514 Newark Avenue Jersey City, New Jersey 07306 hereinafter designated as "**LICENSEE**".

WITNESSETH that:

1. The Licensor is the owner of property located at the following sites in Jersey City, New Jersey as shown on the official map of the Tax Assessor of Jersey City, Hudson County, New Jersey (hereinafter the "**Property**").

| <u>BLOCK</u> | <u>LOT</u> | <u>ADDRESS</u> |
|--------------|------------|------------------------|
| 1464 | 16 | 34 Van Nostrand Avenue |
| 1464 | C | 36 Van Nostrand Avenue |
| 1464 | B | 38 Van Nostrand Avenue |
| 1464 | A | 40 Van Nostrand Avenue |

2. The Licensor agrees to permit the Licensee to enter into the Vacant Land for the sole purpose of conducting architectural and environmental inspections and additional activities.
3. The Licensee agrees that any work performed shall be at the Licensee's sole cost and expensed and shall be performed by a licensed contractor qualified in the State of New Jersey
4. All property, for which the Licensee has obtained access pursuant to this Agreement, must and shall be immediately restored to their previous conditions upon completion of conducting architectural and environmental inspections.
5. The Licensee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, contractors, subcontractors or invitees, in on or about the Property for the purposes set forth above with its permission, express or implied, and whether the use of the Property is within or outside the scope of the above permitted use. The obligations of the Licensee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.
6. The Licensee agrees to carry or require its contractor to carry property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary and appropriate by the City's Risk Manager. The Licensee shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor naming the Licensor, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificate of Insurance evidencing policies or insurance and proof of payment of

premium shall be delivered to the Licensor at least one week after execution of this Agreement. The obligation of the Licensee to indemnify the Licensor pursuant to the Section shall survive any termination of this Agreement.

7. The Licensee shall further furnish to the Licensor evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Licensee.
8. ALL accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the Property, 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 the prescribed forms to be provided by the Licensor.
9. The Licensee shall, accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees while on the premises, at no cost to the City of Jersey City.
10. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the licensed premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the Agreement, or not later than two (2) days 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.
11. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
12. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

**Licensor: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302**

**Licensee: Jersey City Episcopal Community Development Corp.
514 Newark Avenue
Jersey City, New Jersey 07306**

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages and forfeiture.

14. 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 Property is 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 the Agreement.
15. The Agreement shall commence on the date appearing above and shall automatically terminate within six month of the date of the resolution approving this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

CITY OF JERSEY CITY

ATTEST:

ROBERT BYRNE
CITY CLERK

BY: _____
BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS:

**Jersey City Episcopal Community
Development Corp.**

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

City Clerk File No. Res. 09-963
 Agenda No. 10.7
 Approved: NOV 24 2009
 TITLE: _____



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE-
 BUREAU OF JUSTICE ASSISTANCE
 2009 RECOVERY ACT - EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG) THROUGH THE COUNTY OF
 HUDSON**

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

WHEREAS, the City of Jersey City Police Department has been designated to receive \$444,909.00 from the 2009 Edward Byrne Justice Assistance Grant Program (JAG) and

WHEREAS, the 2009 Edward Byrne Award is part of an intergovernmental agreement between the County of Hudson and various other municipalities, including the City of Jersey City that is being submitted in conjunction with this acceptance resolution;

WHEREAS, the City of Jersey City desires to accept the grant funds from the US Department of Justice-Edward Byrne Justice Assistance Program to continue to address quality of life foot/vehicular patrols that address quality of life complaints, and to purchase CCTV in Car video feed equipment for 25 cars.

WHEREAS, the Jersey City Police Department has identified hot spots throughout Jersey City in various neighborhoods which will receive assigned patrols to reduce disorderly conduct and criminal activity; and

WHEREAS, the Edward Byrne Justice Assistance Grant Program will enable the Jersey City Police Department to utilize awarded funds to assign police officers during special weekend and holiday patrols including periods when regional security alerts are necessary and purchase CCTV in car video equipment for police vehicles.

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

- 1) Execute a grant agreement and/or contract in the amount of \$444,909.00 with the Hudson County Prosecutors Office on behalf of the U.S. Department of Justice-Bureau of Justice Assistance(BJA) under the 2009 Edward Byrne Justice Assistance grant program; and
- 2) The Office of Budget and Management is authorized to establish a grant account in the amount of \$444,909.00 broken down as follows:
 - 1) \$236,784.00 for Overtime salaries to continue and extend quality of life patrols.
 - 2) \$208,125.00 for the Purchase of CCTV in Car Video Feed Equipment.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator
 _____ Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | | ABSENT |
| 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

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to BA. _____

This summary sheet is to be attached to the front or any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets shall 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 AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE-BUREAU OF JUSTICE ASSISTANCE
2009 RECOVERY ACT - EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG) THROUGH THE COUNTY OF HUDSON**

- 1. Names and Title of Person Initiating Ordinance/Resolution:**
Samuel Jefferson, Police Director

- 2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**
Acceptance of the Edward Byrd Justice Assistance Grant Award FY 2009 in the amount of \$444,909.00

- 3. Reasons (Need) for the Proposed Program, Project etc:**
To continue and extend community-based policing program to improve quality of life in various neighborhoods throughout Jersey City.

- 4. Anticipated Benefits to the Community:**
Assigned patrols will significantly help to deter disorderly conduct reduce criminal activity.

- 5. 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.):**
No matching requirement.

- 6. Date Proposed Program or Project will Commence:**
October 1, 2008

- 7. Anticipated Completion:**
September 30, 2012

- 8. Person Responsible for Coordinating Proposed Program/Project:**
Samuel Jefferson, Director of Police

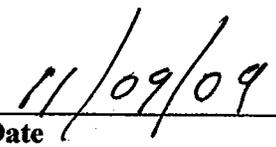
I certify that all the facts presented herein are accurate.

Division Director Signature

Date



Department Director Signature



Date

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

City Clerk File No. Res. 09-964
Agenda No. 10.Z.1
Approved: NOV 24 2009
TITLE:



RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2007 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987,c. 102 has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the City of Jersey City designates the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed ; and

WHEREAS, a resolution accepting the funds in the amount of \$231,402.82 for such tonnage grant will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulations.

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

- 1) The City of Jersey City hereby accepts the funds of \$231,402.82 from the New Jersey Department of Environmental Protection for the 2007 Recycling Tonnage Grant; and
- 2) The City of Jersey City designates the Jersey City Incinerator Authority to manage the grants funds in accordance with the Mandatory Source Separation and Recycling Act promulgated by the New Jersey Department of Environmental Protection; and
- 3) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

NOV 24 2009

TITLE: **RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2007
RECYCLING TONNAGE GRANT FROM THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

APPROVED: *Doana Triaver*

APPROVED AS TO LEGAL FORM

APPROVED: *Al Miller*
Business Administrator

Paul R. Kelly
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | | ABSENT |
| 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. 09-965

Agenda No. 10.Z.2

Approved: _____

WITHDRAWN



TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PREFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2010 FISCAL YEAR

COUNCIL
Resolution:

offered and moved adoption of the following

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

WHEREAS, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 255 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

WHEREAS, pursuant to PL 1997.c.256. Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

WHEREAS, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq. as Chief Municipal Public Defender effective July 1, 2009 and expiring on June 30, 2010; and

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

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

WHEREAS, Andrew C. Abrams, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Andrew C. Abrams, Esq. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Andrew C. Abrams, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Andrew C. Abrams, Esq. will receive the sum of Seven-Thousand (\$7,000.00) Dollars per year paid in monthly increments.

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY, TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PREFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2010 FISCAL YEAR

2. The total amount of this contract will be Seven Thousand (\$7,000.00) Dollar.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Seven Thousand (\$7,000.00) Dollars is available in Account No: 10-01-201-43-495-312 for payment of this resolution. *PO 98628*


Donna Mauer, Chief Financial Officer

ms:

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 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.

Andrew Abrams, Esq.
255 Newark Avenue
Jersey City, New Jersey 07302

RE: Chief Municipal Public Defender

Dear Mr. Abrams:

Jersey City has established a Public Defender Program pursuant to Public Laws 1997, Chapter 256, Section 3 (N.J.S.A. 2B:12-28). You have been selected to serve as Chief Municipal Public Defender. This selection is in addition to and separate and apart from your contract as a participating trial attorney. Your term as Chief Municipal Public Defender will commence July 1, 2009 and expire June 30, 2010. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

As Chief Municipal Public Defender, your duties shall be to schedule, supervise and coordinate the public defenders and administer the office functions related thereto. Your fee will be \$7,000.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm.

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

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files. It is imperative that a signed

agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

Very truly yours,

WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL

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

Dated: _____

Signature

Please print or type name here

Chief Public Defender
Andrew Abrams, Esq.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

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

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

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

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

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

Representative's Name/Title (Print):

ANDREW C. ABRAMS

Representative's Signature: [Signature]

Name of Company: ANDREW C. ABRAMS

Tel. No.: 201-659-5500 Date: 8/28/09

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

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

Form AA302

Employee Information Report

Form AA302
Rev. 10/08

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

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$15.000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 158-68-5015

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

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

4. COMPANY NAME: ANDREW C. ABRAMSON

5. STREET: 255 NEWARK AVE. CITY: J.L. COUNTY: HUDSON STATE: NY ZIP CODE: 07302

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

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

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

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

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

Official Use Only: DATE RECEIVED: _____ ISSUING 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 AVEEO-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 | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | |
| Total employment from previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | | | | | | | | | | | | | | |

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 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: 9 DAY: 8 YEAR: 08

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): ANDREW C. ABRAMSON SIGNATURE: [Signature] TITLE: _____ DATE: 8 28 09

17. ADDRESS NO. & STREET: 255 NEWARK AVE. CITY: J.L. COUNTY: HUDSON STATE: NY ZIP CODE: 07302 PHONE (AREA CODE, NO. EXTENSION): 201-659-5500

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

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

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

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.
- ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.
- ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.
- ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.
- Racial/Ethnic Groups will be defined:**
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.
- ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.
- ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

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

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

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

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

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

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

Representative's Name/Title Print): ANDREW C. ABRAMS
Representative's Signature: *Andrew C. Abrams*
Name of Company: ANDREW C. ABRAMS
Tel. No.: 201-659-5500 Date: 8/28/09

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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

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

Business Name : ANDREW C. ABRAMS
Address : 255 NEWARK AVE, JL, NJ 07302
Telephone No. : 201-659-5500
Contact Name : _____

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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 : ANDREW C. ABRAMS
Address : 255 NEWARK AVENUE, JL, NJ 07302
Telephone No. : (201) 659-5500
Contact Name : _____

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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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.

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

09/15/06

Taxpayer Identification# 153-685-015/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ABRAMS, ANDREW C

TRADE NAME:

ADDRESS:

255 NEWARK AVE
JERSEY CITY NJ 07302

SEQUENCE NUMBER:

1264894

EFFECTIVE DATE:

09/15/06

ISSUANCE DATE:

09/15/06



Acting Director
New Jersey Division of Revenue

Certification 5708

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

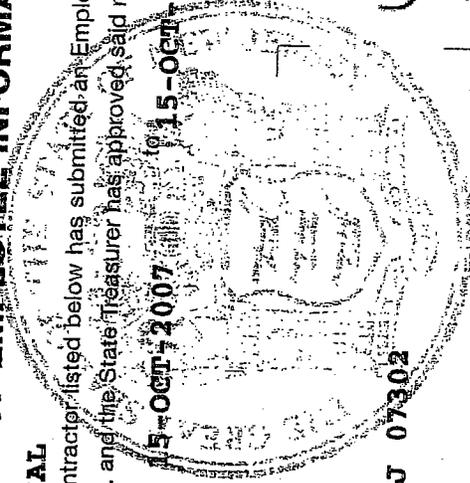
INITIAL

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

15-OCT-2007 to 15-OCT-2014

ANDREW C. ABRAMS
255 NEWARK AVENUE
JERSEY CITY

NJ 07302



Andrew C. Abrams
Acting State Treasurer

OneBeacon Insurance Company

One Beacon Lane
Canton, MA 02021



DECLARATIONS

POLICY NUMBER: CBP-1519-09

LAWYERS' PROFESSIONAL LIABILITY POLICY - NEW JERSEY

THIS IS A CLAIMS-MADE POLICY. THE POLICY PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES OF ALLEGED WRONGFUL ACTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY. THIS POLICY COVERS ONLY CLAIMS OR POTENTIAL CLAIMS ACTUALLY MADE AGAINST YOU WHILE THE POLICY REMAINS IN EFFECT AND ALL COVERAGE UNDER THE POLICY CEASES UPON THE TERMINATION OF THE POLICY, EXCEPT FOR AUTOMATIC EXTENDED REPORTING COVERAGE OR ANY ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE PURCHASED BY YOU. FOR LIMITS \$1,000,000 AND ABOVE, CLAIM EXPENSES SHALL NOT REDUCE THE PORTION OF THE LIMIT OF LIABILITY THAT REMAINS AVAILABLE TO PAY CLAIMS UNTIL CLAIM EXPENSES HAVE BEEN INCURRED IN AN AMOUNT THAT EQUALS OR EXCEEDS 50 PERCENT OF THE POLICY LIMIT OF LIABILITY. THE PORTION OF THE LIMIT OF LIABILITY THAT REMAINS AVAILABLE TO PAY CLAIMS MAY BE REDUCED ONLY BY THE PORTION OF INCURRED CLAIM EXPENSES GREATER THAN 50 PERCENT OF THE POLICY LIMIT OF LIABILITY. THE PORTION OF THE LIMIT OF LIABILITY AVAILABLE TO PAY CLAIMS SHALL NOT BE REDUCED TO AN AMOUNT LESS THAN 50 PERCENT OF THE POLICY LIMIT OF LIABILITY, REGARDLESS OF THE AMOUNT OF CLAIM EXPENSES INCURRED. PLEASE READ YOUR POLICY CAREFULLY.

Item 1. Named Insured and Mailing Address:

Abrams and Wofsy, Counsellors at Law
255 Newark Avenue
Jersey City, NJ 07302

Item 2. From: 08/01/2009 To: 08/01/2010

12:01 a.m. Standard Time at the Named Insured's Address stated in Item 1.

Item 3. Limit of Liability:

\$500,000 Each Claim
\$1,000,000 Aggregate

Item 4. Deductible:

\$10,000 Each Claim
\$N/A Aggregate Deductible

Item 5. Retroactive Date: None

Item 6. Premium: \$5,800.00 New Jersey Surcharge: \$81.20

Gross Premium: The Company will pay a percentage of the premium shown above as brokerage commission. The Company does not pay contingent or deferred commissions. Consult your broker for information concerning commission.

Net Premium: The premium shown above is net, and the Company will pay no brokerage commission of any kind thereon.

Item 7. Named Insured is a:

- Corporation Partnership
 Individual LLC / LLP
 Sole Proprietorship
 Other:

Item 8. Optional Extended Reporting Period:

\$7,250 12 Months
\$10,730 24 Months
\$11,600 36 Months
\$17,400 Unlimited

These Declarations, the application and its attachments, and the policy together with all endorsements thereto constitute the entire agreement between the Company and the Insured(s).

OneBeacon Insurance Company

By: Dege Runey

Its Authorized Representative

08/12/2009

Date

OneBeacon Insurance Company
One Beacon Lane
Canton, MA 02021



DECLARATIONS

POLICY NUMBER: CBP-1519-09

LAWYERS' PROFESSIONAL LIABILITY POLICY - NEW JERSEY

THIS IS A CLAIMS-MADE POLICY. THE POLICY PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES OF ALLEGED WRONGFUL ACTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE STATED IN THE POLICY. THIS POLICY COVERS ONLY CLAIMS OR POTENTIAL CLAIMS ACTUALLY MADE AGAINST YOU WHILE THE POLICY REMAINS IN EFFECT AND ALL COVERAGE UNDER THE POLICY CEASES UPON THE TERMINATION OF THE POLICY, EXCEPT FOR AUTOMATIC EXTENDED REPORTING COVERAGE OR ANY ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE PURCHASED BY YOU. FOR LIMITS \$1,000,000 AND ABOVE, CLAIM EXPENSES SHALL NOT REDUCE THE PORTION OF THE LIMIT OF LIABILITY THAT REMAINS AVAILABLE TO PAY CLAIMS UNTIL CLAIM EXPENSES HAVE BEEN INCURRED IN AN AMOUNT THAT EQUALS OR EXCEEDS 50 PERCENT OF THE POLICY LIMIT OF LIABILITY. THE PORTION OF THE LIMIT OF LIABILITY THAT REMAINS AVAILABLE TO PAY CLAIMS MAY BE REDUCED ONLY BY THE PORTION OF INCURRED CLAIM EXPENSES GREATER THAN 50 PERCENT OF THE POLICY LIMIT OF LIABILITY. THE PORTION OF THE LIMIT OF LIABILITY AVAILABLE TO PAY CLAIMS SHALL NOT BE REDUCED TO AN AMOUNT LESS THAN 50 PERCENT OF THE POLICY LIMIT OF LIABILITY, REGARDLESS OF THE AMOUNT OF CLAIM EXPENSES INCURRED. PLEASE READ YOUR POLICY CAREFULLY.

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255 Newark Avenue
Jersey City, NJ 07302

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\$1,000,000 Aggregate

Item 4. Deductible:

\$10,000 Each Claim
\$N/A Aggregate Deductible

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Item 6. Premium: \$5,800.00 New Jersey Surcharge: \$81.20

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 Sole Proprietorship
 Other:

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\$10,730 24 Months
\$11,600 36 Months
\$17,400 Unlimited

These Declarations, the application and its attachments, and the policy together with all endorsements thereto constitute the entire agreement between the Company and the Insured(s).

OneBeacon Insurance Company

By: Greg Runey
Its Authorized Representative

08/12/2009
Date

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

City Clerk File No. Res. 09-966

Agenda No. 10.Z.3

Approved: _____

WITHDRAWN



TITLE:

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

COUNCIL
Resolution:

offered and moved adoption of the following

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Sixty-Six Thousand (\$66,000) Dollars is presently available in the temporary budget Account No.: 10-01-201-43-495-312 for the costs of these services; and

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

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

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

TITLE:

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

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

I hereby certify that there are sufficient funds available in Account No.: 10-01-201-43-495-312 for payment of this Resolution. PO 98629-98646 \$66,000.00


Donna Mauer, Chief Financial Officer

MS:

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | | | | GAUGHAN | | | | BRENNAN | | | |
| DONNELLY | | | | FULOP | | | | FLOOD | | | |
| LOPEZ | | | | RICHARDSON | | | | VEGA | | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-967
 Agenda No. 10.Z.4
 Approved: NOV 24 2009
 TITLE: _____



RESOLUTION AUTHORIZING A SETTLEMENT OF THE CLAIM OF MICHELLE ZARRO AGAINST THE CITY OF JERSEY CITY, ET AL

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

WHEREAS, Michelle Zarro [Plaintiff] filed a notice of claim alleging a violation of her civil rights; and

WHEREAS, the parties agreed to the appointment of a mediator, Maureen Binetti, Esq., of Wilentz, Goldman & Spitzer to mediate the matter; and

WHEREAS, as a result of the mediation sessions and extensive negotiations between the parties, the parties agreed that the City shall pay Michelle Zarro One Hundred Thousand Dollars (\$100,000) for damages including attorney's fees, relating to her civil rights claim as well as settle her worker's compensation claim in Petition 2008-1143; and

WHEREAS, the settlement is subject to confirmation that there are funds available with the Insurance Fund Commission to pay for the within resolution.

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

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

JM/he
11/04/09

APPROVED: _____
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Asst Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| | | | | | | | | 11/24/09 | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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. 09-968
 Agenda No. 10.Z.5
 Approved: NOV 24 2009
 TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A NORTHBOUND, NEAR-SIDE BUS STOP ON PACIFIC AVENUE @ BARBARA PLACE, ALL TIMES AND A SOUTHBOUND, FAR-SIDE BUS STOP ON PACIFIC AVENUE @ BARBARA PLACE, ALL TIMES

The Municipal Council as a whole resolution:

offered and moved adoption of the following

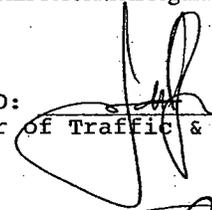
WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations designating, deleting and/or amending bus stops; and

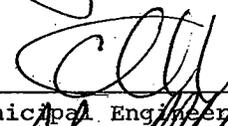
WHEREAS, the provisions of Section 3-54(A)(C)(6) of the Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

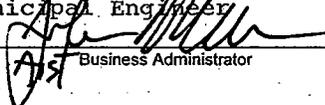
WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations be promulgated (Nos. 09-084 and 09-085) designating a bus stop at the locations described; and

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

- a. The attached regulations shall be a part of the Manual of Bus Stop Designations of the City of Jersey City:
 - (No. 09-084) Designate a northbound, near-side bus stop on Pacific Avenue @ Barbara Place, all times
 - (No. 09-085) Designate a southbound, far-side bus stop on Pacific Avenue @ Barbara Place, all times
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
- c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
- d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
 Director of Traffic & Transportation

APPROVED:  *For 11/18/09* APPROVED AS TO LEGAL FORM
 Municipal Engineer

APPROVED:  CORPORATION COUNSEL
 Business Administrator

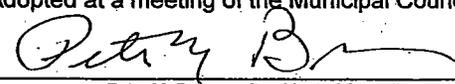
JDS:pcl (11.6.09) Certification Required
 Not Required

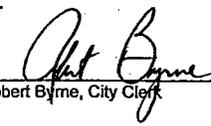
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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

CITY OF
JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



Richard D'Amico
Census
2010

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



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

Regulation 09-84

November 5, 2009

**BUS STOP REGULATION
DESIGNATED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-54 (C)(6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET

HOURS

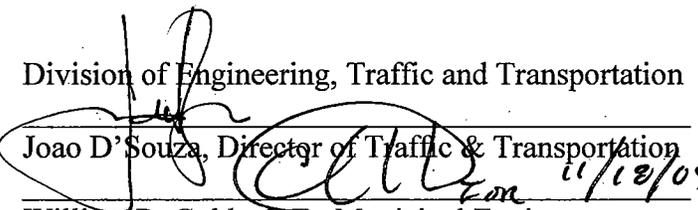
1. Pacific Avenue, Northbound on the easterly side at:

All Times

a. Barbara Place - (near-side)

Beginning at the southerly curb line of Barbara Place and extending to a point 105 feet southerly therefrom.

Division of Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

William R. Goble, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____



CITY OF
JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



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

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

Regulation 09-085

November 6, 2009

**BUS STOP REGULATION
DESIGNATED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-54 (C)(6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

| STREET | HOURS |
|---|-----------|
| 1. <u>Pacific Avenue</u> , Southbound on the westerly side at: a. Barbara Place - (far-side) Beginning at the southerly curb line of Barbara Place and extending to a point 100 feet southerly therefrom. | All Times |

Division of Engineering, Traffic and Transportation

[Signature]
 Joao D'Souza, Director of Traffic & Transportation
[Signature] For 11/18/09
 William R. Goble, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____



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 supplementing the Manual of Bus Stop Designations of the City of Jersey City designating a northbound, near-side bus stop on Pacific Avenue @ Barbara Place, all times and a southbound, far-side bus stop on Pacific Avenue @ Barbara Place, all times

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Councilwoman Richardson on behalf of the Lafayette Senior Living Center

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

Designate a northbound, near-side bus stop on Pacific Avenue @ Barbara Place, all times
Designate a southbound, far-side bus stop on Pacific Avenue @ Barbara Place, all times

4. Reasons (need) for the proposed program, project, etc.:

To accommodate those individuals traveling to and from the Lafayette Senior Living Center

5. Anticipated benefits to the community:

Establish a northbound and southbound bus stop in the vicinity of the Lafayette Senior Living Center.

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 contribute

No cost to the City. New Jersey Transit will remove and install the bus stop signs.

7. Date proposed program, or project will commence:

Upon adoption by the Municipal Council

8. Anticipated completion date:

Twenty Days after adoption by the Municipal Council.

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

Monte Zucker, Division of Engineering, Traffic and Transportation

10. Additional comments:

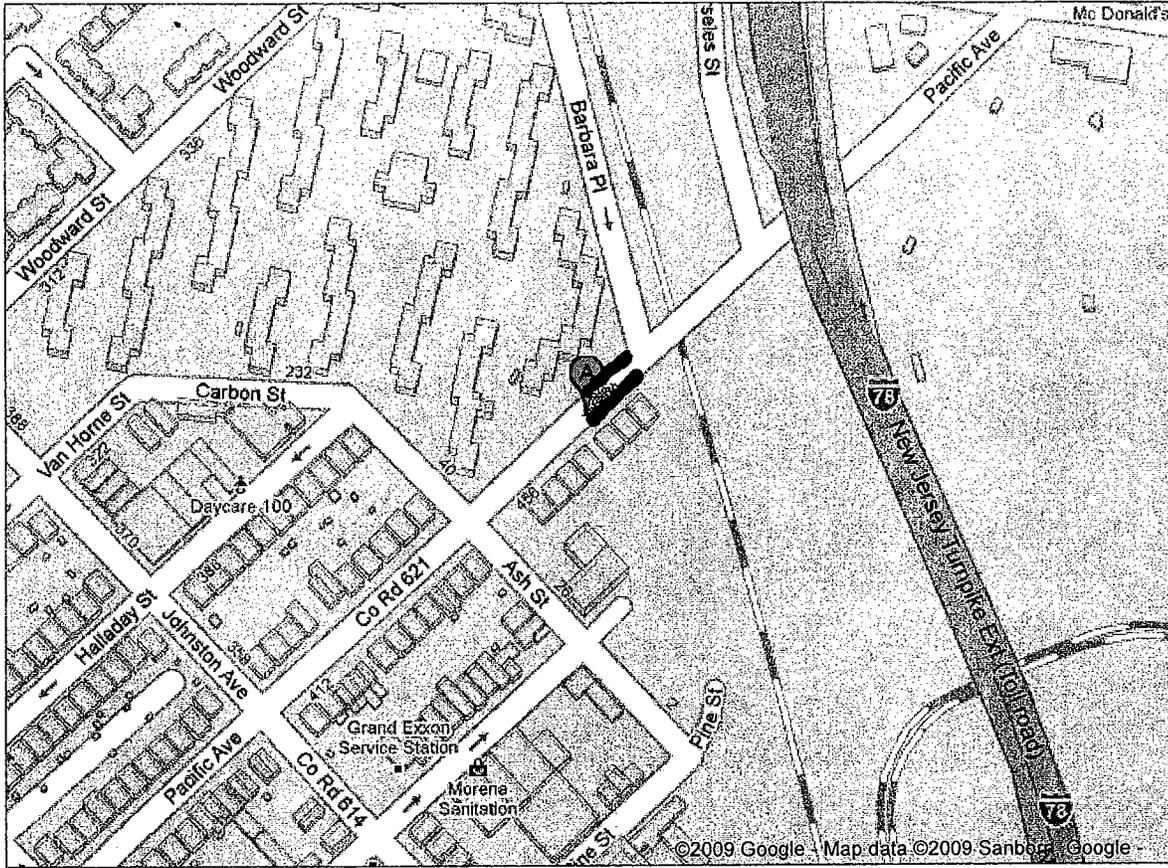
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Municipal Engineer Date

Signature of Department Director Date

Google maps Address



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

City Clerk File No. Res. 09-969

Agenda No. 10.Z.6

Approved: NOV 24 2009



TITLE:

RESOLUTION SUPPORTING NEW JERSEY SENATE BILL NO. 1866 WHICH WOULD ALLOW JUDGES THE DISCRETION TO WAIVE MANDATORY MINIMUM SENTENCES FOR SOME NONVIOLENT DRUG OFFENSES.

WHEREAS, harsh and ineffective mandatory minimum sentences for nonviolent drug offenses have caused incarceration in the United States to reach historically unprecedented levels with more than 2.2 million people incarcerated and 1 in 100 adults now behind bars; and

WHEREAS, the U.S. now has the highest incarceration rate in the world; and

WHEREAS, trends in New Jersey mirror this national trend with the prison population in New Jersey rising from 7,990 in 1982 to 25,436 in 2009; and

WHEREAS, the percentage of individuals serving mandatory minimum sentences rose from 11 percent to 69 percent over the same time period; and

WHEREAS, in 1987 only 11 percent of individuals incarcerated in New Jersey were incarcerated for nonviolent drug offenses and today 29 percent of those incarcerated are incarcerated for nonviolent drug offenses, and

WHEREAS, the overuse of incarceration and harsh and ineffective mandatory minimum sentences for nonviolent drug offenses has dramatically increased New Jersey's financial expenditure on its corrections system; and

WHEREAS, over the last twenty years the New Jersey Department of Corrections' budget grew from \$289 million a year to a staggering \$1.33 billion a year; and

WHEREAS, the growth of the Corrections budget far outstrips all other areas of state budget growth; and

WHEREAS, from 1979 until 2006, the Corrections budget grew by a factor of 13 while the overall budget grew by a factor of six; and

WHEREAS, in the 1980s and 1990s corrections spending in New Jersey grew at three times the rate of spending on education; and

WHEREAS, it costs New Jersey taxpayers \$46,880 a year to incarcerate each individual; and

WHEREAS, it costs New Jersey taxpayers approximately \$331 million a year just to incarcerate individuals for nonviolent drug offenses; and

WHEREAS, in addition to the direct economic costs, the overuse of incarceration and harsh and ineffective mandatory minimum sentences for nonviolent drug offenses contains staggering hidden economic and social costs; and

WHEREAS, formerly incarcerated individuals face an array of challenges as they attempt to reintegrate into society after release from prison; and

WHEREAS, formerly incarcerated individuals earn on average between 30 and 40 percent less than those without prison records; and

WHEREAS, a prison record significantly reduces lifetime earning and wages due to decreased earning ability; and

WHEREAS, a report found that individuals incarcerated for nonviolent drug offenses in New Jersey in the year 2003 alone, will suffer over \$700 million in lost wages over their lifetime; and

WHEREAS, this \$700 million in lost wages translates to \$700 million in lost taxable income to the state of New Jersey; and

WHEREAS, the economic and social burden incurred by the overuse of incarceration and harsh and ineffective mandatory minimum sentences fall disproportionately on New Jersey's most vulnerable communities; and

WHEREAS, African Americans and Latinos comprise 81 percent of those incarcerated in New Jersey although African Americans and Latinos comprise only 27 percent of the population of New Jersey; and

WHEREAS, incarceration triggers a downward spiral of disadvantage that negatively affects the person incarcerated, their family and the community; and

RESOLUTION SUPPORTING NEW JERSEY SENATE BILL NO. 1866 WHICH WOULD ALLOW JUDGES THE DISCRETION TO WAIVE MANDATORY MINIMUM SENTENCES FOR SOME NONVIOLENT DRUG OFFENSES.

TITLE:

WHEREAS, the overuse of incarceration and harsh and ineffective mandatory minimum sentences for nonviolent drug offenses makes tens of thousands of New Jerseyans permanent economic and labor market outsiders; and

WHEREAS, the overuse of incarceration and harsh and ineffective mandatory minimum sentences increases and entrenches poverty in our most vulnerable communities; and

WHEREAS, ineffective and unfair mandatory minimum sentences are opposed by a wide range of legal, professional, and religious organizations including: the U.S. Conference of Mayors, U.S. Sentencing Commission, American Bar Association, Federal Court Study Committee, The Judicial Conference of the United States, National Black Police Association, American Civil Liberties Union, American Psychological Association, Criminal Justice Policy Foundation, American Baptist Churches in the USA, American Friends Service Committee, Church of the Brethren Witness, Church Women United, Clergy for Enlightened Drug Policy, Episcopal Church, Evangelical Lutheran Church in America, Mennonite Central Committee U.S., National Baptist Convention of America, Inc., National Baptist Convention USA, Inc., National Council of Churches, National Missionary Baptist Convention, Presbyterian Church (USA), Prison Fellowship Ministries, Progressive National Baptist Convention, Religious Coalition for a Moral Drug Policy, U.S. Conference of Catholic Bishops, Union for Reform Judaism, Unitarian Universalist Association, United Church of Christ, United Methodist Board of Church and Society, United Methodist Church; and

WHEREAS, the State of New Jersey is facing a severe budget deficit and economic challenge resulting in painful cuts to critical social services and programs;

WHEREAS, New Jersey could save millions of dollars of taxpayer money by reforming its laws related to nonviolent drug offenses, limiting its overuse of prison; and repealing mandatory minimum sentences for nonviolent drug offenses; and

WHEREAS, the time has come for new solutions that strengthen and support New Jersey's most vulnerable families and communities rather than tearing them apart; and

WHEREAS, New Jersey Senate Bill No. 1866 would allow judges the discretion to waive mandatory minimum sentences for some nonviolent drug offenses; and

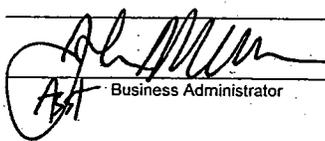
WHEREAS, the passage of this resolution would be in the best interests of the citizens of the City of Jersey City, now, therefore

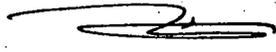
NOW THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby support the proposed New Jersey Senate Bill No. 1866; urge the New Jersey Senate to pass the bill and urge Governor Jon S. Corzine to sign the bill; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be forwarded to the Governor of the State of New Jersey, to the Speaker of the New Jersey Assembly, to the President of the New Jersey Senate, and to the Sponsors of New Jersey Senate Bill No. 1866.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

 _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

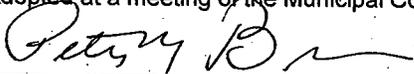
APPROVED 6-0-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|---------|------|---------------|-----|---------|------|----------------|-----|--------|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | | ABSTAIN | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| DONNELLY | ✓ | | | FULOP | | ABSTAIN | | 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. 09-970

Agenda No. 10.Z.7

Approved: NOV 24 2009

TITLE:



RESOLUTION HONORING ANITA LAWRENCE

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

WHEREAS, Anita Lawrence, a native of Jersey City devotes her time and energy to her family, job, church and shopping. She is a people person and a positive role model in her community, her church and in the Prudential Insurance Company; and

WHEREAS, Anita Lawrence has been employed by the Prudential Insurance Company for the last 44 years.. Anita worked in the individual insurance and Group Insurance operations for most of her Prudential career. Beginning in the Mall Division in Newark, she worked her way up to a Management position in Group Insurance in Roseland, where she is the Manager of Group Medical Underwriting. Anita credits her successful career at Prudential to her love of working with and helping people; and

WHEREAS, through the years Anita has met many young people whom she watched grow up, get married and have children and grandchildren. She has developed many of these relationships into friendships that continued to this day; and

WHEREAS, Anita Lawrence is not only a good friend, but she is a great mentor. She has helped to develop now-seasoned professionals during her career at Prudential. Under her guidance, many of her associates have moved on to take leadership roles both inside and outside of the company; and

WHEREAS, Anita is the loving mother of two sons and the grandmother of one grandson and two granddaughters. Much of her leisure time is spent spoiling them and shopping. She is a devoted member of the New Hope Baptist Church in Newark, New Jersey; and

WHEREAS, on December 5, 2009 Anita's friends will honor her as she will retire on January, 2010 after 45 years of service at Prudential. She plans to travel, relax and continue to spoil her grandchildren. Anita hopes to do some volunteer work at a hospital or daycare center where she can continue working with children and young adults. She believes being around young people will continue to keep her youthful.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Anita Lawrence, an inspiration to us all.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
11/24/09

| 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 | | | ABSENT |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-971
 Agenda No. 10.Z.8
 Approved: NOV 24 2009



TITLE: **Resolution Congratulating
 The Jersey City Cricket Club
 ON WINNING THE 2009 TWENTY20
 CRICKET TOURNAMENT CHAMPIONSHIP**

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

WHEREAS, Cricket is a national bat-and ball team sport that dates back to the 16th century. The true birthplace and origins of cricket is a topic for great debate and speculation. Cricket remains a major world sport in terms of participants, spectators and media interest. In the early 21st century, Twenty20, a new version of cricket with a much faster, more compressed format, emerged in India. A typical Twenty20 game lasts about three hours, in contrast to the regular cricket's customary five-day test match; and

WHEREAS, Twenty20 has taken the cricketing world by storm. Twenty20 cricket was originally introduced in the United Kingdom for professional inter-county competition by the England and Wales Cricket Board (ECB), in 2003. The inaugural World Twenty20 was played in South Africa in 2007 with India defeating Pakistan in the final; and

WHEREAS, Jersey City has one of the most diverse populations in the United States with an array of ethnicities and cultures. The game of cricket also reaches across boundaries, bringing people of West Indian, Indian, Pakistani, English and Australian descents together; and

WHEREAS, the Jersey City Cricket Club established 1991, plays its home matches at Hudson County's Laurel Hill Park in Secaucus. The club is led by their Captain, Richard Bisram, and their Vice Captain, Keval Bassit; and

WHEREAS, the Jersey City Cricket Club's Official Scorer, Manager, President and sponsors all contributed to the club's successful season and championship. Their hard work, dedication and leadership propelled the club to win the 2009 Twenty20 Tournament Championship in the New Jersey Association's inaugural season.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby congratulate the following players and individuals who took part in 2009 season and championship game. We thank the team for the honor it brings to our city.

Amit Shivkumar, President
Dave Shivkumar, Manager
Richard Bisram, Captain
Keval Bassit, Vice Captain
Mahendra Samlall, Official Scorer
Anil Bigram

Kenny Bulkan
Sham Chintaman
Carlton Crandon
Sheik Fatal
Richie Gayadeen
Nicholas Joseph

Peter Kaulesar
Neil McGarrell
Vishal Patel
Navin Persaud
Mukesh Sookran
Shawn Stanislaus

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-972

Agenda No. 10.Z.9

Approved: NOV 24 2009

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CRIMSON FIRE INC. FOR FURNISHING AND DELIVERING THREE (3) 1500 GPM FIRE PUMPER AND ONE (1) 100' TRACTOR DRAWN AERIAL TRUCK OR APPROVED EQUAL TO THE DEPARTMENT OF FIRE HEADQUARTERS

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Furnishing and Delivering **Three (3) 1500 GPM Fire Pumper and One (1) 100' Tractor Drawn Aerial Truck** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest responsible bid being that from **Crimson Fire Inc., 907 7th Avenue North, Brandon, SD 57005** in the total base bid amount of **Two Million, Sixty Eight Thousand, Four Hundred Fifty One (\$2,068,451.00) Dollars** ; and

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

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

Department of Fire

| | | |
|-----------------------------|----------------|------------------------|
| Acct. No. 04-215-55-876-999 | P.O. NO. 98627 | Amount: \$2,000,000.00 |
| Acct. No. 04-215-55-848-990 | P.O. NO. 98626 | Amount: \$68,451.00 |

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Crimson Fire Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Acting Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

(Continued on Page 2)

TITLE: **NOV 2 4 2009**

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CRIMSON FIRE INC. FOR FURNISHING AND DELIVERING THREE (3) 1500 GPM FIRE PUMPER AND ONE (1) 100' TRACTOR DRAWN AERIAL TRUCK OR APPROVED EQUAL TO THE DEPARTMENT OF FIRE HEADQUARTERS

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 Account No. 04-215-55-876-999 and 04-215-55-848-990

Department of Fire

Acct. No. 04-215-55-876-999 P.O. NO. 98627 Amount: \$2,000,000.00
Acct. No. 04-215-55-848-990 P.O. NO. 98626 Amount: \$68,451.00

Approved by Peter Folgado, Acting Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
11/24/09

| 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 | | ABSENT | |
| 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

972

**RESOLUTION FACT SHEET
OF BID RECEPTION**

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CRIMSON FIRE INC. FOR FURNISHING AND DELIVERING THREE (3) 1500 GPM FIRE PUMPER AND ONE (1) 100' TRACTOR DRAWN AERIAL TRUCK OR APPROVED EQUAL TO THE DEPARTMENT OF FIRE HEADQUARTERS

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Armando Roman, Director, Fire Department

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION

Peter Folgado, Acting Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Eight (8)

DATE BIDS WERE PUBLICLY RECEIVED:

October 20, 2009

NUMBER OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Furnishing and Delivering Three (3) 1500 GPM Fire Pumper and One (1) 100' Tractor Drawn Aerial Truck

IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION) :

| | | Grand Total Bid Price |
|----|---|-----------------------|
| 1. | Crimson Fire Inc 907 7 th Avenue North Brandon, SD 57005 | \$2,068,451.00 |
| 2. | Absolute Fire Protection Co. 2800 Hamilton Boulevard South Plainfield, NJ 07080 | \$2,231,490.00 |

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

Date 11/20/09

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

**Peter Folgado, Acting Director
Division of Purchasing**

EXHIBIT A (Cont)

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

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

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

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

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

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

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

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

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

Representative's Name/Title (Print) Kevin Crump, President
 Representative's Signature: _____
 Name of Company: Crimson Fire
 Date: 10/14/09

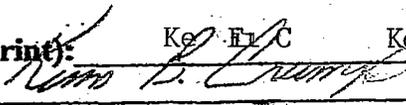
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Kevin Crump, President
Representative's Signature: 
Name of Company: Crimson Fire
Tel. No.: 605.582.4000 Date: 10/14/09

**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 : Crimson Fire
Address : 907 7th Avenue, Brandon, Sd 57005
Telephone No. : 605.582.4000
Contact Name : Kevin Crump

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.

02/14/05

Taxpayer Identification# 460-416-545/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

*Verified
John E. Tully
1/27/05*

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, N. J. 08646-0252 |
|--|------------------------------------|--|
| TAXPAYER NAME: CRIMSON FIRE | TRADE NAME: | |
| ADDRESS: 907 7TH AVE N BRANDON SD 57005 | SEQUENCE NUMBER: 1127042 | |
| EFFECTIVE DATE: 11/10/04 | ISSUANCE DATE: 02/14/05 | |
| FORM-BRC(08-01) | | Director <i>John E. Tully</i> |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | | |

24744

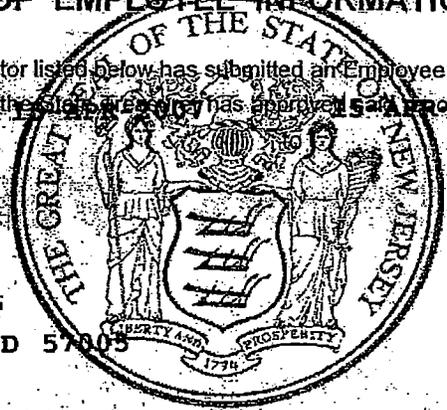
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

**CRIMSON FIRE
1209 E. BIRCH STREET
BRANDON**

SD 57003



Bradley Abela

State Treasurer

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

City Clerk File No. Res. 09-973

Agenda No. 10.Z.10

Approved: NOV 24 2009

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO PREVIOUS APPROVALS BY SAID BOARD



WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to adopt a bond ordinance (the "Ordinance") providing for the issuance of one or more series of general improvement bonds of the City and notes in anticipation thereof, in order to finance various capital purposes of the City; and

WHEREAS, in connection with various previous applications by the City to the Local Finance Board (including specifically its applications in connection with certain bonds and refunding bonds issued under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.* and the School Qualified Bond Act, N.J.S.A. 18A:24-85 *et seq.*), the Local Finance Board has heretofore conditioned its approvals upon the undertaking by the City that, for the duration of such bond issues, all future capital authorizations shall require approval from the Local Finance Board; and

WHEREAS, the Municipal Council of the City desires to make application to the Local Finance Board for its approval of the adoption of the Ordinance and the capital authorizations contained therein, and

WHEREAS, the City believes that:

- (a) it is in the public interest to accomplish such purposes;
- (b) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, as follows:

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution and the Ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

City Clerk File No. Res. 09-973

Agenda No. 10.Z.10

TITLE: **NOV 2 4 2009**

APPROVED: *Donna Mauer, CEO*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED *8-0*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | VEGA | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter 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. 09-974

Agenda No. _____ 10.Z.11

Approved: _____ NOV 24 2009

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "LOCAL UNIT") AUTHORIZING THE LOCAL UNIT'S PARTICIPATION IN THE POOLED NOTE FINANCING PROGRAM OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the City of Jersey City, in the County of Hudson, State of New Jersey (the "Local Unit"), has previously duly adopted various bond ordinances authorizing the issuance of bonds or notes to finance the costs of various capital improvements (the "Local Unit Projects"); and

WHEREAS, the Local Unit desires to issue notes to temporarily finance the Local Unit Projects; and

WHEREAS, the Local Unit believes that the recent financial crisis in the United States has caused extreme volatility in the short term note market for municipalities resulting in the following problems: (1) market access problems due to the liquidity issues of traditional investors, (2) shrinking investor pools to purchase municipal notes, (3) a reduced number of bids and in some instances no bids at municipal note sales, (4) unpredictable interest rates causing interest rate risk and budgeting problems and (5) increased costs due to investors unwilling to purchase unrated municipal notes and municipal notes without disclosure, causing municipalities to have municipal notes rated and disclosure documents prepared; and

WHEREAS, the Local Unit has reviewed the Pooled Note Financing Program proposed by The Hudson County Improvement Authority (the "HCIA"), whereby the Local Unit would issue new notes (collectively, the "Local Unit Notes") through the Pooled Note Financing Program of the HCIA; and

WHEREAS, the Local Unit believes that the HCIA's Pooled Note Financing Program cures many of the problems of the volatile note market by providing (1) market access to sell the Local Unit Notes, (2) a certain investor pool to purchase the Local Unit Notes, (3) a guaranteed purchaser of the Local Unit Notes, (4) a more predictable interest rate, whereby the Local Unit will benefit from reduced interest costs as a result of a guaranty by the County of Hudson, State of New Jersey (the "County Guaranty") on the debt service of the HCIA Pooled Note Financing Program, and (5) decreased costs due to all the local units in the Pooled Note Financing Program sharing in the costs of the HCIA Pooled Note Financing Program; and

WHEREAS, the Local Unit further believes that any savings the Local Unit can achieve for its taxpayers, especially during this time of financial crisis, is of utmost importance to its community and accordingly, the Local Unit desires to issue its Local Unit Notes through the Pooled Note Financing Program of the HCIA; and

WHEREAS, such Local Unit Notes shall be issued in accordance with the provisions of the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.* and/or the Local Budget Law, *N.J.S.A. 40A:4-1 et seq.*

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, as follows:

Section 1. The Local Unit hereby authorizes the Local Unit's participation in the HCIA Pooled Note Financing Program.

Section 2. The Local Unit consents to the HCIA's application to the Local Finance Board of the Division of Local Government Services, in the New Jersey Department of Community Affairs (the "Local Finance Board") in connection with the Pooled Note Financing Program.

City Clerk File No. Res. 09-974

Agenda No. 10.7.11

TITLE: **NOV 24 2009**

Section 3. The Chief Financial Officer of the Local Unit is hereby authorized to, or direct the appropriate party to, enter into one or more loans with the HCLIA and is further authorized to execute one or more note purchase contracts, loan agreements and any and all documents, certificates, opinions and other instruments that are necessary and as may be reasonably required by the Authority in connection with such loan, after consultation with council to the Local Unit.

Section 4. This resolution shall take effect immediately.

APPROVED: *Donna Mauer, CFO*
APPROVED: *[Signature]*
Asst Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 6-1-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|---------|------|---------------|-----|--------|------|
| | | | | 11/24/09 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | VEGA | ✓ | | |
| DONNELLY | ✓ | | | FULOP | | ✓ | | FLOOD | | ABSENT | |
| LOPEZ | ✓ | | | RICHARDSON | | ABSTAIN | | 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. 09-975
Agenda No. 10.Z.12
Approved: NOV 24 2009
TITLE: _____



RESOLUTION OF THE CITY OF JERSEY CITY PROVIDING FOR AN ISSUE OF QUALIFIED GENERAL IMPROVEMENT BONDS; AUTHORIZING THE SALE OF \$3,380,950 PRINCIPAL AMOUNT OF QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A; AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Jersey City, in the County of Hudson, New Jersey (the "City") has adopted the Bond Ordinance listed on the attached Appendix A (the "Bond Ordinance") authorizing the issuance of obligations of the City for the purpose of financing the acquisition by the Parking Authority of the City of Jersey City (the "Authority") pursuant to N.J.S.A. 40:11A-22(1)(c) of real property and the improvements thereon, located at 392-394 Central Avenue, in the City, for use by the Authority as a "parking project"; and

WHEREAS, the Municipal Council has determined to finance permanently the costs of the project undertaken pursuant to the Bond Ordinance by the issuance of \$3,380,950 principal amount of qualified general improvement bonds of the City; and

WHEREAS, the Municipal Council has determined to proceed with the public sale of said bonds for the purposes authorized in the Bond Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey, as follows:

Section 1. Qualified General Improvement Bonds; Authorization of Sale. The principal amount of qualified general improvement bonds authorized to be issued pursuant to the Bond Ordinance described in Appendix A hereto shall be issued as Qualified General Improvement Bonds (Parking Authority Project), Series 2009A, in the aggregate principal amount of \$3,380,950 (the "Bonds"), and are authorized to be sold in accordance with the terms of this Resolution.

The period of usefulness for the general improvements financed by the Bonds is 40 years.

Section 2. Public Sale of Bonds. The Bonds shall be issued and sold at public sale upon electronic bids in an open auction, in accordance with Section 8 hereof and the provisions of the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented.

Section 3. Description of the Bonds. The Bonds shall be dated the date of delivery, shall be in book-entry only form, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on July 15 and January 15, commencing on July 15, 2010 and shall mature (unless aggregated into term bonds pursuant to Section 10 hereof), subject to prior redemption, on July 15 in the following years and amounts:

TITLE: **NOV 2 4 2009**

QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING
AUTHORITY PROJECT), SERIES 2009A

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2010 | \$ 20,000 |
| 2011 | 40,000 |
| 2012 | 50,000 |
| 2013 | 55,000 |
| 2014 | 65,000 |
| 2015 | 70,000 |
| 2016 | 80,000 |
| 2017 | 90,000 |
| 2018 | 100,000 |
| 2019 | 105,000 |
| 2020 | 215,000 |
| 2021 | 225,000 |
| 2022 | 240,000 |
| 2023 | 250,000 |
| 2024 | 260,000 |
| 2025 | 275,000 |
| 2026 | 290,000 |
| 2027 | 305,000 |
| 2028 | 315,000 |
| 2029 | 330,950 |
| TOTAL | \$3,380,950 |

The Bonds shall contain such other terms and conditions as are specified in the Notice of Sale, approved in Section 5 hereof (the "Notice of Sale"), and in the form of the Bonds, approved in Section 12 hereof.

Section 4. Redemption.

(A) The Bonds maturing prior to July 15, 2020 are not subject to optional redemption prior to maturity. The Bonds maturing on or after July 15, 2020 are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after July 15, 2019, in such order of maturity as decided by the City, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(B) In the event the winning bidder elects to aggregate consecutive principal maturities of Bonds into one or more term bonds, then each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts specified in the Notice of Sale for such aggregated consecutive principal maturities (other than the final such maturity), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(C) Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) by lot.

(D) When any Bonds are to be redeemed, the Chief Financial Officer or the Director Finance (or by the Paying Agent) shall give notice of the redemption of the Bonds by publishing such notice once a week for two (2) successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the City of New York, State of New York, the first of such publications to be at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption also shall be mailed by first class mail in a sealed envelope postage prepaid, to the

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TITLE:

registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

Section 5. Approval of Notice of Sale. The Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix B and made a part hereof.

Section 6. Approval of Summary Notice of Sale. The Summary Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix C made a part hereof.

Section 7. Publication of Notice of Sale and Summary Notice of Sale. The Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Jersey Journal*, a newspaper published in the County of Hudson and circulating in the City, and the Summary Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The advertisement of said Notice of Sale and Summary Notice of Sale in each such medium shall be published not less than seven (7) days prior to the sale date for the Bonds. The City Clerk, the Financial Officer and such other appropriate officials are hereby authorized and directed to publish the Notice of Sale and Summary Notice of Sale as aforesaid.

Section 8. Designation of Chief Financial Officer to Award Bonds. Electronic proposals for the purchase of the Bonds shall be received by the Chief Financial Officer on such date as shall be determined by the Chief Financial Officer and set forth in the Notice of Sale and the Summary Notice of Sale, or such later date as may be established by the Chief Financial Officer in accordance with Section 9 hereof. Electronic proposals will be received through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced in accordance with the Notice of Sale authorized herein. The Mayor and the Municipal Council hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with this Resolution and the Notice of Sale. The Chief Financial Officer is hereby directed to report, in writing, to the Township at its first meeting after the sale of the Bonds as to the principal amount, interest rate and maturities of the Bonds sold, the price obtained and the name of the purchaser.

Section 9. Postponement of Sale. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) (i) to postpone from time to time the sale of the Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less

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than 24 hours' notice (to the extent practicable), and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the Chief Financial Officer may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and a revised Summary Notice of Sale to be prepared and published.

Section 10. Term Bond Option. As provided in the Notice of Sale, bidders may aggregate consecutive principal maturities of Bonds for which such bidder bid the same interest rate into one or more term bonds. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) to include such option in any revised Notice of Sale prepared pursuant to Section 9 hereof. In the event the winning bidder elects such option, the provisions of Section 4(B) hereof shall be applicable thereto, and the Paying Agent appointed under Section 14 hereof shall, from time to time and, without further direction by the City, give all notices of mandatory sinking fund redemption as may be required under Section 4 hereof in connection therewith.

Section 11. Authorization for Official Statement. The proper City officials and advisors are hereby authorized to prepare and distribute to the prospective purchasers (including through internet web posting or other electronic dissemination) of the Bonds a Preliminary Official Statement and a final Official Statement containing information relating to the City, its financial condition and the terms of the Bonds and other material facts customarily included in official statements for general obligation bonds in the State of New Jersey. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 12. Approval of Form of Bonds. The form of the Bonds, substantially as set forth in Appendix D attached hereto and made a part hereof, is hereby approved. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and the Chief Financial Officer and the seal of the City, or a facsimile impression thereof, shall be affixed to the Bonds and attested by the manual signature of the City Clerk.

Section 13. Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds. The ownership of one fully registered bond for each maturity of Bonds, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the City nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The appropriate officers of the City are hereby authorized to execute a Letter of Representation to DTC and such other documents as may be necessary or desirable in connection with DTC's services as securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the City shall designate a successor securities depository or deliver certificates to the beneficial owners of the Bonds.

NOV 24 2009

TITLE:

Section 14. Appointment of Paying Agent and Bond Registrar. The Business Administrator and/or the Chief Financial Officer are hereby delegated the authority to appoint any bank, trust company or national banking association having the power to accept and administer trusts to serve as Paying Agent and Bond Registrar for the Bonds. The Paying Agent and Bond Registrar shall signify its acceptance of the duties imposed upon it by this Resolution by a written certificate delivered to the City prior to the delivery of the Bonds.

Section 15. Tax Covenant. The City hereby covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of such Bonds or take any further action (or refrain from taking such action) which would cause such Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the "Code"), or would cause interest on such Bonds not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of such Bonds.

Section 16. Pledge of City. The full faith and credit of the City is hereby pledged for the payment of the principal, redemption premium, if any, and interest on the Bonds. The Bonds shall be direct obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

Section 17. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as Appendix E is hereby approved, and the execution of the Continuing Disclosure Certificate by the Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 18. Bonds to be Qualified Bonds. The Bonds shall be issued as "qualified bonds" under, and shall be entitled to the benefits of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.*, and the City shall comply in all respects with the Resolution of the Local Finance Board adopted on November 12, 2009 in connection therewith. The City hereby acknowledges and recognizes that the provisos as contained in said Local Finance Board resolution shall constitute binding obligations upon all officials of the City. The Chief Financial Officer of the City is hereby authorized and directed to certify to the State Treasurer the name and address of the Paying Agent, the maturity schedules, the interest rate(s) and the dates of payment of debt service on the Bonds within 10 days after the issuance of the Bonds.

Section 19. Further Action. The proper officers of the City are hereby authorized and directed to take all such action as may be necessary to affect the issuance and delivery of the Bonds.

Section 20. Effective Date. This Resolution shall take effect immediately.

TITLE: **NOV 24 2009**

APPROVED: *Ronera Mauer, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 6-1-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|---------|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| DONNELLY | ✓ | | | FULOP | | ✓ | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ABSTAIN | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

APPENDIX A

**QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), SERIES 2009A**

| <u>Ordinance Number</u> | <u>Date Adopted</u> | <u>Amount of Bonds Authorized</u> | <u>Period of Usefulness (Years)</u> | <u>Bonds to be Issued</u> |
|-----------------------------|-------------------------|---|---|-------------------------------|
| 09-109 | 11/24/09 | \$4,380,950 | 40 | \$3,380,950 |

APPENDIX B
NOTICE OF SALE
CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY

\$3,380,950 QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), SERIES 2009A
(Book-Entry-Only)(Callable)

ELECTRONIC PROPOSALS will be received and announced by the Chief Financial Officer of The City of Jersey City, a municipal corporation of the State of New Jersey located in the County of Hudson, New Jersey (the "City"), at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein, on Thursday, December 17, 2009 (unless postponed and rescheduled as provided herein) until 11:00 a.m., prevailing local time, in accordance with N.J.S.A. 40A:2-27, for the purchase of the following described bonds:

\$3,380,950 Qualified General Improvement Bonds (Parking Authority Project), Series 2009A, maturing on July 15 in the years and in the amounts set forth below (collectively, the "Bonds"):

QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A

| <u>Year</u> | <u>Principal Amount</u> |
|--------------|-------------------------|
| 2010 | \$20,000 |
| 2011 | 40,000 |
| 2012 | 50,000 |
| 2013 | 55,000 |
| 2014 | 65,000 |
| 2015 | 70,000 |
| 2016 | 80,000 |
| 2017 | 90,000 |
| 2018 | 100,000 |
| 2019 | 105,000 |
| 2020 | 215,000 |
| 2021 | 225,000 |
| 2022 | 240,000 |
| 2023 | 250,000 |
| 2024 | 260,000 |
| 2025 | 275,000 |
| 2026 | 290,000 |
| 2027 | 305,000 |
| 2028 | 315,000 |
| 2029 | 330,950 |
| TOTAL | \$3,380,950 |

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:00 a.m., New Jersey time on December 17, 2009 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check

or (ii) a financial surety bond meeting the requirements set forth below or (iii) complete a wire transfer, in either case in the amount of \$67,619 (the check or financial surety bond or wire transfer being hereinafter referred to as the "Deposit"), to secure the City from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the City prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

**Donna Mauer, Chief Financial Officer
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302**

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the City shall promptly return the Deposit amount to the unsuccessful bidder:

**Bank of America
Account # 032190219
ABA #: 02600953**

The use of PARITY shall be at the Bidder's risk and expense, and the City shall have no liability with respect thereto.

Checks of unsuccessful bidders will be returned upon the award of the Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the City. If a wire transfer is used, such transfer must be completed and confirmed received by the City prior to the opening of the bids.

If a financial surety bond is used, it must be provided by an insurance company or other guarantor that is licensed and authorized to do business in New Jersey and approved by the Director of the Division of Local Government Services (the "Director"). At present, the Director has approved the use of Sure-Bid, a service of Financial Security Assurance Inc. Use of any other financial surety bond must be approved by the Director prior to the bid and will not be accepted by the City unless evidence of such approval is provided prior to the bid. **The financial surety bond must be made payable to the order of the City, proof of same must be submitted to the City not later than 5:00 p.m. on the business day immediately preceding the date for bids to be submitted, must expire no sooner than 5:00 p.m. on the business day next following the date for bids to be submitted, and must identify each bidder whose Deposit is guaranteed by such financial surety bond.** If the Bonds are awarded to a bidder utilizing a financial surety bond, then that purchaser is required to submit its Deposit to the City by wire transfer as instructed by the City not later than 2:00 p.m. on the next business day

following the award. If such Deposit is not received by that time, the financial surety bond may be drawn by the City.

The Deposit of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the City as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the City.

The Bonds are to be issued in book-entry form only and all bidders for the Bonds must be participants of the Depository Trust Company, New York, New York ("DTC") or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificate will be deposited with DTC which will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof through book entries made on the books and records of DTC and its participants.

The Bonds will be dated the date of delivery, and will bear interest at the rate or rates per annum specified by the successful bidder therefor in accordance herewith, payable semi-annually on July 15 and January 15 in each year commencing July 15, 2010, until maturity, to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC.

In the event (a) DTC determines not to continue to act as Securities Depository for the Bonds or (b) the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will deliver replacement bonds in the form of fully registered certificates.

The Bonds are general obligations of the City and are secured by a pledge of the full faith and credit of the City for the payment of the principal thereof and the interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the City without limitations as to rate or amount. The Bonds will be entitled to the benefit of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

The Bonds maturing prior to July 15, 2020 are not subject to redemption prior to their stated maturity. The Bonds maturing on or after July 15, 2020 are subject to redemption, at the option of the City, prior to their stated maturity and upon notice as hereinafter provided, at any time on or after July 15, 2019, in whole or part from such maturities as the City shall determine and by lot within a single maturity, at the redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

Bidders may aggregate consecutive principal maturities of the Bonds for which such bidder bid the same interest rate into one or more term bonds. Such option must be elected on the bid form, and unless so elected the Bonds will mature serially as described herein. In the event the winning bidder elected such option, then each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts specified herein for such aggregated consecutive principal maturities (other than the final such maturity), at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued thereon to the date fixed for redemption.

Notice of redemption shall be given by first class mail postage prepaid to the registered owners of the Bonds not less than thirty (30) days but not more than sixty (60) days prior to the redemption date. So long as the Bonds are in book entry form such notice will be mailed to DTC as the registered owner of the Bonds. Any failure of DTC to advise any of its participants or any failure of any participant to notify any beneficial owner of any redemption shall not affect the validity of the redemption proceedings.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. The difference between the lowest and the highest rates named in the proposal shall not exceed two per centum (2%). **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must be not less than \$3,380,950 nor more than \$3,381,950.** The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the City under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the true interest cost to the City under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds. Determinations of true interest cost by the City shall be final.

The Chief Financial Officer of the City may determine to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such

alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.i-dealprospectus.com at the time the sale date and time are announced.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The City may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Bonds is submitted through PARITY, the bidder further agrees that the City may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official “Proposal for Bonds” provided by the City and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the City, the terms of the official “Proposal for Bonds” and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the bidder.

The City may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the City, each bid will constitute an official “Proposal for Bonds” and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all “Proposals for Bonds,” whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The City is using PARITY as a communication mechanism, and not as the City’s agent, to conduct the electronic bidding for the Bonds. By using PARITY each bidder agrees to hold the City harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

Bidders should be aware of the following bidding details (“Bidding Details”) associated with the sale of the Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK, WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$67,819 PAYABLE TO THE CITY NO LATER THAN 11:00 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE CITY AT THE FOLLOWING ADDRESS:**

**Donna Mauer, Chief Financial Officer
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE CITY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than \$3,380,950. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the City under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

5. Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the City.

"True Interest Cost" or "TIC" computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

The successful bidder may, at its option, refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for federal income tax purposes, or shall be so includable at a future date. In such case the deposit made by the bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

The City reserves the right to reject any and all bids, and any bids not complying with provisions hereof or New Jersey law will be rejected. The City also reserves the right to waive any and all irregularity in any bid, to take any action adjourning or postponing the sale of the Bonds or to take any other action the City may deem to be in the best interest of the City.

The purchaser shall be obligated to furnish to the City, when and if requested prior to the delivery of the Bonds, such information requested by the City as shall be necessary to enable the City to determine the "issue price" of the Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www-idealprospectus.com and may also be obtained from the City's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of a bid for the Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Bonds, of one hundred (100) copies of the final Official Statement at the expense of the City, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the City's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the City's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the City (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the City, furnish a written confirmation of its bid.

The City will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not

withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in immediately available funds by wire transfer to the City on the delivery date of the Bonds.

If a proposal is accepted but the City shall fail to deliver the Bonds to the successful bidder in accordance with the terms and conditions of its proposal, the Deposit shall be returned to such bidder. If a proposal is accepted but the successful bidder shall default in the performance of any of the terms and conditions of its proposal, the Deposit shall be retained by the City as and for liquidated damages.

The Bonds will be delivered through DTC on or before December 30, 2009, or such other date agreed to by the City and the successful bidder. PAYMENT FOR THE BONDS AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the purchaser of the Bonds may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The obligation hereunder to deliver and accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of: (a) the approving opinion of the law firm of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, which will be furnished without cost to the successful bidder, substantially to the effect set forth in the Preliminary Official Statement referred to below; (b) certificates in form satisfactory to said law firms evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to preserve the tax exemption as to the Bonds; (c) a certificate, in form and tenor satisfactory to said law firm and dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened affecting the validity of the Bonds; and (d) the City's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

The successful bidder is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder

enters into agreements or contracts, such as its agreement to purchase the Bonds, with a public entity, such as the City and receives compensation or fees in excess of \$50,000 in the aggregate from public entities, such as the City, in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The successful bidder, by submitting its bid, agrees that no later than the end of business on the day of bid opening, it will provide in writing to the Chief Financial Officer and the City's Auditor, the initial offering price to the public at which a substantial portion of the Bonds of each maturity were sold to the public. To provide the City with information necessary for compliance with Section 148 of the Code, the successful bidder will be required to complete, execute and deliver to the City prior to the delivery of the Bonds a certificate regarding the "Issue Price" of the Bonds (as defined in Section 148 of the Code), reflecting the initial offering prices (excluding accrued interest and expressed as dollar prices) at which a substantial amount (i.e., 10% or more) of the Bonds of each maturity have been or are reasonably expected to be sold to the public. The term "public" excludes bond houses, brokers, or similar persons, or organizations acting in the capacity of underwriters or wholesale. Such certificates shall state that 10% or more of the Bonds of each maturity have been or are reasonably expected to be sold to the public at prices no higher than such initial offering prices.

Copies of the Preliminary Official Statement may be obtained from the City's financial advisor, Capital Financial Advisors, Inc., 309 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, telephone (856) 533-2314, Attention: Robbi S. Acampora.

Dated: _____, 2009

BY: /s/ Donna Mauer
Chief Financial Officer
City of Jersey City
County of Hudson, New Jersey

APPENDIX C

**SUMMARY NOTICE OF SALE
CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY**

**\$3,380,950 QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), SERIES 2009A
(Book-Entry-Only)(Callable)**

ELECTRONIC PROPOSALS will be received and announced by the Chief Financial Officer of The City of Jersey City, a municipal corporation of the State of New Jersey located in the County of Hudson, New Jersey (the "City"), at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein, on Thursday, December 17, 2009 (unless postponed and rescheduled as provided herein) until 11:00 a.m., prevailing local time, in accordance with N.J.S.A. 40A:2-27, for the purchase of the following described bonds:

\$3,380,950 Qualified General Improvement Bonds (Parking Authority Project), Series 2009A, maturing on July 15 in the years and in the amounts set forth below (collectively, the "Bonds"):

**QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING
AUTHORITY PROJECT), SERIES 2009A**

| <u>Year</u> | <u>Principal Amount</u> |
|--------------|-------------------------|
| 2010 | \$20,000 |
| 2011 | 40,000 |
| 2012 | 50,000 |
| 2013 | 55,000 |
| 2014 | 65,000 |
| 2015 | 70,000 |
| 2016 | 80,000 |
| 2017 | 90,000 |
| 2018 | 100,000 |
| 2019 | 105,000 |
| 2020 | 215,000 |
| 2021 | 225,000 |
| 2022 | 240,000 |
| 2023 | 250,000 |
| 2024 | 260,000 |
| 2025 | 275,000 |
| 2026 | 290,000 |
| 2027 | 305,000 |
| 2028 | 315,000 |
| 2029 | 330,950 |
| TOTAL | \$3,380,950 |

All bids must be submitted electronically via Parity in accordance with the Notice of Sale. No telephone, fax, mail or personal delivery bids will be accepted. All bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. Individual purchases may be made in the principal amount of \$1,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. The Bonds will be delivered on or about December 30, 2009 at the offices of the City's bond counsel, GluckWalrath LLP, in Trenton, New Jersey.

The Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum, in multiples of 1/8 or 1/20 of 1%, specified by the successful bidder, payable on July 15, 2010 and semiannually thereafter on the fifteenth day of January and July in each year until maturity. The Bonds are subject to redemption prior to maturity as more fully described in the Notice of Sale. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost, in accordance with the terms of the sale. A bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term bonds, as provided in the Notice of Sale.

Each bidder is required to submit either (i) a certified, treasurer's or cashier's check or (ii) a financial surety bond meeting the requirements set forth in the complete Notice of Sale or (iii) complete a wire transfer, in either case in the amount of \$67,619 (the check or financial surety bond or wire transfer being hereinafter referred to as the "Deposit"), to secure the City from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the City prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address: Donna Mauer, Chief Financial Officer, City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302. If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the City shall promptly return the Deposit amount to the unsuccessful bidder: Bank of America, Account #032190219, ABA #02600953.

A complete Notice of Sale containing the full terms of sale and the Preliminary Official Statement have each been prepared and is available at www.-idealprospectus.com and may also be obtained from the City's financial advisor, Capital Financial Advisors, Inc., 309 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, telephone (856) 533-2314, Attention: Robbi S. Acampora.

Dated: _____, 2009

BY: /s/ Donna Mauer
Chief Financial Officer
City of Jersey City
County of Hudson, New Jersey

This Bond is one of a duly authorized issue of Qualified General Improvement Bonds (Parking Authority Project) Series 2009A of the City in the aggregate principal amount of \$3,380,950 (the "Bonds"), all of like date and tenor, except as to date of maturity and denomination, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Municipal Council on November 24, 2009 and a Bond Ordinance enacted by the City. The Bonds are issued for the purpose of providing funds for and towards the costs of various capital improvements.

This Bond is entitled to the benefits of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

The Bonds maturing prior to July 15, 2020 are not subject to optional redemption prior to maturity. The Bonds maturing on or after July 15, 2020 are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after July 15, 2019, in such order of maturity as decided by the City, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

[The Bonds maturing on July 15, 20__ shall be subject to mandatory sinking fund redemption prior to maturity, in part, on July 15 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| | \$ |

*

*Final maturity.]

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) shall give notice of the redemption of the Bonds by publishing such notice once a week for two (2) successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the City of New York, State of New York, the first of such publications to be at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption also shall be mailed by first class mail in a sealed envelope postage prepaid, to the registered owners of any bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a

condition precedent to such redemption, and failure to so mail or receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding hereunder. If moneys sufficient to pay the redemption price and accrued interest have not been made available by the City on the redemption date, the Bonds called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

During any period in which DTC (or any successor thereto) shall act as securities depository for the bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the City or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the City or such other Paying Agent. The City and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the City or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the City nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the City is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the City are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon; provided however that for so long as the City is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the City of Jersey City, in the County of Hudson, New Jersey has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its City Clerk.

(Seal)

**CITY OF JERSEY CITY, IN THE COUNTY
OF HUDSON, NEW JERSEY**

Attest:

By: _____
Mayor

City Clerk

By: _____
Chief Financial Officer

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$3,380,950 Qualified General Improvement Bonds (Parking Authority Project), Series 2009A. The Bonds are being issued pursuant to a bond ordinance (the "Ordinance") duly adopted by the Municipal Council and a resolution duly adopted by the Municipal Council on November 24, 2009 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending June 30, 2010, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each Repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the

Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement dated _____, 2009 prepared in connection with the sale of the Bonds under the following captions under the headings: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", "SECURITY FOR THE BONDS - Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - Debt Statements" (excluding the first five paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS - Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION - Current Fund—Revenues and Expenditures", "CITY REVENUES - Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per \$1,000 Assessed Valuation" only), "CITY REVENUES - Equalization Rate, Tax Revaluation and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES - Tax-Exempt Properties", "CITY REVENUES - Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES - Margin Against Delinquent Taxes", "CITY REVENUES - (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING - City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION - Pending Litigation" (table describing amounts in judgments and settlements only).

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. unscheduled draws on the debt service reserves reflecting financial difficulties.
4. unscheduled draws on the credit enhancements reflecting financial difficulties.
5. substitution of the credit or liquidity providers or their failure to perform.
6. adverse tax opinions or events affecting the tax-exempt status of the Bonds.

7. modifications to rights of Bondholders.
8. optional, contingent or unscheduled bond calls.
9. defeasances.
10. release, substitution or sale of property securing repayment of the Bonds.
11. rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and

Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2009

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _____
Donna Mauer, Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Jersey City, in the County of Hudson, New Jersey

Names of Bond Issues: \$3,380,950 Qualified General Improvement Bonds (Parking Authority Project), Series 2009A

Date of Issuance: _____, 2009

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2009. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By _____

CERTIFICATE

I, ROBERT BYRNE, Clerk of the City of Jersey City, in the County of Hudson, New Jersey, HEREBY CERTIFY that the foregoing copy of the resolution of the Mayor and Municipal Council, duly adopted on November 24, 2009, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of November, 2009.

ROBERT BYRNE, Clerk

[SEAL]

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

City Clerk File No. Res. 09-976

Agenda No. 10.Z.13

Approved: NOV 24 2009

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY PROVIDING FOR AN ISSUE OF TAXABLE QUALIFIED GENERAL IMPROVEMENT BONDS; AUTHORIZING THE SALE OF \$1,000,000 PRINCIPAL AMOUNT OF QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B; AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Jersey City, in the County of Hudson, New Jersey (the "City") has adopted the Bond Ordinance listed on the attached Appendix A (the "Bond Ordinance") authorizing the issuance of obligations of the City for the purpose of financing the acquisition by the Parking Authority of the City of Jersey City (the "Authority") pursuant to N.J.S.A. 40:11A-22(1)(c) of real property and the improvements thereon, located at 392-394 Central Avenue, in the City, for use by the Authority as a "parking project"; and

WHEREAS, the Municipal Council has determined to finance permanently the costs of the project undertaken pursuant to the Bond Ordinance by the issuance of \$1,000,000 principal amount of qualified general improvement bonds of the City; and

WHEREAS, the Municipal Council has determined to proceed with the public sale of said bonds for the purposes authorized in the Bond Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey, as follows:

Section 1. Qualified General Improvement Bonds; Authorization of Sale. The principal amount of qualified general improvement bonds authorized to be issued pursuant to the Bond Ordinance described in Appendix A hereto shall be issued as Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B, in the aggregate principal amount of \$1,000,000 (the "Bonds"), and are authorized to be sold in accordance with the terms of this Resolution.

The period of usefulness for the general improvements financed by the Bonds is 40 years.

Section 2. Public Sale of Bonds. The Bonds shall be issued and sold at public sale upon electronic bids in an open auction, in accordance with Section 8 hereof and the provisions of the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented.

Section 3. Description of the Bonds. The Bonds shall be dated the date of delivery, shall be in book-entry only form, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on July 15 and January 15, commencing on July 15, 2010 and shall mature (unless aggregated into term bonds pursuant to Section 10 hereof), subject to prior redemption, on July 15 in the following years and amounts:

NOV 24 2009

TITLE:

QUALIFIED GENERAL IMPROVEMENT BONDS,
TAXABLE SERIES 2009B

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2010 | \$100,000 |
| 2011 | 100,000 |
| 2012 | 100,000 |
| 2013 | 100,000 |
| 2014 | 100,000 |
| 2015 | 100,000 |
| 2016 | 100,000 |
| 2017 | 100,000 |
| 2018 | 100,000 |
| 2019 | 100,000 |
| TOTAL | \$1,000,000 |

The Bonds shall contain such other terms and conditions as are specified in the Notice of Sale, approved in Section 5 hereof (the "Notice of Sale"), and in the form of the Bonds, approved in Section 12 hereof.

Section 4. Redemption.

- (A) The Bonds are not subject to optional redemption prior to their stated maturity.
- (B) In the event the winning bidder elects to aggregate consecutive principal maturities of Bonds into one or more term bonds, then each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts specified in the Notice of Sale for such aggregated consecutive principal maturities (other than the final such maturity), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.
- (C) Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) by lot.
- (D) When any Bonds are to be redeemed, the Chief Financial Officer or the Director Finance (or by the Paying Agent) shall give notice of the redemption of the Bonds by publishing such notice once a week for two (2) successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the City of New York, State of New York, the first of such publications to be at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption also shall be mailed by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

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During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

Section 5. Approval of Notice of Sale. The Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix B and made a part hereof.

Section 6. Approval of Summary Notice of Sale. The Summary Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix C made a part hereof.

Section 7. Publication of Notice of Sale and Summary Notice of Sale. The Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Jersey Journal*, a newspaper published in the County of Hudson and circulating in the City, and the Summary Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The advertisement of said Notice of Sale and Summary Notice of Sale in each such medium shall be published not less than seven (7) days prior to the sale date for the Bonds. The City Clerk, the Financial Officer and such other appropriate officials are hereby authorized and directed to publish the Notice of Sale and Summary Notice of Sale as aforesaid.

Section 8. Designation of Chief Financial Officer to Award Bonds. Electronic proposals for the purchase of the Bonds shall be received by the Chief Financial Officer on such date as shall be determined by the Chief Financial Officer and set forth in the Notice of Sale and the Summary Notice of Sale, or such later date as may be established by the Chief Financial Officer in accordance with Section 9 hereof. Electronic proposals will be received through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced in accordance with the Notice of Sale authorized herein. The Mayor and the Municipal Council hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with this Resolution and the Notice of Sale. The Chief Financial Officer is hereby directed to report, in writing, to the Township at its first meeting after the sale of the Bonds as to the principal amount, interest rate and maturities of the Bonds sold, the price obtained and the name of the purchaser.

Section 9. Postponement of Sale. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) (i) to postpone from time to time the sale of the Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice (to the extent practicable), and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the Chief Financial Officer may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and a revised Summary Notice of Sale to be prepared and published.

Section 10. Term Bond Option. As provided in the Notice of Sale, bidders may aggregate consecutive principal maturities of Bonds for which such bidder bid the same interest rate into one or more term bonds. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) to include such

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TITLE:

option in any revised Notice of Sale prepared pursuant to Section 9 hereof. In the event the winning bidder elects such option, the provisions of Section 4(B) hereof shall be applicable thereto, and the Paying Agent appointed under Section 14 hereof shall, from time to time and, without further direction by the City, give all notices of mandatory sinking fund redemption as may be required under Section 4 hereof in connection therewith.

Section 11. Authorization for Official Statement. The proper City officials and advisors are hereby authorized to prepare and distribute to the prospective purchasers (including through internet web posting or other electronic dissemination) of the Bonds a Preliminary Official Statement and a final Official Statement containing information relating to the City, its financial condition and the terms of the Bonds and other material facts customarily included in official statements for general obligation bonds in the State of New Jersey. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 12. Approval of Form of Bonds. The form of the Bonds, substantially as set forth in Appendix D attached hereto and made a part hereof, is hereby approved. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and the Chief Financial Officer and the seal of the City, or a facsimile impression thereof, shall be affixed to the Bonds and attested by the manual signature of the City Clerk.

Section 13. Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds. The ownership of one fully registered bond for each maturity of Bonds, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the City nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The appropriate officers of the City are hereby authorized to execute a Letter of Representation to DTC and such other documents as may be necessary or desirable in connection with DTC's services as securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the City shall designate a successor securities depository or deliver certificates to the beneficial owners of the Bonds.

Section 14. Appointment of Paying Agent and Bond Registrar. The Business Administrator and/or the Chief Financial Officer are hereby delegated the authority to appoint any bank, trust company or national banking association having the power to accept and administer trusts to serve as Paying Agent and Bond Registrar for the Bonds. The Paying Agent and Bond Registrar shall signify its acceptance of the duties imposed upon it by this Resolution by a written certificate delivered to the City prior to the delivery of the Bonds.

Section 15. Tax Covenant. The City hereby covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of such Bonds or take any further action (or refrain from taking such action) which would cause such Bonds to be

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"arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the "Code"), or would cause interest on such Bonds not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of such Bonds.

Section 16. Pledge of City. The full faith and credit of the City is hereby pledged for the payment of the principal, redemption premium, if any, and interest on the Bonds. The Bonds shall be direct obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

Section 17. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as Appendix E is hereby approved, and the execution of the Continuing Disclosure Certificate by the Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 18. Bonds to be Qualified Bonds. The Bonds shall be issued as "qualified bonds" under, and shall be entitled to the benefits of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.*, and the City shall comply in all respects with the Resolution of the Local Finance Board adopted on November 12, 2009 in connection therewith. The City hereby acknowledges and recognizes that the provisos as contained in said Local Finance Board resolution shall constitute binding obligations upon all officials of the City. The Chief Financial Officer of the City is hereby authorized and directed to certify to the State Treasurer the name and address of the Paying Agent, the maturity schedules, the interest rate(s) and the dates of payment of debt service on the Bonds within 10 days after the issuance of the Bonds.

Section 19. Further Action. The proper officers of the City are hereby authorized and directed to take all such action as may be necessary to affect the issuance and delivery of the Bonds.

Section 20. Effective Date. This Resolution shall take effect immediately.

APPROVED: *Donna Mayer, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 6-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/24/09 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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

APPENDIX A

QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B

| <u>Ordinance Number</u> | <u>Date Adopted</u> | <u>Amount of Bonds Authorized</u> | <u>Period of Usefulness (Years)</u> | <u>Bonds to be Issued</u> |
|-----------------------------|-------------------------|---|---|-------------------------------|
| 09-109 | 11/24/09 | \$4,380,950 | 40 | \$1,000,000 |

APPENDIX B
NOTICE OF SALE
CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY .

\$1,000,000 QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B
(Book-Entry-Only)(Non-Callable)

ELECTRONIC PROPOSALS will be received and announced by the Chief Financial Officer of The City of Jersey City, a municipal corporation of the State of New Jersey located in the County of Hudson, New Jersey (the "City"), at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein, on Thursday, December 17, 2009 (unless postponed and rescheduled as provided herein) until 11:15 a.m., prevailing local time, in accordance with N.J.S.A. 40A:2-27, for the purchase of the following described bonds:

\$1,000,000 Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B, maturing on July 15 in the years and in the amounts set forth below (collectively, the "Bonds"):

QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING
AUTHORITY PROJECT), TAXABLE SERIES 2009B

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2010 | \$100,000 |
| 2011 | 100,000 |
| 2012 | 100,000 |
| 2013 | 100,000 |
| 2014 | 100,000 |
| 2015 | 100,000 |
| 2016 | 100,000 |
| 2017 | 100,000 |
| 2018 | 100,000 |
| 2019 | 100,000 |
| TOTAL | \$1,000,000 |

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:15 a.m., New Jersey time on December 17, 2009 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) a financial surety bond meeting the requirements set forth below or (iii) complete a wire transfer, in either case in the amount of \$20,000 (the check or financial surety bond or wire transfer being hereinafter referred to as the "Deposit"), to secure the City from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the City prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

**Donna Mauer, Chief Financial Officer
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302**

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the City shall promptly return the Deposit amount to the unsuccessful bidder:

**Bank of America
Account # 032190219
ABA #: 02600953**

The use of PARITY shall be at the Bidder's risk and expense, and the City shall have no liability with respect thereto.

Checks of unsuccessful bidders will be returned upon the award of the Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the City. If a wire transfer is used, such transfer must be completed and confirmed received by the City prior to the opening of the bids.

If a financial surety bond is used, it must be provided by an insurance company or other guarantor that is licensed and authorized to do business in New Jersey and approved by the Director of the Division of Local Government Services (the "Director"). At present, the Director has approved the use of Sure-Bid, a service of Financial Security Assurance Inc. Use of any other financial surety bond must be approved by the Director prior to the bid and will not be accepted by the City unless evidence of such approval is provided prior to the bid. **The financial surety bond must be made payable to the order of the City, proof of same must be submitted to the City not later than 5:00 p.m. on the business day immediately preceding the date for bids to be submitted, must expire no sooner than 5:00 p.m. on the business day next following the date for bids to be submitted, and must identify each bidder whose Deposit is guaranteed by such financial surety bond.** If the Bonds are awarded to a bidder utilizing a financial surety bond, then that purchaser is required to submit its Deposit to the City by wire transfer as instructed by the City not later than 2:00 p.m. on the next business day following the award. If such Deposit is not received by that time, the financial surety bond may be drawn by the City.

The Deposit of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the City as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the City.

The Bonds are to be issued in book-entry form only and all bidders for the Bonds must be participants of the Depository Trust Company, New York, New York ("DTC") or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificate will be deposited with DTC which will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof through book entries made on the books and records of DTC and its participants.

The Bonds will be dated the date of delivery, and will bear interest at the rate or rates per annum specified by the successful bidder therefor in accordance herewith, payable semi-annually on July 15 and January 15 in each year commencing July 15, 2010, until maturity, to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC.

In the event (a) DTC determines not to continue to act as Securities Depository for the Bonds or (b) the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will deliver replacement bonds in the form of fully registered certificates.

The Bonds are general obligations of the City and are secured by a pledge of the full faith and credit of the City for the payment of the principal thereof and the interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the City without limitations as to rate or amount. The Bonds will be entitled to the benefit of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

The Bonds are not subject to redemption prior to their stated maturity.

Bidders may aggregate consecutive principal maturities of the Bonds for which such bidder bid the same interest rate into one or more term bonds. Such option must be elected on the bid form, and unless so elected the Bonds will mature serially as described herein. In the event the winning bidder elected such option, then each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts specified herein for such aggregated consecutive principal maturities (other than the final such maturity), at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued thereon to the date fixed for redemption.

Notice of redemption shall be given by first class mail postage prepaid to the registered owners of the Bonds not less than thirty (30) days but not more than sixty (60) days prior to the redemption date. So long as the Bonds are in book entry form such notice will be mailed to DTC as the registered owner of the Bonds. Any failure of DTC to advise any of its participants or any

failure of any participant to notify any beneficial owner of any redemption shall not affect the validity of the redemption proceedings.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. The difference between the lowest and the highest rates named in the proposal shall not exceed two per centum (2%). **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must be not less than \$1,000,000 nor more than \$1,001,000.** The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the City under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the true interest cost to the City under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds. Determinations of true interest cost by the City shall be final.

The Chief Financial Officer of the City may determine to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.i-dealprospectus.com at the time the sale date and time are announced.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The City may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Bonds is submitted through PARITY, the bidder further agrees that the City may regard the electronic transmission of the bid through PARITY

(including information about the purchase price of the Bonds, the interest rate or rates to be borne by the Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the City and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the City, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the bidder.

The City may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the City, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The City is using PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds. By using PARITY each bidder agrees to hold the City harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

Bidders should be aware of the following bidding details ("Bidding Details") associated with the sale of the Bonds:

1. BIDDERS MUST SUBMIT GOOD FAITH CHECK, WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$20,000 PAYABLE TO THE CITY NO LATER THAN 11:15 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE CITY AT THE FOLLOWING ADDRESS:

**Donna Mauer, Chief Financial Officer
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE CITY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than \$1,000,000. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the City under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

5. Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the City.

"True Interest Cost" or "TIC" computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

The successful bidder may, at its option, refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for federal income tax purposes, or shall be so includable at a future date. In such case the deposit made by the bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

The City reserves the right to reject any and all bids, and any bids not complying with provisions hereof or New Jersey law will be rejected. The City also reserves the right to waive

any and all irregularity in any bid, to take any action adjourning or postponing the sale of the Bonds or to take any other action the City may deem to be in the best interest of the City.

The purchaser shall be obligated to furnish to the City, when and if requested prior to the delivery of the Bonds, such information requested by the City as shall be necessary to enable the City to determine the "issue price" of the Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.-idealprospectus.com and may also be obtained from the City's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of a bid for the Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Bonds, of one hundred (100) copies of the final Official Statement at the expense of the City, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the City's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the City's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the City (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the City, furnish a written confirmation of its bid.

The City will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in immediately available funds by wire transfer to the City on the delivery date of the Bonds.

If a proposal is accepted but the City shall fail to deliver the Bonds to the successful bidder in accordance with the terms and conditions of its proposal, the Deposit shall be returned to such bidder. If a proposal is accepted but the successful bidder shall default in the performance of any of the terms and conditions of its proposal, the Deposit shall be retained by the City as and for liquidated damages.

The Bonds will be delivered through DTC on or before December 30, 2009, or such other date agreed to by the City and the successful bidder. PAYMENT FOR THE BONDS AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the purchaser of the Bonds may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The obligation hereunder to deliver and accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of: (a) the approving opinion of the law firm of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, which will be furnished without cost to the successful bidder, substantially to the effect set forth in the Preliminary Official Statement referred to below; (b) certificates in form satisfactory to said law firms evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to preserve the tax exemption us to the Bonds; (c) a certificate, in form and tenor satisfactory to said law firm and dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened affecting the validity of the Bonds; and (d) the City's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

The successful bidder is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder enters into agreements or contracts, such as its agreement to purchase the Bonds, with a public entity, such as the City and receives compensation or fees in excess of \$50,000 in the aggregate from public entities, such as the City, in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The successful bidder, by submitting its bid, agrees that no later than the end of business on the day of bid opening, it will provide in writing to the Chief Financial Officer and the City's Auditor, the initial offering price to the public at which a substantial portion of the Bonds of each maturity were sold to the public. To provide the City with information necessary for compliance

with Section 148 of the Code, the successful bidder will be required to complete, execute and deliver to the City prior to the delivery of the Bonds a certificate regarding the "Issue Price" of the Bonds (as defined in Section 148 of the Code), reflecting the initial offering prices (excluding accrued interest and expressed as dollar prices) at which a substantial amount (i.e., 10% or more) of the Bonds of each maturity have been or are reasonably expected to be sold to the public. The term "public" excludes bond houses, brokers, or similar persons, or organizations acting in the capacity of underwriters or wholesale. Such certificates shall state that 10% or more of the Bonds of each maturity have been or are reasonably expected to be sold to the public at prices no higher than such initial offering prices.

Copies of the Preliminary Official Statement may be obtained from the City's financial advisor, Capital Financial Advisors, Inc., 309 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, telephone (856) 533-2314, Attention: Robbi S. Acampora.

Dated: _____, 2009

BY: /s/ Donna Mauer
Chief Financial Officer
City of Jersey City
County of Hudson, New Jersey

APPENDIX C

SUMMARY NOTICE OF SALE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

\$1,000,000 QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B (Book-Entry-Only)(Callable)

ELECTRONIC PROPOSALS will be received and announced by the Chief Financial Officer of The City of Jersey City, a municipal corporation of the State of New Jersey located in the County of Hudson, New Jersey (the "City"), at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein, on Thursday, December 17, 2009 (unless postponed and rescheduled as provided herein) until 11:15 a.m., prevailing local time, in accordance with N.J.S.A. 40A:2-27, for the purchase of the following described bonds:

\$1,000,000 Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B, maturing on July 15 in the years and in the amounts set forth below (collectively, the "Bonds"):

QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2010 | \$100,000 |
| 2011 | 100,000 |
| 2012 | 100,000 |
| 2013 | 100,000 |
| 2014 | 100,000 |
| 2015 | 100,000 |
| 2016 | 100,000 |
| 2017 | 100,000 |
| 2018 | 100,000 |
| 2019 | 100,000 |
| TOTAL | \$1,000,000 |

All bids must be submitted electronically via Parity in accordance with the Notice of Sale. No telephone, fax, mail or personal delivery bids will be accepted. All bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. Individual purchases may be made in the principal amount of \$1,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. The Bonds will be delivered on or about December 30, 2009 at the offices of the City's bond counsel, GluckWalrath LLP, in Trenton, New Jersey.

The Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum, in multiples of 1/8 or 1/20 of 1%, specified by the successful bidder, payable on July 15, 2010 and semiannually thereafter on the fifteenth day of January and July in each

year until maturity. The Bonds are subject to redemption prior to maturity as more fully described in the Notice of Sale. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost, in accordance with the terms of the sale. A bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term bonds, as provided in the Notice of Sale.

Each bidder is required to submit either (i) a certified, treasurer's or cashier's check or (ii) a financial surety bond meeting the requirements set forth in the complete Notice of Sale or (iii) complete a wire transfer, in either case in the amount of \$20,000 (the check or financial surety bond or wire transfer being hereinafter referred to as the "Deposit"), to secure the City from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the City prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address: Donna Mauer, Chief Financial Officer, City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302. If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the City shall promptly return the Deposit amount to the unsuccessful bidder: Bank of America, Account #032190219, ABA #02600953.

A complete Notice of Sale containing the full terms of sale and the Preliminary Official Statement have each been prepared and is available at www.-idealprospectus.com and may also be obtained from the City's financial advisor, Capital Financial Advisors, Inc., 309 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, telephone (856) 533-2314, Attention: Robbi S. Acampora.

Dated: _____, 2009

BY: /s/ Donna Mauer
Chief Financial Officer
City of Jersey City
County of Hudson, New Jersey

APPENDIX D

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON
CITY OF JERSEY CITY

QUALIFIED GENERAL IMPROVEMENT BONDS
(PARKING AUTHORITY PROJECT), TAXABLE SERIES 2009B

No. R-1 \$ _____

INTEREST RATE MATURITY DATE DATED DATE CUSIP NUMBER
_____% July 15, 20__ _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ Dollars

The City of Jersey City, in the County of Hudson, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner hereof on the Maturity Date set forth above the Principal Sum set forth above, and to pay interest thereon semi-annually on July 15 and January 15 of each year, commencing July 15, 2010 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. This Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid, or duly provided for on the Bonds or, if no interest has been paid, from December __, 2010. The principal of this Bond is payable upon presentation and surrender hereof at the offices of the City or at the offices of _____ (the "Paying Agent").

Interest on this Bond will be paid by check mailed on each Interest Payment Date to the person in whose name this Bond is registered on the registration books of the City maintained by the Paying Agent, as bond registrar, at the address appearing thereon at the close of business on the 1st day of the preceding calendar month during which such Interest Payment Date occurs. The payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than fifteen (15) days prior thereto. The notice setting forth the Special Record Date shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day next preceding the date of mailing of such notice. The principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of Qualified General Improvement Bonds (Parking Authority Project) Taxable Series 2009B of the City in the aggregate principal amount of \$1,000,000 (the "Bonds"), all of like date and tenor, except as to date of maturity and denomination, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Municipal Council on November 24, 2009 and a Bond Ordinance enacted by the City. The Bonds are issued for the purpose of providing funds for and towards the costs of various capital improvements.

This Bond is entitled to the benefits of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

The Bonds are not subject to optional redemption prior to maturity.

[The Bonds maturing on July 15, 20__ shall be subject to mandatory sinking fund redemption prior to maturity, in part, on July 15 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| | \$ |

*

*Final maturity.]

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer or the Chief Financial Officer (or by the Paying Agent) shall give notice of the redemption of the Bonds by publishing such notice once a week for two (2) successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the City of New York, State of New York, the first of such publications to be at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption also shall be mailed by first class mail in a sealed envelope postage prepaid, to the registered owners of any bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon

presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding hereunder. If moneys sufficient to pay the redemption price and accrued interest have not been made available by the City on the redemption date, the Bonds called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

During any period in which DTC (or any successor thereto) shall act as securities depository for the bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the City or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the City or such other Paying Agent. The City and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the City or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the City nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the City is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the City are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon;

provided however that for so long as the City is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the City of Jersey City, in the County of Hudson, New Jersey has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its City Clerk.

(Seal)

**CITY OF JERSEY CITY, IN THE COUNTY
OF HUDSON, NEW JERSEY**

Attest:

By: _____
Mayor

City Clerk

By: _____
Chief Financial Officer

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$1,000,000 Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B. The Bonds are being issued pursuant to a bond ordinance (the "Ordinance") duly adopted by the Municipal Council and a resolution duly adopted by the Municipal Council on November 24, 2009 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending June 30, 2010, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each Repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the

Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement dated _____, 2009 prepared in connection with the sale of the Bonds under the following captions under the headings: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", "SECURITY FOR THE BONDS - Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - Debt Statements" (excluding the first five paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS - Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS - School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION - Current Fund—Revenues and Expenditures", "CITY REVENUES - Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per \$1,000 Assessed Valuation" only), "CITY REVENUES - Equalization Rate, Tax Revaluation and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES - Tax-Exempt Properties", "CITY REVENUES - Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES - Margin Against Delinquent Taxes", "CITY REVENUES - (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING - City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION - Pending Litigation" (table describing amounts in judgments and settlements only).

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. unscheduled draws on the debt service reserves reflecting financial difficulties.
4. unscheduled draws on the credit enhancements reflecting financial difficulties.
5. substitution of the credit or liquidity providers or their failure to perform.
6. adverse tax opinions or events affecting the tax-exempt status of the Bonds.

7. modifications to rights of Bondholders.
8. optional, contingent or unscheduled bond calls.
9. defeasances.
10. release, substitution or sale of property securing repayment of the Bonds.
11. rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and

Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2009

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _____
Donna Mauer, Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Jersey City, in the County of Hudson, New Jersey

Names of Bond Issues: \$1,000,000 Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B

Date of Issuance: _____, 2009

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2009. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By _____

CERTIFICATE

I, ROBERT BYRNE, Clerk of the City of Jersey City, in the County of Hudson, New Jersey, HEREBY CERTIFY that the foregoing copy of the resolution of the Mayor and Municipal Council, duly adopted on November 24, 2009, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of November, 2009.

ROBERT BYRNE, Clerk

[SEAL]

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

City Clerk File No. Res. 09-977

Agenda No. 10.Z.14

Approved: NOV 24 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE MARTIN LUTHER KING DRIVE STUDY PHASE 2

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and the Economic Development Corporation (JCEDC) have prepared a proposal for submission to the New Jersey Urban Enterprise Zone Authority for funding the Martin Luther King Drive Study Phase 2; and

WHEREAS, said proposal and requested funds are to be expended within the designated enterprise zone in the City of Jersey City, for the following project, a copy of the project description is attached to be administered by the JCEDC:

| <u>Project</u> | <u>Amount Requested</u> |
|--|-------------------------|
| Martin Luther King Drive Study Phase 2 | \$204,150.00 |

WHEREAS, pursuant to NJSA 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said application for funding to the New Jersey Enterprise Zone Authority to evaluate and approve the proposed project to be funded from monies deposited in the Enterprise Zone Assistance Fund credited to the account of the Urban Enterprise Zone Authority, said account maintained by the State Treasurer for the Enterprise Zone.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

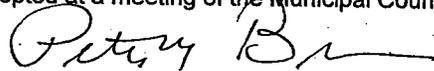
APPROVED 8-0
11/24/09

| 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 | | ABSENT | |
| 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

Date Submitted to B.A. _____

RESOLUTION FACT SHEET

1. Full Title of Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE
NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE
MARTIN LUTHER KING DRIVE STUDY PHASE 2

2. Name and Title of Person Initiating the Resolution

Roberta Farber, Urban Enterprise Zone Director
201-333-7797

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

This Resolution authorizing the submission/acceptance of funding will allow for funding the actions from the final Martin Luther King Drive Phase 1, that were determined to be necessary to create a viable shopping district for Martin Luther King Drive.

4. Reasons for the Proposed Program, Project

Martin Luther King Drive is a "Main Street" shopping corridor. The results of the Phase 1 study set forth the tasks that need to be accomplished in order to create a more viable shopping district on Martin Luther King Drive.

5. Anticipated Benefits to the Community:

Benefits will be the opening of new retail establishments on the avenue and attracting shoppers to the shopping district.

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

\$204,150.00

7. Date proposed Program of Project will commence:

December 8, 2009

8. Anticipated Completion Date:

December 31, 2010

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

Roberta Farber, Urban Enterprise Zone Director

10. Additional Comments:

None

I certify that all the Facts Presented Herein are Accurate.


Urban Enterprise Zone Director

10/21/09
Date


Department Director

11/19/09
Date

**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2010-08012-0968

| | | | |
|--|---|---|---|
| 1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Jersey City 2010 | | | |
| 2. Name of Applicant Agency Jersey City | | | |
| 3. Street Address 280 Grove Street | | | |
| City Jersey City | State New Jersey | Zip Code 07302 | County Hudson |
| 4. Official Contact Person Ms. Donna Mauer | | Title Chief Financial Officer | |
| 5. Program Contact Person Ms. Roberta Farber | | Title UEZ Director | |
| 6. Proposed Project/Grant Title Martin Luther King Drive Phase 2 | | | |
| Program Type Projects : Professional Services: Martin Luther King Drive Phase 2 | | | |
| 7. Total Cost of the Project \$204,150 | 8. Requested Amount \$204,150 | | 9. Funds from Other Sources \$0 |
| 10. Project Location (if Different from Applicant Agency) Jersey City Economic Development Corporation | | | |
| Street Address 30 Montgomery Street Suite 820 | | | |
| City Jersey City | State New Jersey | Zip 07302 | Room Number |
| 11. Vendor Number V-226002013-99 | | 12. Employer ID 69-0220260 | |
| 13. Tax Exempt ID | | | |
| 14. Area(s) Benefiting: | | | |
| 15. Briefly describe the project for which you are seeking funds. to implement the recommendations from the Martin Luther King Drive Feasibility Study | | | |

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program? Yes No

If yes, please describe:

17. Fiscal Contact Person

Ms. Donna Mauer

Title

Chief Financial Officer

Phone Number

(201) 547-5042

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

OBJECTIVES

Objective Number: 1 _____

Short Description: Martin Luther King Drive Implementation

Detailed Description

The findings of the Martin Luther King Drive Phase 1 showed that the blighted environment of the MLK Drive corridor discourages commerce and economic activity. We need to specifically document problematic conditions so they may be corrected. This will be done through a seven step approach by the JGSC Group.

Methods

To implement the tasks, falling within seven general implementation categories that are described in the proposal. Those categories are:

1. Visual Enhancement;
2. Crime Prevention Through Environmental Design (CPTED) Analysis and Recommendations;
3. Retail Training;
4. Business Recruitment Plan;
5. Business Retention Plan;
6. BID Feasibility Analysis; and
7. Strategies for Targeted In-fill Development

Evaluation

This program will be evaluated in five categories:

1. Drop in crime rate
2. Businesses retained
3. Number of Businesses that open on the Drive
4. Ability to create a Special Improvement District on the corridor.
5. Number of businesses certified as UEZ businesses.

Application Program Component: _____

Scope of Services

The first phase of Community InsightsSM is now complete. As a part of that analysis, JGSC Group interviewed stakeholders, commercial property owners, and merchants to gain their perspectives on the good and the bad of doing business on MLK Drive, and to see what the collective vision may be for the future of the shopping district. They also performed a shopper survey that obtained the preferences of nearly 400 people who live, work, or shop on MLK Drive. Based upon that work, they recommended a course of action with seven major components that are necessary for the revitalization. The blighted environment of the MLK Drive corridor discourages commerce and economic activity. We need to specifically document problematic conditions so they may be corrected. We propose to analyze the remaining 25 blocks so that further official and volunteer efforts may be guided to renovate. Property-by-property, block-by-block inspection, assessment & recommendations for action. Curb to cornice analysis. Document conditions by digital photography and checklist report for each property. Assess and document general conditions (non-property specific) and report. Make specific recommendations for the installation of blade signs on specific properties. Develop recommendations for funding and incentives to encourage property owners to make improvements.

Crime Prevention Through Environmental Design (CPTED) Analysis and Recommendations Rationale: Beyond the cleaning and fixing that will occur as a part of the Visual Enhancement Plan (Component 1, above) the built-environment has design features that make shoppers feel unsafe and insecure. JGSC's CPTED expert will document specific conditions that need to be corrected to make the corridor safer for consumers and less accommodating to crime.

- access control (natural, organized and mechanical): evaluate accessibility of public areas, invitee areas, and areas that should be blocked from access;
- surveillance (natural, organized and mechanical): evaluate window transparency, lighting, landscaping, and any other obstructions to surveillance;
- territoriality: evaluate how areas are used, and by what users;
- maintenance: evaluate areas that require maintenance to enhance security and the perception of security, and;
- activity support: evaluate the capacity of public and invitee areas to safely support intended activities necessary for good commerce.

The evaluation shall include these features:
Block-by-block assessment (including street, adjacent intersections, properties, parking area, etc.) of the overall physical environment.
Relevant conditions shall be documented for each block and examples of specific properties provided.
Findings shall be presented and discussed with city agencies for action.
Compilation of recommendations for action on a block-by-block basis.

CPTED Retail Training: Retailers need to present a more safe, secure and inviting appearance within the store environment in order to attract more shoppers into the stores. JGSC Group shall: Perform a store-by-store UEZ recruitment and enrollment effort, pre-qualify participating retailers. Store evaluations at the locations of participating merchants. Create and produce custom reports for each participating merchant, as well as generic instruction materials pertinent to the conditions observed.

Business Recruitment Plan: The neighborhood could benefit by a comprehensive and coordinated plan for recruiting new businesses to fill the 25 percent of buildings that are vacant. Screen the corridor to preliminarily identify buildings that could participate in the recruitment effort. Meet with property owners of up to 36 selected (vacant) commercial locations, to outline the recruitment effort and gain their participation in the effort. Evaluate participating buildings to determine potential retail or other commercial uses, taking into consideration the proximity to retail store clusters, building size, shape, gross leasable area (GLA), parking, etc.; photograph buildings; create floor plans and sell sheets. Propose recommended uses for each building and meet with property owner to gain agreement on potential uses. Identify and prequalify retailers; create prospect list of appropriate retailers. Work with UEZ, city agencies and property owners to propose and create appropriate incentives and inducements to attract desired retailers. Business Retention Plan: The rate of business failure is unacceptably high in the corridor. They propose to identify retailers that are struggling in the current economic climate along the corridor, and assist those that are in need and willing to participate in measures to strengthen their businesses. Screen all merchants and businesses (approximately 108) to identify businesses at-risk" or those in need of succession planning or similar assistance. Of the approximately twenty-five percent (27 businesses) expected to need assistance, conduct

Urban Enterprise Zone - Jersey City 2010
PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Project Name: Martin Luther King Drive Phase 2 Implementation

Meeting Date: 12/8/2009

Estimated start date: 12/8/2009

Estimated completion date: 12/31/2010

Explain how this Project/Program fits into your Zone Development Plan, Municipality's Master Plan, and/or
Redevelopment Plan. If it does not fit into these Plans, explain why.
Strengthen and upgrade the retail and related service sectors in Jersey City.

How will this Project/Program lead to increased economic activity within your zone?

Through the 7 tasks that will be completed:

Visual Enhancements

Crime Prevention through Environmental Design and Analysis

Retail Training

Business Recruitment

Business Retention

SID Feasibility Analysis

Strategies for Targeted In-fill Development

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Identify recipients of UEZ funding for this project.

JGSC Group

- Are there any hidden commissions or fees associated with this project? Yes No N/A
- Is this project available to all UEZ businesses within your zone? Yes No N/A
- Is the approval of this project contingent upon the availability of funds and is it exclusively within the boundaries of the zone? Yes No N/A
(If you answer no, the municipality will be required to contribute a proportionate amount of funding.)
- Will prevailing wage be paid on this project? Yes No N/A
- Will future funding be requested? Yes No N/A
- Will Second Generation funds be used for this project? Yes No N/A

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

How will proposal lead to increased economic activity within your zone?

Through the 7 tasks that will be completed:

Visual Enhancements

Crime Prevention through Environmental Design and Analysis

Retail Training

Business Recruitment

Business Retention

SID Feasibility Analysis

Strategies for Targeted In-fill Development

Urban Enterprise Zone - Jersey City 2010
AGENCY BACKGROUND

1a. Did prior phase create jobs? Yes No N/A

1b. If yes, how many jobs were created?

1c. If yes, how many jobs have been retained?

Urban Enterprise Zone - Jersey City 2010
VENDOR SELECTION PROCESS

Section A: This project WILL go out to bid

Provide dollar amounts of recent bids for the Project/Programs (if applicable)

Bid #1 Amount: Date:

Bid #2 Amount: Date:

Bid #3 Amount: Date:

Section B: This project WILL NOT go out to bid

Why not?

This is a continuation of Martin Luther King (MLK) Drive Study Phase 1. The JGSC Group presented its final report with recommendations for the area. In order to create viable and sustainable economic activity on Martin Luther King Drive it is imperative that the tasks in Phase 2 Implementation be carried out. For this to have a successful conclusion the services of JGSC are required. The Martin Luther King Drive community is very sceptical of individuals that are not from the area however, JGSC Group's professionalism has enabled them to gain the trust of the community. The outcomes from Phase 2 will not only better the MLK Drive corridor but the neighborhood and the municipality.

2a. Provide Vendor Name JGSC Group

2b. Please indicate how selection was made. Please indicate if cost was a factor in the selection process.
Continuation of a project on MLK Drive. Implementation of tasks from the Phase 1 report.

Urban Enterprise Zone - Jersey City 2010
ATTACHMENTS (PROFESSIONAL SERVICES)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone board resolution (if applicable)

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

3. Commitment Letter(s)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010
SCHEDULE B: VENDORS

Vendor Type: Other

If "Other", specify Vendor Type: Economic Revitalization

Name of Development Consultant: Joe Getz

Firm Name: JGSC Group

Street Address: 16 N. Centre St.

City: Merchantville

State: NJ

Zip Code: 08109

Phone: (856) 662-8800 Ext.

Fax: (856) 662-8801

Email: jgetz@jgscgroup.com

Required Attachments:

a. Vendor Business Registration Certificate

I am mailing this attachment I am uploading this attachment

Certifications of Terms and Conditions - Schedule F

| | | |
|---|---|--|
| 1. | I certify that this agency is not delinquent on any Federal or State debt. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 2. | I understand that payments from NJDCA will depend on our submission of all required grant reports. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. | I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 4. | I certify that our organization's Certification of Central Contractor Registration (CCR) is valid and current. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 5. | I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program. If no, please explain: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Non-government Agencies only- | | |
| 6. | If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 7. | The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Attachments | | |
| Certification Regarding Debarment and Suspension - Schedule G | | |
| | <input type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | |
| Certification Regarding Lobbying - Schedule H | | |
| | <input type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | |
| Resolution - Schedule I | | |
| | <input checked="" type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment <input type="checkbox"/> Not applicable | |
| IRS Determination Letter (New Applicants, Non-profit, Non-government only) | | |
| | <input checked="" type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment <input type="checkbox"/> Not applicable | |
| Organizational Chart (Non-government only) | | |
| | <input checked="" type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment <input type="checkbox"/> Not applicable | |
| Application Cover Page | | |
| | <input checked="" type="checkbox"/> I will/Have mailed this attachment <input type="checkbox"/> I will/Have hand delivered this attachment | |

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

City Clerk File No. Res. 09-978

Agenda No. 10.Z.15

Approved: NOV 24 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE UEZ POLICE PROGRAM YEAR 5 AND MUNICIPAL 20% MATCH

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and the Economic Development Corporation (JCEDC) have prepared a proposal for submission to the New Jersey Urban Enterprise Zone Authority for funding the UEZ Police Program Year 5; and

WHEREAS, the State of New Jersey requires a Resolution showing the required City Match of 20%; and

WHEREAS, said proposal and requested funds are to be expended within the designated enterprise zone in the City of Jersey City, for the following project, a copy of the project description is attached to be administered by the JCEDC:

| <u>Project</u> | <u>Amount Requested</u> |
|-----------------------|-------------------------|
| Total UEZ State Funds | \$1,255,778.00 |
| City Match 20% | \$ 316,914.00 |
| Total Cost | \$1,572,692.00 |

WHEREAS, pursuant to NJSA 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said application for funding to the New Jersey Enterprise Zone Authority to evaluate and approve the proposed project to be funded from monies deposited in the Enterprise Zone Assistance Fund credited to the account of the Urban Enterprise Zone Authority, said account maintained by the State Treasurer for the Enterprise Zone.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|--------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | | ABSENT |
| DONNELLY | ✓ | | | FULOP | ✓ | | | VEGA | ✓ | | |
| LOPEZ | ✓ | | | RICHARDSON | ✓ | | | BRENNAN, PRES | ✓ | | |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]

Peter M. Brennan, President of Council

[Signature]

Robert Byrne, City Clerk

Date Submitted to B.A. _____

RESOLUTION FACT SHEET

1. Full Title of Resolution

RESOLUTION AMENDING THE RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY WHICH AUTHORIZED THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE UEZ POLICE PROGRAM YEAR 5 AND MUNICIPAL 20% MATCH

2. Name and Title of Person Initiating the Resolution

Roberta Farber, Urban Enterprise Zone Director
201-333-7797

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

Continuation of funding Police Officers through the Urban Enterprise Zone Program.

4. Reasons for the Proposed Program, Project

The continuation of funding officers to patrol UEZ areas.

5. Anticipated Benefits to the Community:

Benefits to the Community will be safer streets.

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

| | |
|-----------------------|----------------|
| Total UEZ State Funds | \$1,255,778.00 |
| City Match 20% | \$ 316,914.00 |
| Total Cost | \$1,572,692.00 |

7. Date proposed Program of Project will commence:

December 8, 2009

8. Anticipated Completion Date:

December 31, 2010

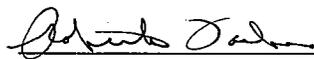
9. Person Responsible for Coordinating Proposed Program, Project, etc.;

Police Chief Thomas Comey

Additional Comments:

None

I certify that all the Facts Presented Herein are Accurate.


Urban Enterprise Zone Director

10/21/09
Date


HEDC Department Director

11/19/09
Date

**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2010-08012-0931

| | | | |
|---|---|---|---|
| 1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Jersey City 2010 | | | |
| 2. Name of Applicant Agency: Jersey City | | | |
| 3. Street Address 280 Grove Street | | | |
| City Jersey City | State New Jersey | Zip Code 07302 | County Hudson |
| 4. Official Contact Person Ms. Donna Mauer | | Title Chief Financial Officer | Phone number (201) 547-5042 |
| 5. Program Contact Person Ms. Roberta Farber | | Title UEZ Director | Phone Number (201) 333-7797 |
| 6. Proposed Project/Grant Title Jersey City Police Program Phase 5 | | | |
| Program Type Projects : Eligible Municipal Services: Jersey City Police Program Phase 5 | | | |
| 7. Total Cost of the Project \$1,572,692 | 8. Requested Amount \$1,255,778 | | 9. Funds from Other Sources \$316,914 |
| 10. Project Location (if Different from Applicant Agency) City of Jersey City | | | |
| Street Address 30 Montgomery Street Suite 820 | | | |
| City Jersey City | State New Jersey | Zip 07302 | Room Number |
| 11. Vendor Number V-226002013-99 | | 12. Employer ID 69-0220260 | 13. Tax Exempt ID |
| 14. Area(s) Benefiting: | | | |
| 15. Briefly describe the project for which you are seeking funds. to continue funding Jersey City Police Officers within UEZ areas. | | | |

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program? Yes No

If yes, please describe:

17. Fiscal Contact Person

Ms. Donna Mauer

Title

Chief Financial Officer

Phone Number

(201) 547-5042

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

OBJECTIVES

Objective Number: 1

Short Description: To fund Jersey City Police Officers Phase 5

Detailed Description

Much like other large urban areas, has shown a tremendous increase in crime which has drastically impacted the safety and quality of life within our city and particularly the commercial (UEZ) corridors. One of the paramount steps is to increase the number of policemen that patrol our UEZ districts. In order to enhance this police presence in our UEZ via vehicles, foot and bicycle patrols, we are requesting funding for 20 police officers.

Methods

As with past projects, these officers will patrol exclusively within the boundaries of the UEZ unless an emergency situation arises. They will be working all three shifts, 8:00am-4:00pm, 4:00pm -12:00am, 12:00am - 8:00am, and report to the Captain of their precincts. A log of all activities will be kept. UEZ funded police cannot have their regular UEZ assigned schedules altered to supplement or fill in for other assigned police officers in the municipality.

Evaluation

This program will be evaluated through the Uniformed Crime Statistics at the end of the year.

Application Program Component: Jersey City Police Program

Scope of Services

This proposal is being submitted to request \$1,258,153.66

for Urban Enterprise Zone Assistance Funds for Police Officers. These funds shall be used exclusively within the Zone boundaries and is in the Jersey City Urban Enterprise Zone Five Year Plan.

Within the past few years, Jersey City, much like other large urban areas, has shown a tremendous increase in gang related activities (i.e.) murders, robberies, assaults, narcotics, etc. The results of these gang related felonies, as well as those committed by lone individuals, has drastically impacted the safety and quality of life within our city and particularly the commercial (UEZ) corridors.

A large majority of the city's residents have expressed their fear/reluctance of venturing out to the various shopping centers/malls because of the violence which is engulfing these areas. Some of these fears are perception while others are quite real. In order to restore public confidence the city realizes it must take a number of measures to insure that a desirable quality of life is restored and public safety is maintained.

One of the paramount steps is to maintain the number of policemen that patrol our UEZ districts. Jersey City has received Homeland Security Funds however, they are not being used for this project.

Jersey City's first Police Program was very successful. The merchants and the residents were aware, that the police officers were provided by the Urban Enterprise Zone program. Their presence on the street afforded the constituency with a greater feeling of safety. As with past projects, these officers will patrol exclusively within the boundaries of the UEZ unless an emergency situation arises. They will be working all three shifts, 8:00am-4:00pm, 4:00pm-12:00am, 12:00am - 8:00am, and report to the Captain of their precincts. A log of all activities will be kept. UEZ funded police cannot have their regular UEZ assigned schedules altered to supplement or fill in for other assigned police officers in the municipality.

The officers will be assigned to the main business areas in Jersey City:

Central Avenue
McGinley Square
Martin Luther King Drive
Historic Downtown
Newark Avenue
Washington Boulevard
Route 440
Monticello Avenue
Westside Avenue
Kennedy Boulevard
Ocean Avenue
Newport
Exchange Place

The number of officers assigned will depend on personnel needed at the time of assignment which will be the responsibility of the precinct captain for the district.

Also attached are Jersey City's major crime figures.

These officers will be assigned only to the Urban Enterprise Zone areas of the municipality.

Funds are available in the Jersey City UEZ account and we will seek additional UEZ funding for this project.

The officers who will be funded through this program are listed in the detailed project costs.

There will be no overtime paid to Police Officers with Urban Enterprise Zone Funds.

This project is contingent upon the availability of Zone Assistance Funds.

This project is in full compliance with our 5 year plan.

There are no hidden commissions or fees associated with this project.

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Project Name: Jersey City Police Program Phase 5

Meeting Date: 12/8/2009

Estimated start date: 12/8/2009

Estimated completion date: 12/31/2010

Explain how this Project/Program fits into your Zone Development Plan, Municipality's Master Plan, and/or

Redevelopment Plan. If it does not fit into these Plans, explain why.

Police Programs are within the scope of Jersey City's Five Year Strategic Plan as a challenge to change the perception and reality of rising crime rates.

How will this Project/Program lead to increased economic activity within your zone?

Police on the streets in Jersey City add to the safety and security of residents and visitors. When this is accomplished persons will utilize their local shopping areas.

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE)

Identify recipients of UEZ funding for this project.

City of Jersey City Police Department.

- Are there any hidden commissions or fees associated with this project? Yes No N/A
- Is this project available to all UEZ businesses within your zone? Yes No N/A
- Is the approval of this project contingent upon the availability of funds and is it exclusively within the boundaries of the zone?
(If you answer no, the municipality will be required to contribute a proportionate amount of funding.) Yes No N/A
- Will prevailing wage be paid on this project? Yes No N/A
- Will future funding be requested? Yes No N/A
- Will Second Generation funds be used for this project? Yes No N/A

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

How will proposal lead to increased economic activity within your zone?

Police on the streets in Jersey City add to the safety and security of residents and visitors. When this is accomplished persons will utilize their local shopping areas.

Urban Enterprise Zone - Jersey City 2010
AGENCY BACKGROUND

1. How many of the following vehicles have been previously purchased with UEZ funds?

| | Total Quantity | Total Dollar Amount |
|----------------------|-------------------|------------------------|
| Police Vehicles | 32 | \$510,409.75 |
| Fire Trucks | 0 | \$0.00 |
| Other Vehicle Types: | | |

- 2a. What is the total number of police personnel in municipality? 887
- 2b. What is the average salary for police personnel in municipality? \$88,016.00
- 3a. What is the total number of fire personnel in municipality? 580
- 3b. What is the average salary for fire personnel in municipality? \$90,600.00
- 4a. Did prior phase create jobs? Yes No N/A
- 4b. If yes, how many jobs were created? 0
- 4c. If yes, how many jobs have been retained? 20

Urban Enterprise Zone - Jersey City 2010
ATTACHMENTS (ELIGIBLE MUNICIPAL SERVICES)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone board resolution (if applicable)

I will...

- Mail this attachment
- Hand deliver this attachment

2a. Specifications or quotes (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

2b. Pictures and maps (if applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010
ATTACHMENTS (ELIGIBLE MUNICIPAL SERVICES)

3. Commitment Letter(s)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

4. Copy of 08-02 certification(s) (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

5. Municipality's crime rate for current and previous year. (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Certifications of Terms and Conditions - Schedule F

| | | | | |
|----|---|---|-----------------------------|---|
| 1. | I certify that this agency is not delinquent on any Federal or State debt. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. | I understand that payments from NJDCA will depend on our submission of all required grant reports. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. | I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. | I certify that our organization's Certification of Central Contractor Registration (CCR) is valid and current. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| 5. | I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| | If no, please explain: | | | |
| | Non-government Agencies only- | | | |
| 6. | If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| 7. | The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| | | | | |
| | Attachments | | | |
| | Certification Regarding Debarment and Suspension - Schedule G | | | |
| | <input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | | | |
| | Certification Regarding Lobbying - Schedule H | | | |
| | <input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | | | |
| | Resolution - Schedule I | | | |
| | <input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | | | |
| | IRS Determination Letter (New Applicants, Non-profit, Non-government only) | | | |
| | <input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | | | |
| | Organizational Chart (Non-government only) | | | |
| | <input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable | | | |
| | Application Cover Page | | | |
| | <input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment | | | |

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

City Clerk File No. Res. 09-979

Agenda No. 10.Z.16

Approved: NOV 24 2009

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A VENDOR NAME CHANGE FOR FRED W. MARTIN APARTMENTS

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on August 8, 2007 and February 11, 2009, the Municipal Council approved resolutions number 07-631 and 09-110, respectively authorizing Affordable Housing Trust Fund (AHTF) Contracts with Webb-Washington Community Development Corporation for the Fred W. Martin Apartments affordable housing project; and

WHEREAS, the City authorized two (2) Affordable Housing Trust Fund Contracts with Webb Washington Community Development Corporation for a total award of \$1,640,000 (\$1,397,000 and \$243,000 in 2007 and 2009, respectively); and

WHEREAS, Webb Washington Community Development Corporation was formerly partnering with New Jersey City Affordable Housing for the development of Fred W. Martin Apartments; and

WHEREAS, Webb Washington Community Development Corporation will be replaced by the Community Outreach Team, Inc. for the development of Fred W. Martin Apartments; and

WHEREAS, the new partnership for Fred W. Martin Apartments will consist of 194-212 MLK Drive, Inc. (Eugene O'Connell) and Community Outreach Team, Inc. (Rev. Kevin Knight); and

WHEREAS, the new vendor name is Fred W. Martin Apartments Urban Renewal L.P.

Agenda No. Res. 09-9799

Approved 10.7.16 NOV 24 2009

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A VENDOR NAME CHANGE FOR FRED W. MARTIN APARTMENTS**

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

1. The Mayor and/or Business Administrator is hereby authorized to transfer Contracts with the Webb-Washington Community Development Corporation to Fred W. Martin Apartments Urban Renewal L.P. for the development of Fred W. Martin Apartments.
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

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

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | BRENNAN | ✓ | | |
| DONNELLY | ✓ | | | FULOP | ✓ | | | FLOOD | | ABSENT | |
| 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.

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

Robert Byrne
 Robert Byrne, City Clerk

Department of Housing, Economic Development & Commerce
Division of Community Development



Inter-Office Memorandum

DATE: November 20, 2009
TO: Council President Peter Brennan and Municipal Council Members
FROM: Darice Toon, Director – Division of Community Development
SUBJECT: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING A VENDOR NAME CHANGE FOR FRED W. MARTIN APARTMENTS

The vendor name change for the above reference resolution is being processed to remove Webb Washington Community Development Corporation (Principal – Laverne Webb) from all City documents associated with the development of Fred W. Martin Apartments. Webb Washington Community Development Corporation originally served as a partner of New Jersey Affordable Housing (Principal – Eugene O'Connell).

Eugene O'Connell has selected a new partner (Community Outreach Team – Rev. Kevin Knight) to complete this project. The new vendor name for Fred W. Martin Apartments is Fred W. Martin Apartments Urban Renewal L.P. The partnership will consist of 194-212 MLK Drive, Inc. (Eugene O'Connell) and Community Outreach Team, Inc. (Rev. Kevin Knight).

If you have any questions, please feel free to contact me at x5304.

Thank you

cc: Carl Czaplicki, Director – HEDC
Brian O'Reilly, Business Administrator
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-980

Agenda No. 10.2.17

Approved: NOV 24 2009

TITLE:



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

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

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

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

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

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

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

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

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

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

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

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

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

TITLE:

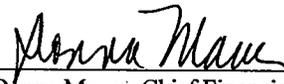
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES IN CONNECTION WITH THE HACKENSACK RIVER FUND PARK PROJECT

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

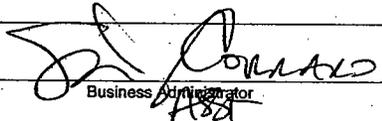
6. The award of this contract shall be subject to the condition that T&M Associates provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

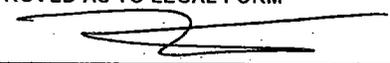
8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto incorporated herein by reference, shall be placed on file with this Resolution.

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


 Donna Mauer, Chief Financial Officer

RR/cw

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel

Certification Required

Not Required

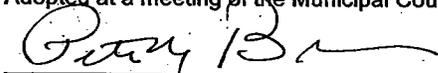
APPROVED 7-1

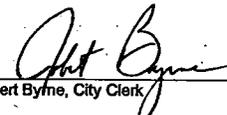
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 11/24/09 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO | ✓ | | | GAUGHAN | ✓ | | | FLOOD | | ABSENT | |
| 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

9.80

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: T & M Associates

Signed [Signature] Title: President

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

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

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

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

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

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 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 defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

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

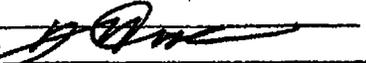
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

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

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

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

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

Representative's Signature: 

Name of Company: T & M Associates

11 Tindall Road, Middletown, NJ 07748

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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

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

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

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY