

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

City Clerk File No. Res. 10-273

Agenda No. 10.A

Approved: MAY 12 2010

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXECUTION OF AN INVESTMENT SERVICES AGREEMENT WITH BANK OF AMERICA

COUNCIL _____ offered and moved adoption of the following resolution:

WHEREAS, Jerramiah T. Healy, Mayor and Donna T. Mauer, Chief Financial Officer are hereby authorized and directed in the name and on behalf of the City of Jersey City (the "Organization") to:

- 1) Execute and deliver to Bank of America, N.A. (the "Bank") an Investment Services Agreement and such other agreements, certificates, and instruments (collectively "Documents") in the form and containing such terms and conditions as the Bank may require and as such persons executing the same on behalf of the Organization may approve, such approval to be conclusively evidenced by the execution thereof; and
- 2) Give written, verbal, fax, electronic or such other instructions to the Bank under the Documents as may be authorized thereunder, and the Bank shall be fully protected in relying thereon; and
- 3) Take any such further action as may be deemed necessary or advisable to carry out the intent of this resolution; and

WHEREAS, This resolution shall remain in full force and effect until the Bank is given written notice to the contrary at the Office at which the Organization's Investment Service Account is administered.

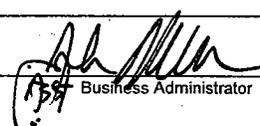
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

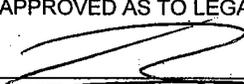
1. The duly acting and qualified Clerk of the Organization is hereby authorized and directed in the name and on behalf of the Organization to execute and deliver to the Bank a certified copy of this resolution.

I certify that I am the duly acting and qualified Municipal Clerk of the Organization, and do hereby further certify that the foregoing is a true and corrected copy of the resolution duly adopted by the Board of Directors of the Organization on April 28, 2010 and that said resolution is, as of this date, in full force and effect and has not been revoked or amended.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

 _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

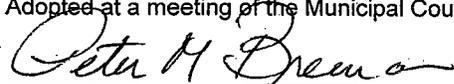
APPROVED 8-0

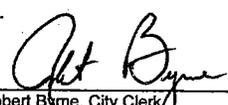
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ 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

Irene McNulty

From: Susan Alston-Hall
Sent: Wednesday, May 05, 2010 3:22 PM
To: Robert Byrne; Brian O'Reilly
Cc: Irene McNulty; Helen Monteleone
Subject: Memo re Bank of America attached
Attachments: D. Mauer re BnkAmer (05-03-10).doc

FYI – from Darice Toon.

Attach

Susan Alston-Hall
Senior Administrative Analyst
J.C. Division of Community Development
30 Montgomery Street - Suite 404
Jersey City, NJ 07302

Phone: 201-547-4861
Fax: 201-547-5104
Email: SusanM@jcnj.org

Department of Housing, Economic Development & Commerce
Division of Community Development



Inter-Office Memorandum

DATE: May 3, 2010
TO: Donna Mauer, Chief Financial Officer – Management and Budget
FROM: Darice Toon, Director – Division of Community Development
SUBJECT: Resolution of the Municipal Council of the City of Jersey City
Authorizing the Execution of an Investment Services Agreement with
Bank of America

The Bank of America serves as the Custodian for Section 108 Loans executed by the City. The Custodian is responsible for maintaining important documents related to loans in an escrow account.

The U.S. Department of Housing and Urban Development (HUD) requires the City to execute an Agreement with a financial institution acceptable to HUD to act as custodian for Section 108 Loan documents.

Bank of America is paid seven hundred fifty dollars (\$750.00) annually for maintaining this escrow account on behalf of the City of Jersey City.

If you have any questions, please feel free to contact me at Ext. 5304.

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

City Clerk File No. Res. 10-274
 Agenda No. 10.B
 Approved: MAY 12 2010



TITLE: RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE FY 2010 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

COUNCIL offered and moved adoption
 of the following resolution:

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the FY 2010 Municipal Budget:

	FROM	TO
Justice Assistance Grant (2)	0	444,909
Community Service Block Grant	233,640	959,328
Clean Communities Grant	0	285,764

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
Justice Assistance Grant (2)	0	444,909
Community Service Block Grant	233,640	959,328
Clean Communities Grant	0	285,764

BE IT FURTHER RESOLVED that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-275

Agenda No. 10.C

Approved: MAY 12 2010

TITLE:



**RESOLUTION REQUESTING CHANGE IN TITLE, TEXT,
OR AMOUNT OF APPROPRIATION PURSUANT TO NJS
40A:4-85.**

Council
of the following resolution:

offered and moved adoption

WHEREAS, N.J.S. 40A:4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any county or municipality, make such corrections of the title, text, or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality,

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

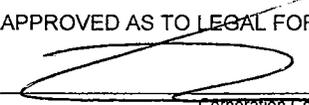
- In accordance with the provision of N.J.S. 40A:4-85, the City of Jersey City hereby requests the Director of the Division of Local Government Services to make the following correction in the FY 2010 budget:

	<u>Adopted</u>	<u>Amended</u>
CCTV	\$3,903,063	\$3,746,700
Summer Food Program	\$ 362,528	\$ 333,918

- That the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute referred to above, and is necessary for the orderly operation in the County of Hudson, City of Jersey City for the reallocation of funds to meet the minimum match requirements.

BE IT FURTHER RESOLVED that the City Clerk forward two copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

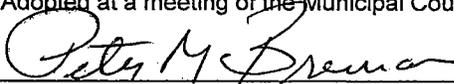
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								5/12/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	<i>ABSENT</i>			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-276

Agenda No. 10.D

Approved: MAY 12 2010

TITLE:



Resolution Honoring Queen Esther Chapter No.2, Order of Eastern Star-Prince Hall Affiliation For the Jurisdiction of New Jersey, Inc. On the Occasion and Celebration of Their 103rd Anniversary

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

Whereas, the Order of the Eastern Star is the largest fraternal organization in the world that allows both men and women to join; and

Whereas, Queen Esther Chapter No. 2, Order of the Eastern Star- Prince Hall Affiliation was granted a charter on February 1, 1907. On June 30, 1914, Queen Esther Chapter No. 2 became a subordinate chapter of Oziel Grand Chapter, Order of the Eastern Star, State of New Jersey; and

Whereas, Mary Daniels was the first Worthy Matron and James Merritt, the first Worthy Patron; and

Whereas, on, May 2, 2010, Queen Esther Chapter No. 2 will celebrate 103 years of continuous service at the Casino In The Park in Jersey City, New Jersey. This year's theme is "Still Achieving... Still Pursuing... The Journey Continues..." The following three stellar individuals will be honored for their continuous service and contributions to their community: **Reverend Nolan M. Doby, Ms. Patricia Halley and Assemblyman Charles Mainor.**

Now, Therefore, Be it Resolved, that the Municipal Council of the City of Jersey City does hereby join Queen Esther Chapter No.2, Order of Eastern Star-Prince Hall Affiliation for the Jurisdiction of New Jersey, Inc. on the occasion and celebration of their 103rd anniversary. Special recognition and accolades should be given to **Sister Josephine McEachin, Worthy Matron, Brother Carl B. Hunter, Worthy Patron, Sister Gwendolyn D. Jenkins, Grand Worthy Matron, Brother Lawrence C. Hopkins, Grand Worthy Patron and Most Worshipful Thomas R. Hughes, Grand Master.**

G:\WPDOC5\TOLONDA\RESOS\ANNIVERSARY\Queen Esther.2010.wpd

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-277

Agenda No. 10.E

Approved: MAY 12 2010

TITLE:



RESOLUTION EULOGIZING MAJOR BROWN, JR.

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

WHEREAS, Major Brown, Jr., the son of late Evelyn and Major Brown, Sr., was born on January 18, 1938, in Robersonville, North Carolina. He moved to Newark, New Jersey as a teenager and attended Barringer High School where he excelled in track. Major was a 1983 graduate of Jersey City State College (New Jersey City University). He began his teaching career immediately after graduation and continued his education earning his Master's degree; and

WHEREAS, Major Brown, Jr. was always willing to go above and beyond the school schedule to make a difference. Major served the children of Jersey City as a basketball, track and life coach. He was the Head Track Coach at Lincoln High School for several seasons and later served as an Assistant Coach at Snyder High School both in Jersey City; and

WHEREAS, Major Brown, Jr. was a member of several professional, civic and sports organizations. Major was a member of the Jersey City Employment Agency (JCEA) Executive Board. He served as the organization's Treasurer and was a member of the JCEA Negotiations Team. He formed the JCEA Bowling League which now bears his name as the JCEA/Major Brown Bowling League. Major also served as the Director of the Hudson County Education Association. He was a member of Phi Delta Kappa, a professional association for educators; and

WHEREAS, Major Brown, Jr. proudly served his community and was elected as a Democratic Committeeman in his home district. He was also the recipient of Andrew Young Black Male Achievement Award; and

WHEREAS, Major Brown, Jr. annually coordinated the Jersey City Public Schools' fundraising efforts for the Juvenile Diabetes Research Foundation and served as a volunteer for Special Olympics. He was a Board Member of Team Excel Track Club. He also served as an official at the Garden State Games, JC Sports Fest, Jersey City Track & Field Series, Charlie Mays Invitational, The Courier Times Invitational and Speed City Track & Field Series. This year the Major Brown Invitational track meet for youth will be held in Jersey City; and

WHEREAS, Major Brown, Jr. met and married Joan D. Tibbs on August 8, 1959. The loving couple was blessed with three daughters Tamara, Tori, and Teryl; and

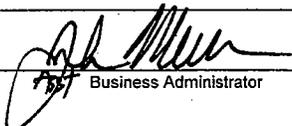
WHEREAS, Major Brown, Jr. departed this life on April 23, 2010 and will be greatly missed. He is survived by his loving wife, Joan; daughters, Tamara Brown Dorsey (Bennie), Teryl Brown Monderoy (Garth); grandchildren, Tiffany Kennedy, Andre D. Wallace, Amber Wallace, Jaren Matthews, Maxwell Monderoy; 3 great grandchildren, Devaughn and Madison Kennedy and Jayden Grant; goddaughter, Sharon Fields; sister-in-laws, Janet Joyner (Earl), Joyce Tolliver Adams, Sharron Sparrow; brother-in-laws, William Tolliver (Diana), and James Adams; Sr. Aunts, Anne Ohene-Twum, Gloria Washington; uncles, Walter Wilson, and Ronald Wilson. Major was preceded in death by his daughter, Tori Anne Matthews.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby mourn the passing of Major Brown, Jr. and offers heartfelt condolences to the Brown family.

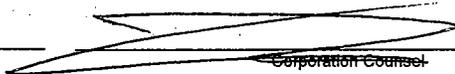
G:\WPDOCS\TOLONDA\RESOS\EULOGIZE\Major Brown.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

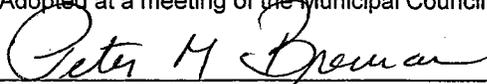
APPROVED 8-0

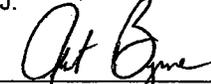
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-278

Agenda No. 10.F

Approved: MAY 12 2010

TITLE:



RESOLUTION GRANTING APPROVAL FOR PUBLIC SERVICE ELECTRIC AND GAS COMPANY ("PSE&G") TO FILE AN APPLICATION TO THE WATERSHED PROPERTY REVIEW BOARD ON BEHALF OF THE CITY OF JERSEY CITY IN ORDER TO CONSTRUCT ACCESS ROADS ON PROPERTY OWNED BY THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (the "City") is the owner of the property more commonly known as Block 31001, Lot 12, Block 50001, Lot 1 and Block 50003, Lot 19 in the Township of Rockaway, County of Morris (the "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, PSE&G, has requested permission to enter the portion of the Property shown on Exhibit "A" to construct two (2) temporary access roads for the construction of a new 500kV transmission line necessary in order to provide safe and reliable electric service to the residents of New Jersey; and

WHEREAS, the New Jersey Board of Public Utilities has determined that the new 500kV transmission line is reasonably necessary for the service, convenience and welfare of the public; and

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

WHEREAS, in order to construct the temporary access roads, PSE&G needs permission to file an application on behalf of the City to obtain approval from the Watershed Property review Board; and

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

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

City Clerk File No. Res. 10-278

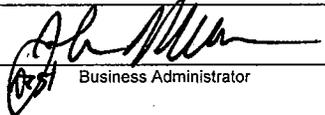
Agenda No. 10.F MAY 12 2010

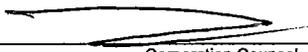
TITLE: RESOLUTION GRANTING APPROVAL FOR PUBLIC SERVICE ELECTRIC AND GAS COMPANY ("PSE&G") TO FILE AN APPLICATION TO THE WATERSHED PROPERTY REVIEW BOARD ON BEHALF OF THE CITY OF JERSEY CITY IN ORDER TO CONSTRUCT ACCESS ROADS ON PROPERTY OWNED BY THE CITY OF JERSEY CITY

- 1) the City of Jersey City does hereby authorize PSE&G to file an application with the Watershed Property Review Board on behalf of the City of Jersey City in connection with the proposed construction of temporary access roads on the 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.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

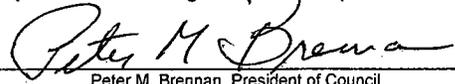
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

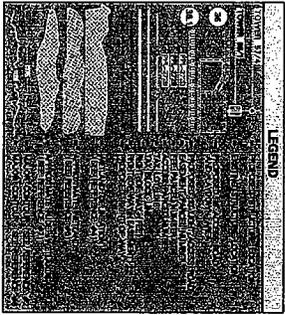
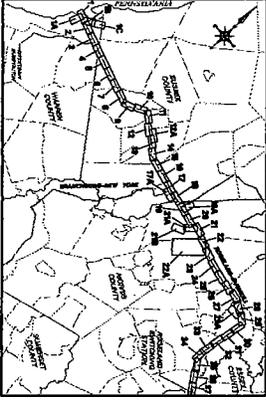
✓ Indicates Vote

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

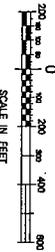


NOTES:

1. HORIZONTAL CONTROL - MATCH
2. VERTICAL CONTROL - MATCH
3. ALL DATA FROM THE 1950'S
4. ALL DATA FROM THE 1950'S
5. ALL DATA FROM THE 1950'S

REFERENCES:

1. U.S. GEOLOGICAL SURVEY, QUANTIFICATION OF THE EFFECTS OF LAND USE CHANGE ON WATER RESOURCES IN THE SOUTHWESTERN UNITED STATES, 1980
2. U.S. GEOLOGICAL SURVEY, LAND USE AND LAND COVER DATA FROM 1980 TO 1990, 1990
3. U.S. GEOLOGICAL SURVEY, LAND USE AND LAND COVER DATA FROM 1990 TO 2000, 2000
4. U.S. GEOLOGICAL SURVEY, LAND USE AND LAND COVER DATA FROM 2000 TO 2010, 2010
5. U.S. GEOLOGICAL SURVEY, LAND USE AND LAND COVER DATA FROM 2010 TO 2020, 2020



FIELD SUPERVISOR: JOHN P. RIBARDO

PROJECT MANAGER: DAVID C. COLEMAN

OPSEG OPERATIONAL SUPPORT & ENGINEERING GROUP

SUSQUEHANNA-ROSELAND TRANSMISSION PROJECT

SITE PLAN

DATE: 12/15/2023

SCALE: 1" = 200'

Exhibit "A"

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

City Clerk File No. Res. 10-279

Agenda No. 10.6

Approved: MAY 12 2010



TITLE:
 RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH
 TRANSCONTINENTAL GAS COMPANY, LLC TO ENTER ONTO
 CITY PROPERTY KNOWN AS 13-15 LINDEN AVENUE EAST

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) is the owner of 13-15 Linden Avenue East (Property) which will be the site of the Department of Public Works facility; and

WHEREAS, Transcontinental Gas Company, LLC (Transco) is the owner of a gas pipeline that is located on property owned by Conrail and New Jersey Transit; and

WHEREAS, Transco intends to do maintenance repair work to the pipeline (Project); and

WHEREAS, in order to avoid interrupting service on the New Jersey Transit Light Rail System, Transco requests the City's permission to enter the Property for the purpose of accessing the Project site and for the purpose of parking vehicles; and

WHEREAS, Transco agrees to execute the license agreement attached hereto to and pay the City a license fee of two thousand (\$2,000.00) dollars.

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

- 1) Transco, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto;
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) The term of the license agreement shall be two (2) months effective as of the execution date of the license agreement by City officials.

RR
5-5-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

2010069

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Transcontinental Gas Company, LLC (hereinafter referred to as "Licensee" or "Transco"), whose address is 2800 Post Oak Boulevard, Houston, Texas.

By this Agreement the City grants permission to the Licensee to enter onto City property which is known as 13-15 Linden Avenue East, Jersey City (hereinafter referred to as the "premises"). Licensee is the owner of a gas pipeline that is located on property owned by Conrail and New Jersey Transit. Licensee intends to do maintenance repair work to the pipeline ("Project"). In order to avoid interrupting service on the New Transit Light Rail System, Licensee needs to access the pipeline property by crossing the City's premises. 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 a period of two (2) months effective upon execution of this Agreement by the City's Business Administrator.
2. The Licensee shall be permitted to use the premises for the following activities:
 - (a) accessing the Project site; and
 - (b) parking vehicles

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

3. The Licensee shall pay the City a license fee of Two Thousand (\$2,000.00) Dollars.
4. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) 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 or in any way arising out of 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 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.

10. 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.

11. 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.

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

13. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the 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 prescribed forms to be provided by the Licensor.

14. 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.

15. 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 not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

16. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

17. All Notices between the parties hereto shall be addressed and delivered to the following:

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

Licensee:

18. 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 property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

19. 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.

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

21. This Agreement shall terminate two (2) months after its effective date..

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

AGREED to this _____ day of _____, 2010

TRANSCONTINENTAL
GAS COMPANY, LLC

CITY OF JERSEY CITY

(Licensee)

By: _____

By: _____

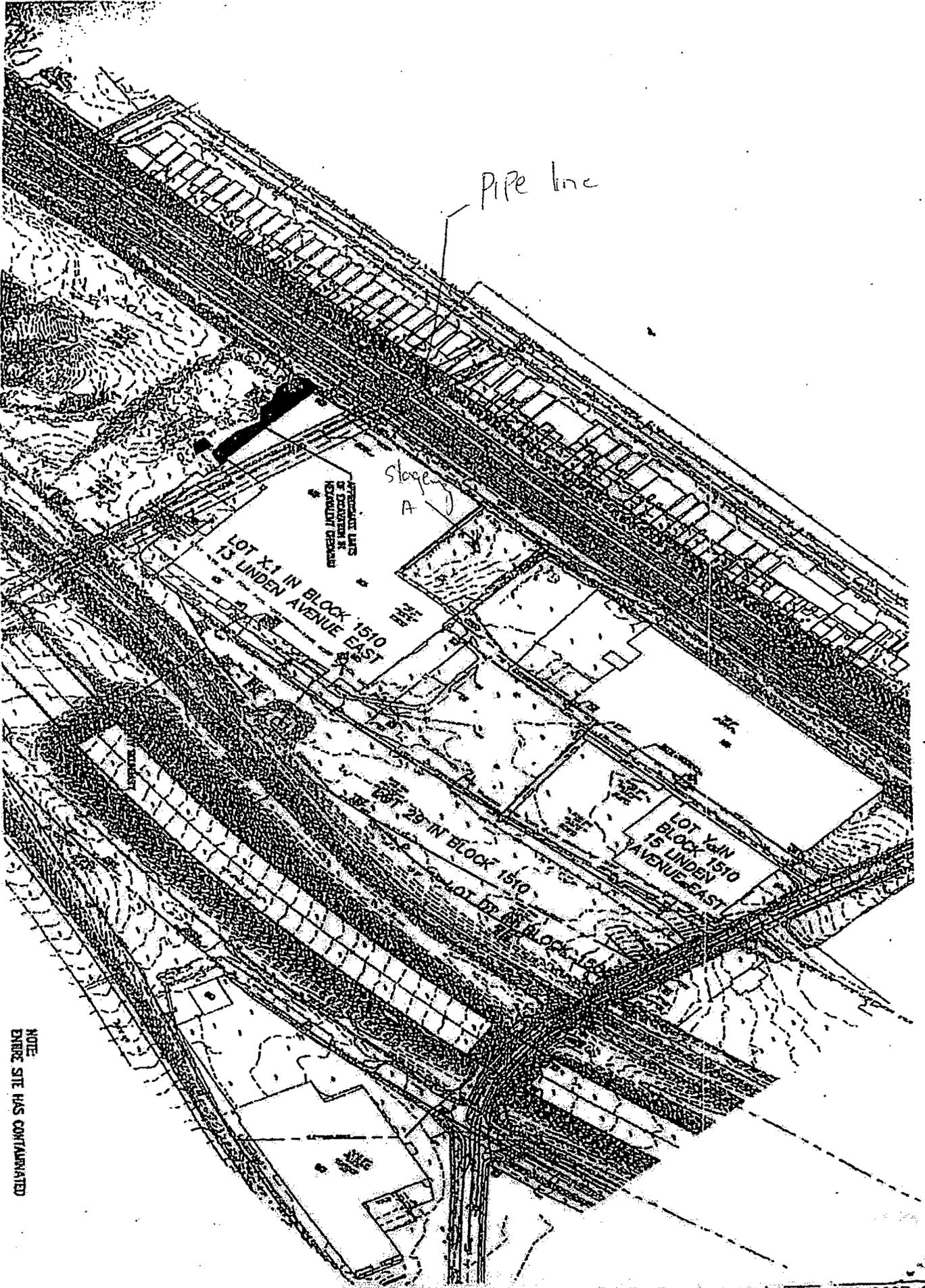
Brian O'Reilly
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

RR
5-5-10



Pipe line

Storage A

LOT X-1 IN BLOCK 1510
15 LINDEN AVENUE EAST

LOT Y-1 IN BLOCK 1510
15 LINDEN AVENUE EAST

REPAIR ENTRANCE
IN REAR OF
CITY APPROVED

NOTE:
ENTIRE SITE HAS CONTAMINATED

280 Gesse Street
John Jensen
07364

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

City Clerk File No. Res. 10-280
 Agenda No. 10.H
 Approved: MAY 12 2010



TITLE: **RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$256,938.82 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS 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 on the attached spreadsheet; and

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

WHEREAS, the Municipal Council of the City of Jersey City authorized settlement of the majority of associated appeals at its meeting of January 13, 2010, however, the attached settlement was inadvertently omitted for tax year 2009 for Block 1500, Lots 35, 43 and 71; 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 Special Tax Counsel, and the Corporation Counsel has recommended that the Complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessments to the actual fair assessable value of the properties consistent with assessing practices generally applicable in the City of Jersey City, as required by Law, and are consistent with and part of the global settlement authorized by action of this Council on January 13, 2010.

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 Two Hundred Fifty-Six Thousand Nine Hundred Thirty-Eight and 82/100 (\$256,938.82) Dollars.

Dated: _____

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1
 5/12/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	ABSTAIN			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-281

Agenda No. 10.1

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 114 OAK STREET A/K/A BLOCK 1976, LOT 100

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 14, 2005, Indra Goorbarry (Borrower) executed a second mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,125.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 114 Oak Street, Jersey City, also known as Lot 100 in Block 1976; 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 Indra Goorbarry in the sum of \$5,125.00 affecting 114 Oak Street, Jersey City, also known as Lot 100 in Block 1976.

IW/kn
4-28-2010

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
[Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

010067

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-282
 Agenda No. 10.J
 Approved: MAY 12 2010
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
 ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW
 AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF
 OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
 2009 BODY ARMOR REPLACEMENT FUND**

COUNCIL **Offered and moved adoption of**
the following resolution

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

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

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (2009), and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

WHEREAS, the City of Jersey City having shown a desire to protect it's police officers has applied and has been awarded **\$22,573.80** for this purpose, and

WHEREAS, the Jersey City Police Department would like to accept the **\$22,573.80** award being offered by the New Jersey Division of Criminal Justice under the 2009 Body Armor Replacement Fund, and

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

1. The City of Jersey City authorities acceptance on behalf of the Jersey City Police Department **\$22,573.80** from the New Jersey Division of Criminal Justice, and
2. These funds will be used to provide personal body armor for the members of the Jersey City Police Department.

APPROVED: *Samuel J. Johnson*

APPROVED AS TO LEGAL FORM

APPROVED: *ARS*
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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



**JERSEY CITY POLICE DEPARTMENT
PLANNING AND RESEARCH BUREAU**

8 ERIE STREET
JERSEY CITY, NEW JERSEY 07302
201-547-4736/4310 FAX 201-547-5632

TO: Donna Mauer, Chief Financial Officer
FROM: Sgt. Jaclyn Marcazo *JM*
DATE: April 14, 2010
SUBJECT: Resolution to Accept 2009 Body Armor Replacement Fund

Attached you will find a resolution to accept the 2009 Body Armor Replacement Fund award in the amount of **\$22,573.80**, a significant decrease from previous years as the result from the State's budget crisis.

Once council approves, a separate account will need to be opened. These funds are to be used exclusively for police body armor.

Thank you for your assistance in this matter.

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR - 2009 BODY ARMOR REPLACEMENT FUND

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

Director Samuel Jefferson

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

Funds are being awarded to the Jersey City Police in the amount of **\$22,573.80** towards the purchase of body armor (bullet proof vests) for police officers.

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

To provide protection for police officers who work for the City.

5. Anticipated Benefits to the Community:

To provide the police officers with body armor for better protection and safety.

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

The award of **\$22,573.80** shall be used to purchase body armor with no match required by the City.

7. Date Proposed Program or Project will Commence:

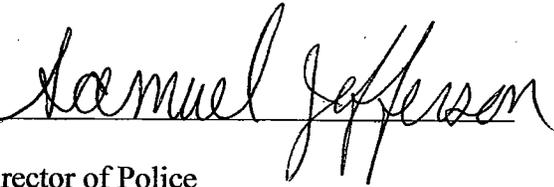
May 1, 2010

8. Anticipated Completion Date:

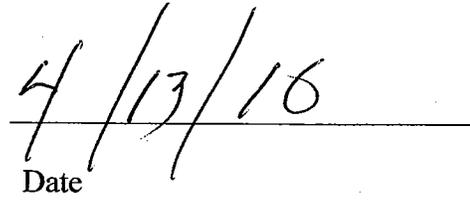
December 31, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

Sgt. Jaclyn Marcazo, Grants Office



Director of Police



Date



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO Box 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

PAULA T. DOW
Attorney General

STEPHEN J. TAYLOR
Director

March 31, 2010

Chief of Police Thomas Comey
Jersey City Police Department
8 Erie Street
Jersey City, NJ 07302

Re: 2009 Body Armor Replacement Fund Program - Notice of Award

Dear Chief of Police Comey:

The New Jersey Division of Criminal Justice would like to inform you that your agency will receive \$22573.8 amount under the 2009 State Body Armor Replacement Fund Program. A check will be sent to your agency's Chief Financial Officer. This year's program revenue was significantly lower, as a result of the state's severe budget crisis. We will be opening the application process for the 2010 Body Armor Replacement Fund Program in early May and anticipate that the program revenue will be similar to past years.

This valuable program provides grant funds to eligible law enforcement agencies to support the purchase of lifesaving body armor vests for their officers. Grant funds should be used exclusively for the purchase of body armor to comply with a five-year replacement policy.

If you have any questions, please call the Program Development and Grants Section at (609) 292-1462.

Very truly yours,

Heddy Levine-Sabol, Chief
Program Development and Grants Section

c Ms. Donna Mauer, Chief Financial Officer



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

City Clerk File No. Res. 10-283

Agenda No. 10.K

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET-PROOF VEST PARTNERSHIP PROGRAM (2010) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

COUNCIL
the following resolution

Offered and moved adoption of

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the U.S. Department of Justice has recognized this danger; and

WHEREAS, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each vest purchased by the City of Jersey City; and

WHEREAS, the total award for the Bulletproof Vest Partnership (2010) will be determined after the review of our application; and

WHEREAS, the City of Jersey City wishes to apply for these funds distributed through the Bulletproof Vest Partnership Program to protect its Police Officers; and

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

1. The Jersey City Police Department is hereby authorized to apply for funds distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and
2. These funds will be used to provide personal body armor for sworn members of the Jersey City Police Department.

APPROVED: Samuel J. Florman
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET PROOF VEST PARTNERSHIP PROGRAM (2009) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

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

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

To fund the Jersey City Police Department with the financial support from the U.S. Department of Justice's Bulletproof Vest Partnership Program to purchase body armor.

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

There is a need to replace police officers' body armor every five years.

5. Anticipated Benefits to the Community:

Equipping police officers with body armor increases officer safety and saves lives while serving the community.

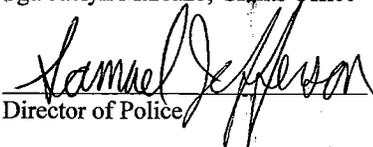
6. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

The program will reimburse 50% of the City's purchases of body armor. The remaining 50% will be funded through the State's Body Armor Replacement Program. Permission has been authorized by both Federal and State Grantors to do so. Total award for BVP 2010 will be determined upon the review of this application.

7. Date Proposed Program or Project will Commence: April 1, 2010

8. Anticipated Completion Date: September 30, 2012

9. Person Responsible for Coordinating Proposed Program/Project:
Sgt. Jaclyn Marcazo, Grants Office


Director of Police


Date



**JERSEY CITY POLICE DEPARTMENT
PLANNING AND RESEARCH BUREAU**

8 ERIE STREET
JERSEY CITY, NEW JERSEY 07302
201-547-4736/4310 FAX 201-547-5632

TO: Donna Mauer, CFO
Budget Office

FROM: Sgt. Jaclyn Marcazo 

DATE: April 28, 2010

SUBJECT: Resolution to Apply for the Bullet Proof Vest Partnership Program

Attached you will find a resolution to apply for the Bullet Proof Vest Partnership Program to be reviewed by the next Council Meeting. The total award is to be determined by the Bureau of Justice Assistance after they review our application. There is a 50% match for this grant, but the JCPD will utilize the State's Body Armor Replacement Program to cover the additional 50%. The Federal and State Grantors approve using both grants to cover half the costs exclusively for body armor.

The application deadline is June 1, 2010.

From: "BVP" <bvp@usdoj.gov>
To: "2010_Awd_Announcement" <2010_Awd_Announcement@rigel.ojp.usdoj.gov>
Date: 4/21/2010 5:35 AM
Subject: Bulletproof Vest Partnership FY 2010 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2010 BVP application funding period.

Applications for FY 2010 BVP funds will be accepted beginning Tuesday, April 20, 2010. All applications must be submitted online at <http://www.ojp.usdoj.gov/bvpbasi/> by 6:00 pm (Eastern Time), Tuesday, June 1, 2010.

Important Information Regarding FY 2010 BVP Funds Use:

1. FY 2010 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2010.
2. Each vest purchased with FY 2010 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered.
3. To draw down FY 2010 BVP funds, vests must be received and the request for payment submitted to the BVP system by September 30, 2012.

To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2010 BVP funds:

1. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most

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

City Clerk File No. Res. 10-284
 Agenda No. 10.1
 Approved: MAY 12 2010
 TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDING FROM THE STATE OF NEW JERSEY OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE FY 2010 SAFE AND SECURE COMMUNITIES PROGRAM CONTINUATION FUNDING

COUNCIL
 the following resolution.

Offered and moved adoption of

WHEREAS, the Jersey City Police department desires to apply for continued funding for the FY 2010 Safe and Secure Communities Grant Program in the amount of \$200,000; and

WHEREAS, these grant funds will be used to absorb some of the cost for 8 police officers salaries; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Jersey City Police Department for the purpose described in the grant application; and

WHEREAS, the project requires that the Jersey City Police Department absorb matching cost for all fringe benefits, other related costs, and any project expenses above the grant award and;

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City authorizes the submission of the grant application for the Statewide Safe and Secure Communities Grant Program and;

- (1) As a matter of public policy the Jersey City Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
- (2) The Attorney General will receive funds on behalf of the applicant.
- (3) The Division of Criminal Justice shall be responsible for the receipt and review of the application for said funds.
- (4) The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.

APPROVED: Samuel Jefferson
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0
5/12/10

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

Date Submitted _____

ORDINANCE/RESOLUTION FACT SHEET

Full Title of Resolution:

Resolution Authorizing The Jersey City Police Department To Apply For Funding From The State Of New Jersey Office Of The Attorney General Department Of Law And Public Safety Division Of Criminal Justice FY 2010 Safe And Secure Communities Program Continuation Funding

1. **Name and Title of Person Initiating the Resolution:** Samuel Jefferson, Director of the Jersey City Police Department

Concise Description of the Proposed Program, Project, or Plan: Safe and Secure Communities Grant Program provides continuation of funding to the Jersey City Police Department to exclusively pay a portion of eight (8) police officer salaries.

2.

3. **Anticipated Community Benefits or Assessment of Departmental Need:**
Will enhance the level of community policing provided to the residents in the City of Jersey City.

4. **Cost of Proposed Program or Project:**
\$200,000.00

5. **Date Proposed Program or Project will commence:** January 1, 2010

6. **Anticipated Completion Date:** December 31, 2010

I Certify that all the Facts Presented Herein are Accurate.

Division Director Signature

Samuel Jefferson

Department Director Signature

Date

4 / 14 / 10

Date

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

City Clerk File No. Res. 10-285

Agenda No. 10.M

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO SUBMIT A GRANT APPLICATION TO THE USA SWIMMING FOUNDATION AND ACCEPT FUNDING FROM THE USA SWIMMING FOUNDATION FOR THE MAKE A SPLASH AND LEARN TO SWIM PROGRAMS

COUNCIL
following resolution:

Offered and moved the adoption of the

- WHEREAS,** the City of Jersey City Department of Recreation desires to submit a grant application to the USA Swimming Foundation grant program; and
- WHEREAS,** the USA Swimming Foundation grant will aid the Department of Recreation in expanding and delivering recreational programs for Eighteen Hundred (1800) + school age youths (6 years to 17 years of age); and
- WHEREAS,** the Department of Recreation will conduct Make a Splash Water Safety and Learn to Swim Program effective July 1, 2010 through June 30, 2011; and
- WHEREAS,** the USA Swimming Foundation has specifically targeted inner-city school age children in the following cities: Asbury Park, Bayonne, Jersey City, Newark, and Plainfield; and
- WHEREAS,** the programs encourage sport and fitness as a way to keep children involved in positive activities and encourage them to lead healthy lifestyles; and
- WHEREAS,** there is no requirement of matching funds for the operation of the Make a Splash and Learn to Swim Program by the City of Jersey City;

TITLE:

RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO SUBMIT A GRANT APPLICATION TO THE USA SWIMMING FOUNDATION AND ACCEPT FUNDING FROM THE USA SWIMMING FOUNDATION FOR THE MAKE A SPLASH AND LEARN TO SWIM PROGRAMS

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

- 1. The Department of Recreation is hereby authorized to submit an application to the USA Swimming Foundation.
- 2. The Department of Recreation shall accept funding from the USA Swimming Foundation for the Make a Splash Water Safety and Learn to Swim Program.
- 3. The Mayor and or Business Administrator are hereby authorized to execute grant contract/agreement on behalf of the City as required.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

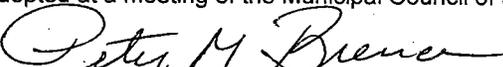
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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 FACT SHEET

1. Full Title of Legislation:

Resolution Authorizing the Department of Recreation to submit a grant application to the USA Swimming Foundation and accept funding from the USA Swimming Foundation for the Make A Splash AND Learn To Swim Programs

2. Names, Titles and Phone Number of Persons Initiating the Resolution:

Joseph Macchi, Director Department of Recreation - 201-547-4573.

3. Description of the program, project, plan, purchase, etc.

Funding to provide Water safety and Swimming lessons to school ages children

4. Anticipated community benefits or assessments or departmental need

The community as a whole benefits by teaching water safety and swimming to children thereby teaching children how to make healthy choices.

5. Cost of proposed programs or purchase:

The is no cost to the City for this program

6. If contract, project or plan, date of commencement:

July 1, 2010

7. Anticipated completion of purchase date:

June 30, 2011

I certify that the facts presented herein are accurate

Signature of Division Director

Date

J Macchi

Signature of Department Director

4-28-10

Date

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

City Clerk File No. Res. 10-286
 Agenda No. 10.N
 Approved: MAY 12 2010
 TITLE: _____



**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
 AWARD A CONTRACT FOR PROPERTY REVALUATION SERVICES**

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

WHEREAS, the City of Jersey City (City) desires to award a contract for property revaluation services; and

WHEREAS, the last property revaluation was conducted in 1988; and

WHEREAS, a revaluation is necessary to ensure a fair and equitable redistribution of the City's tax levy so all property owners are shouldering their fair share of the City's tax burden; and

WHEREAS, N.J.S.A. 40A:11-4.1(k) authorizes the City to use competitive contracting to award a contract for "the operation, management, or administration of other services with the approval of the Director of the Division of Local Government Services"; and

WHEREAS, the Director of the Division of Local Government Services has given his approval to use competitive contracting to award a contract for property revaluation services; and

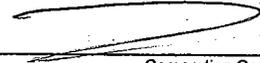
WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq;

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq is authorized for awarding a contract conduct for property revaluation services.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

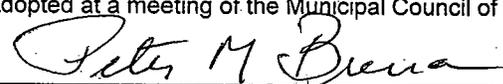
**APPROVED 7-1
 5/12/10**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-287
 Agenda No. 10.0
 Approved: MAY 12 2010
 TITLE: _____



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT TO PURCHASE OR LICENSE COMPUTER AIDED MASS APPRAISAL (CAMA) SOFTWARE FOR THE OFFICE OF THE TAX ASSESSOR

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the Tax Assessor is responsible for maintaining the City's property records for purposes of taxation; and

WHEREAS, the Tax Assessor is beginning the process of a citywide property revaluation; and

WHEREAS, after the completion of the revaluation, it will be necessary to maintain the updated property records using computer aided mass appraisal (CAMA) software; and

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award a contract for the purchase or licensing of proprietary computer software for contracting unit purposes; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to purchase or license computer aided mass appraisal (CAMA) software.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-288

Agenda No. 10.P

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWMAN SUPPLY, FOR FURNISHING AND DELIVERING AMMUNITION 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 **Ammunition** 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 Seven Thousand, Nine Hundred Twenty (\$37,920.00 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. 01-201-25-240-218	P.O. No. 99772	Amount \$37,920.00
------------------------------------	-----------------------	---------------------------

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)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWYERS SUPPLY FOR FURNISHING AND DELIVERING AMMUNITION, 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. 01-201-25-240-218

Police Dept.
Acct. No. 01-201-25-240-218 P.O. No. 99772 Amount \$37,920.00

Peter Folgado, Acting City Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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: LAW MEN 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: April 28, 2010

For Office Use Only:
20100428121013555



CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO. 34026

FROM: M.Peselli

PURCHASE ORDER NO. 97325

APPROVED:

REQUISITION NO. R

ORIGINAL AMOUNT \$ 124,000.00

DEPT./DIV. ADM/IT

BUD.YR: FUND: 01 G/L NO: 201

DATE: 04/26/10

CAFR: 31 SUB LDGR: 435 OBJ: 619

VENDOR NAME: Verizon

VENDOR NO: VE570301

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 124,000.00 INCREASE BY \$ 150,000.00

IT SHOULD BE \$ 274,000.00 DECREASE BY \$

BUD.YR. FUND: G/L NO. IS WRONG

IT SHOULD BE BUD.YR. FUND: G/L NO.

CAFR: SUB LDGR: OBJ: IS WRONG

IT SHOULD BE CAFR: SUB LDGR: OBJ:

VENDOR NUMBER IS WRONG: IT SHOULD BE

VENDOR NAME IS WRONG:

IT SHOULD BE

VENDOR ADDRESS IS WRONG:

IT SHOULD BE

SHIPPING CHARGE IS WRONG: \$ IT SHOULD BE: \$

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

BUYER'S REMARKS:

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

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

City Clerk File No. Res. 10-299
 Agenda No. 10.R
 Approved: MAY 12 2010
 TITLE:



**AMENDING RESOLUTION TO 09-665;
 AN AGREEMENT WITH VERIZON**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, additional funding is necessary to fund the monthly charges for data circuits provided by **VERIZON**; and

WHEREAS, **VERIZON**, the original contractor, has agreed to deliver the required services in accordance with its original contract and according to the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$175,000.00, bringing the total contract amount to \$350,000.00.

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

1. The Mayor and/or Business Administrator be authorized to amend the contract with **VERIZON** increasing the dollar amount by \$175,000.00 to a contract total of \$350,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-621** for payment of the above Resolution.

Administration Department
Account No. : 01-201-31-435-621 P.O. # 97389 Amt.\$350,000.00

APPROVED: [Signature] 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											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Peter M. Brennan Peter M. Brennan, President of Council Robert Byrne Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-300

Agenda No. 10.S

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT.

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

WHEREAS, in 1970 Jersey City and eleven other municipalities in Hudson County formed the Hudson Regional Health Commission (HRHC) to control air-pollution within Hudson County; and

WHEREAS, the HRHC has filed a proposal with the Jersey City Health Officer to expand its services to include a broad range of environmental health services; and

WHEREAS, these services conform to regulations issued by the New Jersey Department of Environmental Protection under the authority of the County Environmental Health Act, N.J.S.A. 26:3A2-21 et seq.; and

WHEREAS, the Jersey City Health Officer recommends that the City of Jersey City approve the HRHC's proposal to provide additional environmental health services in Jersey City for calendar year 2010 in the amount of eighty-seven thousand nine hundred forty-four (\$87,944.00) dollars; and

WHEREAS, Hudson Regional Health Commission does provide the following services and activities for the City of Jersey city:

- I. Air Pollution Control: Includes enforcement of state and local codes and response to citizen complaint and air emergencies.
- II. Noise Control Program Includes enforcement of the state model noise control code.
- III. Hazardous Substance Control/ Emergency -Response Program Includes field investigation and inspection of underground tank systems.
- IV. Water Pollution Control Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- V. Solid Waste Control Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- VI. Right-To-Know Program Enforces County Right-To-Know Program for industrial buildings in Jersey City.

WHEREAS, the sum of five thousand (\$5,000.00) is available in account #01-201-27-331-314 and the remaining eighty-two thousand nine hundred forty-four (\$82,944.00) will be made available in the FY 2010 and 2011 temporary and/or permanent budgets; and

Agenda No. Res. 10-300

Approved 10.5 MAY 12 2010

TITLE:

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT.

NOW, THEREFORE, BE IT RESOLVED, that the HRHC be authorized to

1. Provide environmental health services in Jersey City in accordance with a proposal filed with the Jersey City Health Officer; provided, however, that HRHC shall not provide any services in Jersey City unless.
 - (a) the Jersey City Health Office approves the provision of such service; and
 - (b) the City Council appropriates the necessary funds to pay for the cost of such service; and
2. Adopt, amend and enforce appropriate environmental regulations in Jersey City; and
3. Prepare an annual budget proposal and distribute residual program costs among municipalities; and
4. The City of Jersey City may withdraw its approval of the program authorized by this resolution upon one year's notice to the commission delivered ninety days prior to the commencement of the fiscal year of the commission.

I, *Donna Mauer*, Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in Account No.01-201-27-331-314. **PO#98865**

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-301

Agenda No. 10.T

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA TO PROVIDE RESOURCES FOR NEW VOIP PHONE SYSTEM FOR THE MUNICIPAL COURT UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **VOIP Phone System** for the Department of Administration/ Division of 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, **Dimension Data US, 100 Motor Parkway, Suite 158, Happaug, New York 11788** being in possession of **State Contract Number A73979**, will deliver to the City of Jersey City, Installation of a Cisco VOIP Phone System in the Total Amount of **Eighty One Thousand, Nine Hundred Ten Dollars and Thirty Two (\$81,910.32) Cents**; and;

WHEREAS, the Acting City Purchasing Director has certified that he considers said amount 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	99773	A73979	\$ 81,910.32

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

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA TO PROVIDE RESOURCES FOR A NEW VOIP PHONE SYSTEM FOR THE MUNICIPAL COURT UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF INFORMATION TECHNOLOGY

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	99773	A73979	\$ 81,910.32

Peter Folgado
Peter Folgado, Acting Purchasing Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Donna Mauer

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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: DIMENSION DATA NORTH AMERICA, INC.
Trade Name:
Address: 11006 RUSHMORE DR. STE 300
CHARLOTTE, NC 28277
Certificate Number: 0108615
Effective Date: November 09, 2000
Date of Issuance: August 12, 2009

For Office Use Only:
20090812155822843

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
DIMENSION DATA VS II INC.	11006 RUSHMORE DR. SUITE 300 CHARLOTTE NC 28277

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: Dimension Data North America Inc
 Signed: [Signature] Title: SVP/OC
 Print Name: MARK S KRISTIANSON Date: 8/12/09

Subscribed and sworn before me this 10 day of August, 2009
 My Commission expires: 7/30/2010

[Signature]
[Signature] (Affiant)
[Signature] Notary Public
 (Print name & title of affiant) (Corporate Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dimension Data North America 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 Dimension Data North America 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: Dimension Data North America Inc.

Signed: [Signature] Title: SVP + GC

Print Name: Mark S Krustman Date: 8/10/09

Subscribed and sworn before me
this 10th day of August, 2009
My Commission expires: 7/30/2010

[Signature]
Karin M. [Name], Notary Public
(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.

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

I certify that I am Russell J. Schiff, Vice President
of the firm of Dimension Data

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

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

(Signature of respondent) Russell J Schiff

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 31 - JANUARY OF 2007

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF STATE OF NEW YORK
MY COMMISSION EXPIRES: ~~20~~ 6 - JUNE - 2010

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

VALERIE MACCONE
Notary Public, State of New York
No. 4861415
Qualified in Nassau County
Commission Expires June 9, 2010

Valerie Maccone

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
<i>DIMENSION DATA (US) II, INC.</i>	<i>11006 Rushmore Drive, Suite 300 Charlotte, NC 28277</i>	<i>100%</i>

SIGNATURE: *M. S. / Kt*

TITLE: *SVP + General Counsel*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY *30th of January* OF 20*07*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF *Alamy Phelan*
MY COMMISSION EXPIRES: *2012 Aug 31*

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

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: Dimension Data

Address: One Penn Plaza, Suite 1600 NY NY 10119

Telephone No.: 212-613-2980

Contact Name: Carmela Gregorio

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

Business Name: Dimension Data

Address: One Penn Plaza Suite 1600 NY NY 10119

Telephone No.: 212-613-2480

Contact Name: CARME LA GREGORIO

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

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

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302inc.pdf

SECTION A - COMPANY IDENTIFICATION

1. FED. AID OR SOCIAL SECURITY: **13-2564344**

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **706**

4. COMPANY NAME: **DIMENSION DATA**

5. STREET: **ONE PENN PLAZA** CITY: **NEW YORK** COUNTY: **NY** STATE: **NY** ZIP CODE: **10119**

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

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

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: **2**

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: **706**

10. PUBLIC AGENCY AWARDED CONTRACT: **City of Jersey City** CITY: **Jersey City** COUNTY: **NJ** STATE: **NJ** ZIP CODE: **07306**

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 the racial/ethnic minority categories, in columns 1, 2, & 7. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	NUMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	NUMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	90	73	17	1	4	-	3	65	1	-	1	-	15
Professionals	327	272	55	13	12	1	23	223	4	3	1	7	40
Technicians	51	46	5	8	7	-	4	27	2	-	-	1	2
Sales Workers	134	103	31	2	4	-	-	97	1	2	-	1	27
Office & Clerical	79	24	55	4	2	-	1	17	11	-	-	1	43
Craftsmen (Skilled)	-	-	-	-	-	-	-	-	-	-	-	-	-
Operatives (Semi-skilled)	-	-	-	-	-	-	-	-	-	-	-	-	-
Laborers (Unskilled)	-	-	-	-	-	-	-	-	-	-	-	-	-
Service Workers	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	681	518	163	28	29	1	31	429	19	5	2	10	127
Total employees from previous report (if any)													
Temporary & Part-time Employees	The data below shall NOT be included in the figures for the appropriate categories above:												
	25	16	9	-	-	-	1	15	1	-	-	-	8

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Your Survey 2. Employment Record 3. Other (Specify)

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

15. IF NOT, DATE LAST REPORT SUBMITTED: _____ MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED
 From: **1/1/07** To: **1/20/07**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Dionne Brooks** SIGNATURE: *Dionne Brooks* TITLE: **HRIS Manager** DATE: **1/30/07**

17. ADDRESS (No. & Street): **135 NEWBURY ST** CITY: **FRAMINGHAM** COUNTY: STATE: ZIP CODE: **MA-01701** PHONE (AREA CODE, NO. EXTENSION):

508-808-0367

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

City Clerk File No. Res. 10-302

Agenda No. 10.U

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its February 14, 2007 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and The Goldstein Partnership; and

WHEREAS, this contract was increased via Change Order by the sum of \$15,500.00 for surveying of additional property acquired by the owner for this project on May 30, 2007; and

WHEREAS, the Municipal Council of the City of Jersey City at its February 13, 2008 meeting did authorize an amendment to the aforementioned contract to include additional services, which were not part of the original contract. Specifically regarding the information technology infrastructure and communications systems within the building, and for integration with the new Public Safety Communications Center and the addition of a basement level be created to provide additional growth space for future programs. Expanded LEED Consulting Services were requested in order to meet the objectives of the Mayor's Policy on Sustainable (Green) Building Design for the sum of \$223,250.00 bringing the overall base contract amount to \$745,750; and

WHEREAS, the Jersey City Police Department formally requested additional outfitting of the basement level to provide for departmental needs; and

WHEREAS, the City, in its continuing obligation by ordinance to design and construct sustainable structures in accordance with the United States Green Building Council (USGBC), requires commissioning and coordination services by an independent consultant; and

WHEREAS, changes in the LEED Program since 2007 necessitate additional upgrades in design in order to attain LEED design and construction points; and

WHEREAS, major delays in construction have been attributed to:

- Extended review by construction & regulatory agencies
- Extended review by City consultants and end users
- Extended bidding and award due to the withdrawal of the first awarded bidder

WHEREAS, these additional services represent a change in the scope of work, and are necessary in order to provide the aforementioned requirements for the new building, and

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

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **ONE HUNDRED TEN THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS AND 35/100 (\$110,842.35)** bringing the overall base contract amount to **EIGHT HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND 35/100 (\$856,592.35)**

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

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	85349	\$110,842.35

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

1. a. The agreement with The Goldstein Partnership is amended to increase the fee by an additional **\$110,842.35**; and
d. All other terms and conditions of the agreement shall remain in effect; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This Agreement shall be subject to the condition that Goldstein Architect provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

ab
April 22, 2010

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											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

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

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

Additional design and contract administration services for the new West District Police Precinct, per Owner request, and to satisfy comments from various agencies.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Design changes will provide for greater flexibility of use by the JCPD, offer the community better utilization of the building, and benefit of a more enhanced sustainable design.

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

The funds for this increase are available in account number will be 04-215-55-838-990 in the amount of **ONE HUNDRED TEN THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS AND 35/100 (\$110,842.35)** bringing the overall base contract amount to **EIGHT HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND 35/100 (\$856,592.35)**; and

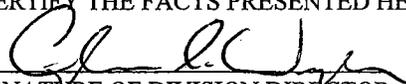
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

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

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Upon completion of construction project (about 14 months) from date of construction award.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

4-29-10
DATE

SIGNATURE OF DEPARTMENT DIRECTOR

DATE

CITY OF JERSEY CITY MAY 13 AM 9:53
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : April 29, 2010
TO : Jeana Abuan, Affirmative Action Officer, Public Agency Compliance Officer
FROM : Glenn A. Wrigley, A.I.A., Chief Architect *gw*
SUBJECT : West District Police Precinct
Project No. 2007-002
Re: The Goldstein Partnership

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

If you have any questions, please do not hesitate to call.

ab

c: Peter Folgado, Acting Director, Division of Purchasing

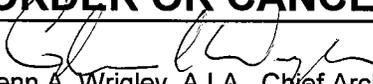


CITY OF JERSEY CITY

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM:  Glenn A. Wrigley, A.I.A., Chief Architect	PURCHASE ORDER NO. 85349
APPROVED:	REQUISITION NO. 0132591
	ORIGINAL AMOUNT \$507,000.00
DEPT./DIV. Administration/Architecture	BUD. YEAR: 07 FUND: 04 G/L NO: 215
DATE: April 22, 2010	CAFR: 55 SUB LDGR: 838 OBJ: 990
VENDOR NAME: The Goldstein Partnership	VENDOR NO. GO237840

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 745,750.00 INCREASE BY \$ 110,842.35
IT SHOULD BE \$ 856,592.35 DECREASE BY \$ _____

BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____

CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____

VENDOR NUMBER IS WRONG: _____ **LGFS BATCH NO.**
IT SHOULD BE _____

VENDOR NAME IS WRONG: _____
IT SHOULD BE _____

VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____

SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

West District Police Precinct - Project No. 2007-002. Additional changes made to the Scope of Work, see attached amending resolution and correspondence in this regard.

BUYER: _____
REMARKS: _____

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY



CITY OF JERSEY CITY

1 JOURNAL SQUARE
JERSEY CITY NJ 07306

2/20/07

PURCHASE ORDER NUMBER

85349

PURCHASE ORDER & VOUCHER

REQUISITION # 0132591

BUYER PROFSRVC

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 01/11/2007
VENDOR NO: GO237840

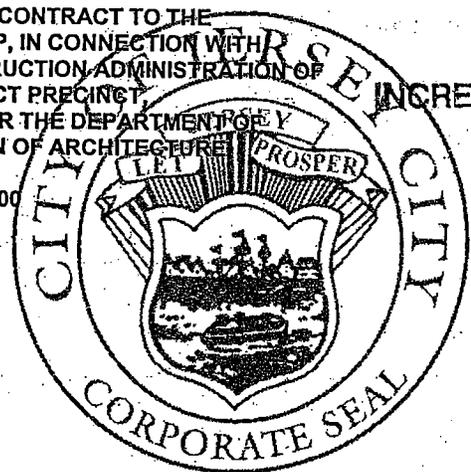
VENDOR INFORMATION

ELIOT W GOLDSTEIN
THE GOLDSTEIN PARTNERSHIP
67-71 EAST WILLOW AVENUE
MILLBURN NJ 07041

DELIVER TO

ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	COUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	WEST DISTRICT JCPD - NEW WEST DISTRICT PRECINCT PROJECT NO. 2007-002 RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF JCPD - NEW WEST DISTRICT PRECINCT PROJECT NO. 2007-002, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE NOT TO EXCEED: 507,000.00	04-215-55-388-990	507,000.0000	507,000.00 452,500.00 \$ 745,750.00
		INCREASED BY:		\$ 15,500.00	
				\$ 223,250.00	



30324 - 29679

RECEIVED
2008 MAR 25 AM 8:45
DIVISION OF ARCHITECTURE

TAX EXEMPTION NO. 22-6002013

PO Total 507,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

COPY

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

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

City Clerk File No. Rés. 08-089

Agenda No. 10.P

Approved: FEB 13 2008

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its February 14, 2007 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and The Goldstein Partnership; and

WHEREAS, the J.C.P.D. has specific requirements for information technology infrastructure and communications systems within the building, and for integration with the new Public safety Communications Center; and

WHEREAS, the J.C.P.D. and the Administration has requested that a basement level be created to provide additional growth space for future programs; and

WHEREAS, expanded LEED Consulting Services were requested in order to meet the objectives of the Mayor's Policy on Sustainable (Green) Building Design; and

WHEREAS, these additional services represent a change in the scope of work, and are necessary in order to provide the aforementioned requirements for the new building, and

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

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$223,250.00)** bringing the overall base contract amount to **SEVEN HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$745,750.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-388-990	85349	\$223,250.00

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

1. a. The agreement with The Goldstein Partnership is amended to increase the fee by an additional **\$223,250.00**; and
b. All other terms and conditions of the agreement shall remain in effect; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

COPY

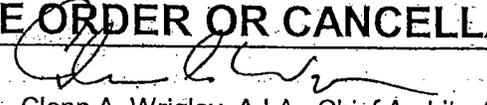


CITY OF JERSEY CITY

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO. 30324

FROM:  Glenn A. Wrigley, A.I.A., Chief Architect	PURCHASE ORDER NO. 85349
APPROVED:	REQUISITION NO. 0132591
	ORIGINAL AMOUNT \$507,000.00
DEPT./DIV. Administration/Architecture	BUD. YEAR: 07 FUND: 04 G/L NO: 215
DATE: December 4, 2007	CAFR: 55 SUB LDGR: 388 OBJ: 990
VENDOR NAME: The Goldstein Partnership	VENDOR NO. GO237840

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 522,500.00 INCREASE BY \$ 223,250.00
IT SHOULD BE \$ 745,750.00 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

LGFS BATCH NO. AD1203

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

West District Police Precinct - Project No. 2007-002, Changes made to the Scope of Work by the J.C.P.D. and the Administration, see attached amending resolution in the regard.

DEC 06 2007

12/5/07 Please See Attached Res. P

BUYER: _____
REMARKS: _____

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

(FORM - COF9 REV. 09/06/05)

COPY



CITY OF JERSEY CITY

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO. 29679 1

FROM: <i>[Signature]</i> Glenn A. Wrigley, AIA, Chief Architect	PURCHASE ORDER NO. 85349
APPROVED: <i>[Signature]</i>	REQUISITION NO. 0132591
	ORIGINAL AMOUNT \$507,000.00
DEPT./DIV. Administration/Architecture	BUD. YEAR: 07 FUND: 04 G/L NO: 215
DATE: May 30, 2007	CAFR: 55 SUB LDGR: 388 OBJ: 990
VENDOR NAME: The Goldstein Partnership	VENDOR NO. GO237840

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 507,000.00 INCREASE BY \$ 15,500.00
IT SHOULD BE \$ 522,500.00 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____ LGFS BATCH NO. PW0611
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

West District Police Precinct - Project No. 2007-002, 1. Additional services requested by Owner to include surveying of property acquired by Owner, per Scope of Work by the Division of Architecture: \$15,000.00; and 2. Error on Resolution approved by Council, whereby proposal from the Goldstein Partnership was actually \$507,500.00 for a total increase of \$15,500.00.

BUYER: _____
REMARKS: _____

[Signature]
PETER FOLGADO
ACTING PURCHASING DIRECTOR

RECEIVED
2007 JUN 11 11:40
DIVISION OF ARCHITECTURE

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

COPY

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

Non Construction Contracts

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

"New Jersey Business Registration Requirements"

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

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

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

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

RECEIVED
Clerk of Superior Court
APR 22 2010 10:50

09/29/08

Taxpayer Identification# 221-994-946/000



Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

GOLDSTEIN JAMES

TRADE NAME:

THE GOLDSTEIN PARTNERSHIP

ADDRESS:

515 VALLEY STREET STE 110
MAPLEWOOD NJ 07040

SEQUENCE NUMBER:

0098260

EFFECTIVE DATE:

04/01/73

ISSUANCE DATE:

09/29/08

Director
New Jersey Division of Revenue

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:

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

Eliot W. Goldstein, AIA, Managing Partner

Representative's Signature: _____

Name of Company: The Goldstein Partnership

Tel. No.: (973) 761-4550

Date: 04/27/2010

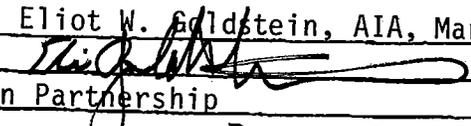
**APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): Eliot W. Goldstein, AIA, Managing Partner
Representative's Signature: 
Name of Company: The Goldstein Partnership
Tel. No.: (973) 761-4550 **Date:** 04/27/2010

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 : The Goldstein Partnership

Address : 515 Valley St., Suite 110, Maplewood, NJ 07040

Telephone No. : (973) 761-4550

Contact Name : Eliot W. Goldstein, AIA, Managing Partner

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 : The Goldstein Partnership
Address : 515 Valley St., Suite 110, Maplewood, NJ 07040
Telephone No. : (973) 761-4550
Contact Name : Eliot W. Goldstein, AIA, Managing Partner

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

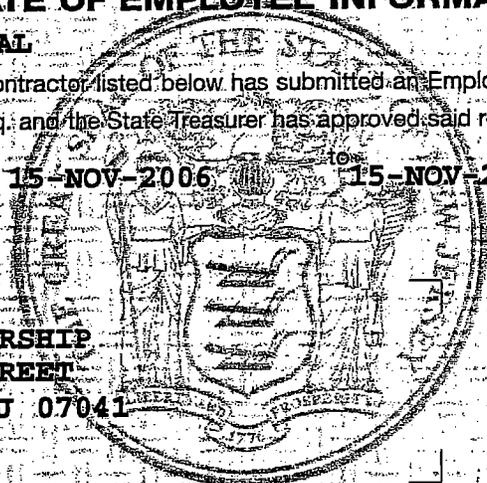
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 12953

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2006** to **15-NOV-2013**



THE GOLDSTEIN PARTNERSHIP
67-71 EAST WILLOW STREET
MILLBURN NJ 07041

Michael Was
Acting State Treasurer

**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 The Goldstein Partnership (name of business entity) has not made any reportable contributions in the ****one-year period** preceding April 27, 2010 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Goldstein Partnership (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

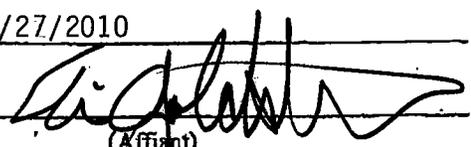
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Goldstein Partnership

Signed  Title: Managing Partner

Print Name: Eliot W. Goldstein Date: 04/27/2010

Subscribed and sworn before me
this 27 day of April, 2010.
My Commission expires:


(Affiant)
Eliot W. Goldstein, Managing Partner
(Print name & title of affiant) (Corporate Seal)

LYVETTE GORDON
Notary Public of New Jersey
My Comm. Expires 10/16/2011



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

City Clerk File No. Ord. 08-128
 Agenda No. INITIATIVE PETITION 1st Reading
 Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE **08-128**

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

Continuation of City Ordinance 08-128, page 2

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

Continuation of City Ordinance 08-128, page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
 Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
 Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
 Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
 Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: 4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON	AARON MORRILL	JAMES CARROLL	N.V.-Not Voting (Abstain)
BRET SCHUNDLER	RAYLIE YUNKEL	SEBASTIAN BERNHEIM	
STEVE DAVIDSON	TOM GIBBONS	HEATHER TAYLOR	
TDM WILEN	SHELEBY SKINNER	DANIEL LEVIN	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON	YVONNE BALCER	N.V.-Not Voting (Abstain)
ANTHONY MORELLI		
ANDREW HUBSCH		
MAHALEY BOWLES		

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

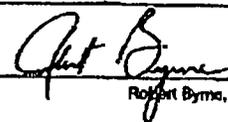
✓ Indicates Vote

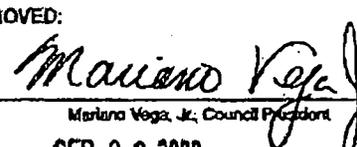
N.V.-Not Voting (Abstain)

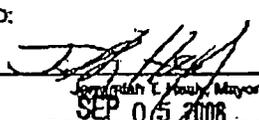
Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on SEP 0 8 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008


Robert Byrne, City Clerk

APPROVED:

Mariano Vega, Jr., Council President
Date: SEP 0 8 2008

APPROVED:

Joseph P. Morelli, Mayor
Date: SEP 0 5 2008
Date to Mayor: SEP 0 4 2008

*Amendment(s):

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

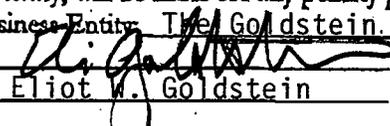
- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Eliot W. Goldstein	570 Overhill Rd., South Orange, NJ 07079

Part 3 - Signature and Attestation:

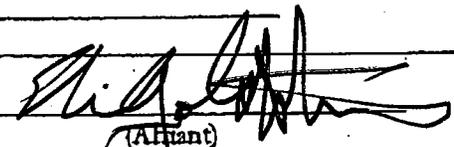
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Goldstein Partnership

Signed:  Title: Managing Partner

Print Name: Eliot W. Goldstein Date: 04/27/2010

Subscribed and sworn before me this 27 day of April, 2010.
 LYVETTE GORDON
 Notary Public of New Jersey
 My Commission expires: 10/16/2011


 (Affiant)
Eliot W. Goldstein, Managing Partner
 (Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 10-303

Agenda No. 10.V

Approved: MAY 12 2010



TITLE:
RESOLUTION ENDORSING PPG'S TREATMENT WORKS APPROVAL APPLICATION FOR PPG SITE 114, 880-900 GARFIELD AVENUE, BLOCKS 2026.1, 2026.1, LOTS 1 & 3A; 2A, 4A & 3B

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City, PPG, and the New Jersey Department of Environmental Protection (DEP) have entered into a settlement that calls for the remediation of chromium contamination at various sites throughout Jersey City, in which PPG has been identified as a responsible party;

WHEREAS, as part of the remediation process certain permits will have to be obtained by PPG from the DEP before work can commence;

WHEREAS, On April 15, 2010, AECOM, on behalf of PPG, sent an application for General Industrial Treatment Works Approval to the DEP for approval to utilize seven (7) 21,000-gallon holding tanks to collect groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles. This water will be disposed of off site at a rate greater than 8,000 gallons per day; and

WHEREAS, this application includes Statements of Consent Form WQM-003, the consent by the Governing Body is necessary to confirm that this project as proposed conforms with the requirements of all municipal ordinances.

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

1. The Treatment Works Approval Application submitted by AECOM, on behalf of PPG, to the DEP meets with the consent of the Governing Body of the City of Jersey City.

AV
 5/5/10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

2010074

Certification Required

Not Required

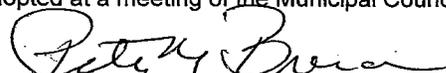
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/12/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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



AECOM
30 Knightsbridge Road
Piscataway, New Jersey
www.aecom.com

732 564 3600 tel
732 369 0122 fax

Aurelio

Petitions and Communications
6.x
Meeting 04/28/10

April 15, 2010

Via Registered Certified Mail

Robert Byrne, RMC, City Clerk
City of Jersey City
Office of the City Clerk
280 Grove Street
Jersey City, NJ 07302
Telephone: (201) 547-5150

RECEIVED
2010 APR 19 A 10: 17
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Subject: Request for Endorsement Treatment Works Approval Application
PPG Site 114, 880-900 Garfield Avenue
Blocks 2026.A; 2026.1, Lots 1 & 3A; 2A, 4A & 3B
Jersey City, Hudson County, New Jersey

Dear Mr. Byrne:

On behalf of PPG Industries, Inc., AECOM is requesting endorsement from the City of Jersey City of our application for a Treatment Works Approval (TWA) for the above referenced site. A copy of the TWA application and the State of New Jersey Department of Environmental Protection (NJDEP) Statements of Consent Form WQM-003 are included to assist you in your endorsement. Please provide your consent on the attached Form WQM0-003 at A-1 (Consent by Governing Body) and return to:

Hue Quan, P.E.
AECOM
30 Knightsbridge Road, Suite 520
Piscataway, NJ 08854

The completed Statement of Consent will be incorporated into the complete TWA permit application package and submitted to NJDEP.

Description of Proposed Treatment Works

The Treatment Works Application is being submitted as required for holding tanks used to store construction water that will be disposed of off-site at a rate greater than 8,000 gallons per day. Seven (7) 21,000-gallon tanks are proposed. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles).

The stored construction water will be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirite facility is located in York, Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility will be determined by the concentrations of pollutants, particularly hexavalent chromium, in the

To enhance and sustain the world's built, natural and social environments

dewater as determined via laboratory analysis. The concentrations are expected to fluctuate through the remediation period.

Written comments regarding the TWA application can be sent to the following address:

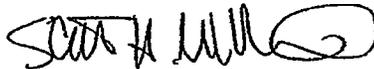
New Jersey Department of Environmental Protection
Bureau of Financing and Construction Permits
401 East State Street
3rd Floor West Wing
P.O. Box 425
Trenton, New Jersey 08625-0425

If you have any further questions or require additional information, please contact the undersigned.

Yours sincerely,



Hue Quan, P.E.
Project Engineer
Hue.Quan@aecom.com



Scott H. Mikaelian, P.E.
Program Manager
Scott.Mikaelian@aecom.com

Attachments: TWA Application and Form WQM0-003

To enhance and sustain the world's built, natural and social environments

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality

STATEMENTS OF CONSENT

A supplement to the TWA-1 or NJPDES-1 Forms

General Information

Applicant/Owner/Operator

Location of Work Site

Name of Project/Facility

Type of permit application
(TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable)

A-1 Consent By Governing Body

(Consent by the municipality in which the project is located.)

As an authorized representative of the governing body, I hereby certify that the

(Name of Municipality or Municipal Authority)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.

Signed * _____ Date

Type Name and Position

* Cite authorization to sign for the governing body

Resolution# Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

** Note

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.



AECOM
30 Knightsbridge Road
Piscataway, New Jersey
www.aecom.com

732 564 3600 tel
732 369 0122 fax

April 15, 2010

Via Registered Certified Mail

Mr. Nick Horiates
Supervisor, Bureau of Financing and Construction Permits
New Jersey Department of Environmental Protection
General Industrial TWA Processing
401 East State Street
3rd Floor West Wing
P.O. Box 425
Trenton, New Jersey 08625-0425
(609) 984-4429 (ph)

**Subject: Application for General Industrial Treatment Works Approval
PPG Site 114, 880-900 Garfield Avenue
Blocks 2026.A; 2026.1, Lots 1 & 3A; 2A, 4A & 3B
Jersey City, Hudson County, New Jersey**

Dear Mr. Horiates,

On behalf of PPG Industries, Inc., AECOM is submitting a General Industrial Treatment Works Approval application for proposed holding tanks to collect water from dewatering operations related to proposed remedial activities at 880-900 Garfield Avenue, Jersey City, New Jersey for your review and approval. The Treatment Works Approval application is being submitted as required for holding tanks used to store construction water that will be disposed of off-site at a rate greater than 8,000 gallons per day. Seven (7) 21,000-gallon tanks are proposed for the remediation project. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles). As work proceeds, it may become necessary to temporarily deploy additional frac tanks beyond the 7 proposed. Conditions such as heavy rainfall or finding additional trapped water below the ground surface may necessitate additional storage. Up to four additional tanks may be deployed; however, the drawings provided with this application only show the seven tanks proposed.

The stored construction water will be transported to one of three receiving facilities (DuPont, Envirote or Passaic Valley Sewerage Commission) via tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirote facility is located in York, Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility will be determined by the concentrations of pollutants, particularly hexavalent chromium, in the dewater as determined via laboratory analysis. The concentrations are expected to fluctuate through the remediation period.

Per our telephone discussion on March 16, 2010, the Engineer's Report Form WQM-006, Licensed Operator Grading Sheet Form DWR-175, Statement of Consent WQM-003 Sections A-2, A-3, B and C, and Construction Cost Estimate are not required as a part of this submittal.

The following items are included in the TWA application package:

1. Application Form TWA-1, signed and sealed;

2. Engineers Certification WFR-006GI along with Engineer's Abstract; signed and sealed by a New Jersey Licensed Professional Engineer;
3. Consent Form WQM-003 with copies of letter requesting consent by the municipality (Section A-1). The executed Form WQM-003 will be forwarded to the NJDEP upon receipt;
4. Application Review Fee made payable to "Treasurer, State of New Jersey" in the amount of \$850.00;
5. Copy of Letter for Public Notification addressed to the Municipal Planning Board;
6. Letter indicating no municipal or county environmental commission exists; signed and sealed by a New Jersey Licensed Professional Engineer;
7. Proof of contract with waste haulers;
8. USGS Quadrangle Map (Figure 1);
9. One set of manufacturers specifications of the proposed Baker tanks (holding tanks); and
10. One set of construction plans and specifications for the protection of tanks and piping and tanker truck hook up.

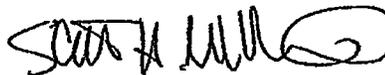
As mentioned, this application is required to temporarily store construction water related to remedial activities at the Site. Interim Remedial Work Plans have been recently submitted to NJDEP under a Judicial Consent Order (expedited schedule) and activities are anticipated to begin mid to late May 2010. Dewatering activities are anticipated to begin shortly thereafter in mid to late June 2010.

Your expedited review of this TWA modification application is, therefore, greatly appreciated. Upon consent of this TWA application, please provide AECOM with the approval letter from the Bureau of Financing and Construction Permits. If you have any questions or require additional information, please contact the undersigned.

Yours sincerely,



Hue Quan, P.E.
Project Engineer
Hue.Quan@aecom.com



Scott H. Mikaelian, P.E.
Program Manager
Scott.Mikaelian@aecom.com

cc: C. MacPhee, AECOM
B. McGuire, PPG
J. Sorge, JM Sorge on behalf of Hampshire Group
B. Delisle, JCRA

To enhance and sustain the world's built, natural and social environments

Administrative Checklist

**TREATMENT WORKS APPROVAL
CHECKLIST FOR ADMINISTRATIVE COMPLETENESS**

The submittal of an administratively complete Treatment Works Approval (TWA) application is essential for a quick and timely review. If the TWA application is not administratively complete at the time of submittal, the review of the application will be delayed. Therefore, please make sure that you have provided the items listed in N.J.A.C.7:14A-22.8(a). Below is a checklist that you may use.

- ❶ Original Application Form TWA-1, signed and sealed.
- NA ❷ Original Engineer's Report Form WQM-006, signed and sealed. (For All General Industrial TWAs, see [*] below.)
NOTE: Project specific Engineer's Report in lieu of the Form WQM-006 is required for Sewage Treatment Plants.
- ❸ Original completed Consent Form WQM-003.
NOTE: Resolutions authorizing appropriate signature from Municipalities and Sewerage Authorities (as applicable) on ALL submitted forms (TWA-1, WQM-003) are required.
- ❹ Application Review Fee, payable to "Treasurer, State of New Jersey, Environmental Services Fund". See Fee Schedule for fee calculation
NOTE: For General Industrial TWAs, the minimum Application Review Fee is required.
- NA ❺ A breakdown of the Construction Cost Estimate for the proposed sewerage facilities.
- ❻ Copies of Receipts of Public Notification from the Municipal Planning Board and the Municipal Environmental Commission.
NOTE: If the municipality does not have an Environmental Commission, a receipt from the County Environmental Commission must be obtained. If neither exists, then a letter stating such must be submitted.
- ❼ Copy of appropriate USGS Quadrangle Map with project site clearly delineated.
- ❽ One (1) set of Final Plans and Profiles signed and sealed by a New Jersey Licensed Professional Engineer on each sheet. Plans must be marked "FINAL" or "FINAL FOR SEWER DESIGN". Plans are to include standard details of sewerage appurtenances.
- ❾ One (1) set of Construction Specifications, signed and sealed by a New Jersey Licensed Professional Engineer.
- NA ❿ Copy of Sewer Connection Ban Exemption Approval, if the project is located in a ban area.

[*] For All General Industrial TWAs ONLY, the following additional items will be required:

- a) Completed Licensed Operator Grading Sheet Form DWR-175;
- b) An Engineer's Certification for General Industrial TWAs, signed and sealed by a New Jersey Licensed Professional Engineer; in accordance with N.J.A.C. 7:14A-22.6(a)3;
- c) An Engineer's Abstract containing, at a minimum, the following:
 - i. A description of waste treatment system;
 - ii. The ultimate destination of all wastewater and residuals;
 - iii. Listing of all pollutants, including regular and intermittent flows, which may enter the system;
 - iv. The average and peak flow requirements; and
 - v. The expected composition of effluent from the treatment system.
- d) For direct dischargers to surface or groundwater, or for indirect dischargers required to obtain a NJPDES/SIU permit from the Department, a copy of a valid NJPDES permit and/or a General NJPDES permit authorization.

Please submit application to
NJDEP, Division of Water Quality
Bureau of Financing and Construction Permits
401 East State Street, 3rd Floor West Wing
PO Box 425
Trenton, New Jersey 08625-0425
Attention - John Maselli (TWA Program)

TWA-1 Form

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality

TREATMENT WORKS APPROVAL PERMIT APPLICATION

—Refer to Instructions on Page 4 and Provide All Applicable Information. Please Print or Type.—

1. APPLICANT/OWNER*

Name Telephone
 Permanent Legal Address
 City or Town State Zip Code

* Applicant/Owner should be the eventual owner of the proposed Treatment Works.

2. LOCATION OF ACTIVITY

Name of Facility/Site
 Street Address/Location
 Lot No. Block No.
 City or Town State Zip Code
 Municipality County

3. NEW JERSEY LICENSED PROFESSIONAL ENGINEER

Name N.J. License No.
 Name of Firm, if employee
 Mailing Address
 City or Town State Zip Code
 Telephone Telefax

4. ESTIMATED CONSTRUCTION COST AND APPLICATION FEE

A. Cost of treatment works proposed in this application \$
 (attach a breakdown of the cost of all items related to the construction of the proposed treatment works)

B. Application Fee \$
 (in accordance with N.J.A.C. 7:14A-22.25 et seq., made payable to Treasurer, State of NJ, Environmental Services Fund)

5. OTHER REQUIRED PERMITS

If any of the following applications have been submitted for this project, provide the applicable information.

Permit Type	Application Status		Application Date (or Application No.)
	Pending (check one)	Approved*	
● Treatment Works Approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4/15/2010
● Exemption From Sewer Ban	<input type="checkbox"/>	<input type="checkbox"/>	
● Water Quality Management Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	
● CAFRA	<input type="checkbox"/>	<input type="checkbox"/>	
● Stream Encroachment	<input type="checkbox"/>	<input type="checkbox"/>	
● Freshwater Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	
● Tidal or Coastal Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	
● Waterfront Development	<input type="checkbox"/>	<input type="checkbox"/>	
● NJPDES (DSW, DGW or SIU)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e-file upon SESCO approval
● Pinelands Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
● Delaware & Raritan Canal Commission	<input type="checkbox"/>	<input type="checkbox"/>	
● Hackensack/Meadowlands Commission	<input type="checkbox"/>	<input type="checkbox"/>	
● Other Related Approvals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SESCP (Soil Erosion S 206-H-2313; resubmitted 3/19/2

(*: If any of the above applications were approved, please provide a copy of the approval with this application)

6. PROJECT DESCRIPTION (Brief Description of Proposed Treatment Works and Intended Use)

Installation of seven (7) Baker tanks (holding tanks) that are approximately 21,000 gallons in each.

The proposed holding tanks subject to the TWA will be used to temporarily store water from dewatering activities conducted during interim remedial activities (excavation). The stored construction dewater will be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via tanker. As work proceeds, it may become necessary to temporarily deploy additional frac tanks beyond the 7 proposed. Conditions such as heavy rainfall or finding additional trapped water below the ground surface may necessitate additional storage. Up to four additional tanks may be deployed; however, the drawings provided with this application only show the seven tanks proposed.

7. APPLICANT'S AGENT (Optional)

I, PPG Industries, Inc.
(Applicant/Owner's Name)

authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name Hue N. Quan Position Project Engineer
Address 30 Knightsbridge Road City Piscataway
State NJ Zip Code 08854 Telephone 732.564.3631

Hue N. Quan 4/1/2010 Mark E. Tenzel 3/31/2010
Signature of Agent Date Signature of Applicant/Owner Date

8. PROPERTY OWNER'S CERTIFICATION

I hereby certify that I, Jersey City Redevelopment Agency (JCRA)
(Property Owner's Name)

owns the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works.

[Signature] 4/3/10
Signature of Owner Date

Name Robert Antonicello Position Executive Director

9. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT

I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted.

Hue N. Quan
Signature of Engineer

Date 4/1/2010

Professional Engineer's

Name Hue N. Quan, PE

Embossed Seal

Position Project Engineer

7. APPLICANT'S AGENT (Optional)

I, PPG Industries, Inc.
(Applicant/Owner's Name)

authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name Hue N. Quan Position Project Engineer
Address 30 Knightsbridge Road City Piscataway
State NJ Zip Code 08854 Telephone 732.564.3631

[Signature] 4/1/2010 [Signature] 3/31/2010
Signature of Agent Date Signature of Applicant/Owner Date

8. PROPERTY OWNER'S CERTIFICATION

I hereby certify that I, 900 Garfield Ave. C/O Thomson Tax Acct.
(Property Owner's Name)

owns the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works.

[Signature] April 7, 2010
Signature of Owner Date

Name Chris Daggott - Robert T. Schmitt Position Senior Vice President

9. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT

I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted.

[Signature] 4/1/2010
Signature of Engineer Date

Professional Engineer's Name Hue N. Quan, PE

Embossed Seal Position Project Engineer

10. PROPER CONSTRUCTION AND OPERATION CLAUSE

I, the Applicant/Owner, PPG Industries, Inc., agree that the treatment works will be properly constructed and operated in accordance with the engineering plans, specifications and conditions under which approval is granted by the Department of Environmental Protection.

Mark E. Terril
Signature of Applicant/Owner

Date 3/31/2010

Name Mark Terril

Position Director Environmental Affairs

11. CERTIFICATION BY APPLICANT/OWNER

I certify, under penalty of law, that the information provided in this application and the attachments is true, accurate, and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate, or incomplete information, including fines and/or imprisonment.

Mark E. Terril
Signature of Applicant/Owner

Date 3/31/2010

Name Mark Terril

Position Director Environmental Affairs

INSTRUCTIONS FOR COMPLETING FORM TWA - 1

This form should accompany all Treatment Works Approval permit applications.

1. **General Information** - (items #1 through #4, #6) Complete the requested applicant and project information.
2. **Other Required Permits** (item # 5) - Please list all permits issued for the subject project (in addition to the permits being applied for at this time).
3. **Signatures** (items #7 through #11) - All signatures must comply with N.J.A.C. 7:14A-4.9 and N.J.A.C. 7:14A-22.8(c). Where indicated under items #1, #10 and #11, the applicant/owner should be the eventual owner of the proposed treatment works. Item #8 shall be completed by the owner of the property.

Should you need assistance in completing the application, please call the appropriate phone number listed below:

<ul style="list-style-type: none"> Bureau of Finance and Construction Permits (609) 984-1429 Municipal Treatment Works, Industrial Treatment Works, Sewer Extension, Sewer Bank Exemption, Subsurface Disposal Systems 	<ul style="list-style-type: none"> Bureau of Non-Point Pollution Control (609) 292-0407 Alternate Design Septic Systems (design flow less than 2,000 GPD)
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**Engineer's Report Form WFR-006GI
and Engineer's Abstract**

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality

PROFESSIONAL ENGINEER'S CERTIFICATION FOR
GENERAL INDUSTRIAL TREATMENT WORKS APPROVAL (TWA) APPLICATIONS

Name of Project: PPG Industries Site 114 Interim Remedial Measures

Municipality: Jersey City

County: Hudson County

Description of Project: Installation of seven (7) Baker tanks
(holding tanks) that are 21,000 gallons in each. The proposed
holding tanks subject to the TWA will be used to temporarily store
water from dewatering activities conducted during interim remedial
activities (excavation). The stored dewatering water will be
transported to one of three receiving facilities via tanker.

1. The proposed treatment works, as designed, will enable the facility to meet the applicable Federal, State and local effluent limitations, conditions and/or requirements.
2. The proposed treatment works or contributing facility will not dilute any portion of its waste stream for the purpose of meeting any applicable NJPDES effluent limitation or condition.
3. The permittee currently holds a valid final NJPDES permit, General Permit authorization, or for indirect dischargers, the applicant is specifically exempted by the Department to obtain such an approval.

In accordance with N.J.A.C. 7:14A-22.6(a)3, I hereby certify that the above statements are true and correct for the proposed treatment works identified above.

Hue N. Quan, PE 24GE04698500
Engineer Name and N.J.P.E. License No.

*Professional Engineer's
Embossed Seal*

Hue Quan 4/1/2010
Signature and Date

AECOM / Project Engineer
Name of Firm and Position

Engineer's Report
Attachment to Form WFR-006G!

i. Description of System:

The proposed treatment works includes seven (7) 21,000-gallon holding tanks. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and wash down water utilized for construction vehicles). The anticipated dewatering rates for the area of excavation(s) are expected to be greater than 8,000 gallons per day (gpd) but less than 25,000 gpd.

ii. Ultimate destination of all wastewater and residuals:

The stored construction water will be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via vacuum tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirite facility is located in York Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility of a particular batch of construction water will be based on whether the construction water is determined to be hazardous with high concentrations of hexavalent chromium, hazardous with moderate-low concentrations of hexavalent chromium or non-hazardous via analytical sampling.

iii. Listing of pollutants:

Pollutants identified from the sampling of on-site monitoring wells and the seep collection system includes the following in varying concentrations:

Aluminum	Lead	Nitrobenzene
Antimony	Manganese	Chloride
Arsenic	Nickel	Sulfate
Beryllium	Sodium	Total Organic Carbon
Cadmium	Thallium	1,1-Dichloroethylene (1,1-DCE)
Total Chromium	Vanadium	Tetrachloroethylene (PCE)
Hexavalent Chromium	Cyanide	Trichloroethene (TCE)
Iron	Bis(2-ethylhexyl) phthalate	

iv. Average and peak flow requirements:

The calculated average dewatering flow rates proposed in this application range between 3 and 25 gallons per minute (gpm). At maximum capacity, the pumps that will be used to dewater the excavation(s) are rated at 50 GPM each. Peak flow therefore, would be dependent upon the number of pumps operating continuously to keep the excavation dry. As mentioned previously, the anticipated dewatering rates for the area of excavation(s) are expected to be greater than 8,000 gpd but less than 25,000 gpd.

**TWA APPLICATION
PPG Site 114**

LETTER TO MUNICIPAL PLANNING BOARD



AECOM
30 Knightsbridge Road
Piscataway, New Jersey
www.aecom.com

732 564 3600 tel
732 369 0122 fax

April 15, 2010

Via Registered Certified Mail

Division of City Planning
30 Montgomery Street
Jersey City, NJ 07302
Tel: (201) 547-5070
Fax: (201) 547-6566

**Subject: Notification of General Industrial Treatment Works Approval Application
PPG Site 114, 880-900 Garfield Avenue
Blocks 2026.A; 2026.1, Lots 1 & 3A; 2A, 4A & 3B
Jersey City, Hudson County, New Jersey**

Dear Sir or Madam:

On behalf of PPG Industries, Inc., AECOM is notifying the City of Jersey City Municipal Planning Board that an application for a Treatment Works Approval (TWA) has been submitted to the New Jersey Department of Environmental Protection (NJDEP) for the above referenced property. Attached is the completed application form (Treatment Works Approval Permit Application, Form TWA-1) for your reference.

Description of Proposed Treatment Works

The Treatment Works Application is being submitted as required for holding tanks used to store construction water that will be disposed of off-site at a rate greater than 8,000 gallons per day. Seven (7) 21,000-gallon tanks are proposed. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles).

The stored construction water will be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirite facility is located in York, Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility will be determined by the concentrations of pollutants, particularly hexavalent chromium, in the dewater as determined via laboratory analysis. The concentrations are expected to fluctuate through the remediation period.

To enhance and sustain the world's built, natural and social environments

[http://portal.env.aecomnet.com/projects/PPG/ga1/Project Guidance/Permits/2010 Permits/TWA-Frac Tanks/TWA_Notification_CityPlanning.docx](http://portal.env.aecomnet.com/projects/PPG/ga1/Project%20Guidance/Permits/2010%20Permits/TWA-Frac%20Tanks/TWA_Notification_CityPlanning.docx)

Written comments regarding the TWA application can be sent to the following address:

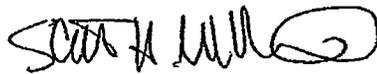
New Jersey Department of Environmental Protection
Bureau of Financing and Construction Permits
401 East State Street
3rd Floor West Wing
P.O. Box 425
Trenton, New Jersey 08625-0425

If you have any further questions or require additional information, please contact the undersigned.

Yours sincerely,



Hue Quan, P.E.
Project Engineer
Hue.Quan@aecom.com



Scott H. Mikaelian, P.E.
Program Manager
Scott.Mikaelian@aecom.com

Attachment: Form TWA-1

To enhance and sustain the world's built, natural and social environments

[http://portal.env.aecomnet.com/projects/PPG/ga1/Project Guidance/Permits/2010 Permits/TWA-Frac Tanks/TWA_Notification_CityPlanning.docx](http://portal.env.aecomnet.com/projects/PPG/ga1/Project%20Guidance/Permits/2010%20Permits/TWA-Frac%20Tanks/TWA_Notification_CityPlanning.docx)

**TWA APPLICATION
PPG Site 114**

COPIES OF CERTIFIED MAIL RECIEPTS

Supporting Documents

Proof of Contract with Waste Haulers



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1743 VANDERHOOF ROAD
BARBERTON OH 44203

VENDOR:
HAZMAT ENVIRON GRP INC
80 COMMERCE DR
BUFFALO NY 14218
PHONE: (716) 827-7200
FAX: (716) 827-7217

E-mail: MCGRATH@HAZMATINC.COM

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	1 of 8
Currency US dollar		
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 PO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via
	8928	NET 30	ALLOWED		SUP_DEL
Contact / Telephone EMAIL, 0	Requestor/Deliver To		KENNEDY, WALTER B		
Line	Part Number / Description		Promised Date	Extension	Tax

***** CHANGE ORDER *****
PER EMAIL DATED 11-5-07 FROM GORDON PETERSON PER BUD KENNEDY'S REQUEST THIS PO TO EXTEND TO 12-31-08

CHANGE ORDER #5 DATED 06/08/2007 IS ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES FOR THE GARFIELD AVENUE SITE.

PROJECT COST NTE \$400,000 WITHOUT PRIOR APPROVAL BY PPG INDUSTRIES.

ORIGINAL PO AMOUNT.....\$50,000.00
CO #2.....\$50,000.00
CO #3.....\$50,000.00
CO #4.....\$100,000.00
CO #5.....\$150,000.00
(NEW) PO TOTAL.....\$400,000.00

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

***** CHANGE ORDER *****

CHANGE ORDER #4 DATED 9/18/06 IS ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES FOR THE GARFIELD AVENUE SITE PER PPG QS #1884.

PROJECT COST NTE \$250,000 WITHOUT PRIOR APPROVAL BY PPG INDUSTRIES.

ORIGINAL PO AMOUNT.....\$50,000.00

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

Buyer: AMY SLONE
Phone: 412-484-3113
Fax : 412-484-4170

Authorized Signature

espriff@ppg.com
slone@ppg.com

CONFIRMED DELIVERY OF COMPLETE PO WITH T&C.



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1743 VANDERHOOF ROAD
BARBERTON OH 44203

VENDOR:
HAZMAT ENVIRON GRP INC
80 COMMERCE DR
BUFFALO NY 14218

PHONE: (716) 827-7200
FAX: (716) 827-7217

E-mail: MCGRATH@HAZMATINC.COM

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	2 of 8
Currency	US dollar	
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 RO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via
	8928	NET 30	ALLOWED		SUP_DEL
Contact / Telephone	Requestor/Deliver To				
EMAIL_0	KENNEDY, WALTER B				
Line	Part Number / Description				Extension
					Tax

CO #2.....\$50,000.00
CO #3.....\$50,000.00
CO #4.....\$100,000.00
(NEW) PO TOTAL.....\$250,000.00

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

***** CHANGE ORDER *****

CHANGE ORDER #3 DATED 5/18/06 IS ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES FOR THE GARFIELD AVENUE SITE.

PROJECT COST NTE \$150,000 WITHOUT PRIOR APPROVAL BY PPG INDUSTRIES.

ORIGINAL PO AMOUNT.....\$50,000.00
CO #2.....\$50,000.00
CO #3.....\$50,000.00
(NEW) PO TOTAL.....\$150,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

***** CHANGE ORDER *****

CHANGE ORDER #2 DATED 12/7/05 IS ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES, PER PPG QS #1884.

ORIGINAL PO AMOUNT.....\$50,000.00
CO #2.....\$50,000.00

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

egr1fz1n6796.com
slone@ppg.com

Buyer: AMY SLONE
Phone: 412-434-3113
Fax : 412-434-4170

Authorized Signature

CONFIRMED DELIVERY OF COMPLETE PO WITH T&C.



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

VENDOR:
PHONE: (716) 827-7200
FAX: (716) 827-7217

HAZMAT ENVIRON GRP INC
60 COMMERCE DR
BUFFALO NY 14216

E-mail: MCGRATH@HAZMATINC.COM

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1743 VANDERHOOF ROAD
BARBERTON OH 44203

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 PO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	3 of 8
Currency US dollar		
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via
	8826	NET 30	ALLOWED		SUP_DEL
Contact / Telephone	Requestor/Deliver To		KENNEDY, WALTER B		
EMAIL, 0	Promised Date		Extension		
Line	Part Number / Description		Tax		

(NEW) PO TOTAL.....\$100,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

***** CHANGE ORDER *****

CHANGE ORDER #1 DATED JULY 27, 2005 IS ISSUED TO INCLUDE AND MAKE PART THE FOLLOWING ADDITIONAL DEMURRAGE COSTS:

DUMP TRAILERS
TWO FREE HRS. ON EACH END.....HR. THEREAFTER
VACUUM TANK TRUCKS
NO FREE TIME TO LOAD.....HR

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

***** SCOPE OF WORK *****

PROVIDE 2005-2006 HAZARDOUS WASTE DISPOSAL FROM JERSEY CITY, NJ TO VARIOUS WASTE DISPOSAL FACILITIES.

***** PRICING *****

DUMP TRAILERS.....\$
VAN LOADS.....\$

JERSEY CITY HAZARDOUS WASTE
VACUUM TANK TRUCKS

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

egrc1.zf1n@ppg.com
410na@ppg.com

Buyer: AMY SLONE
Phone: 412-434-3118
Fax: 412-434-4170

CONFIRMED DELIVERY OF COMPLETE PO WITH T&C.

Authorized Signature



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1748 VANDERHOOF ROAD
BARBERTON OH 44203

VENDOR:
HAZMAT ENVIRON GRP INC
60 COMMERCE DR
BUFFALO NY 14218
PHONE: (716) 827-7200
FAX: (716) 827-7217

E-mail: MCGRATH@HAZMATINC.COM

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	4 of 8
Currency	US dollar	
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 PO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via
	8926	NET 90	ALLOWED		SUP_DEL
Contact / Telephone EMAIL	Requester/Dealer To				
	KENNEDY, WALTER B				
Line	Part Number / Description			Promised Date	Extension
					Tax

JERSEY CITY, NJ TO YORK PA
MAGNUM ROAD
TANK LOAD

ANY CHANGE TO THE SCOPE OF THIS PURCHASE ORDER, INCLUDING, BUT NOT LIMITED TO, REQUIREMENTS, SPECIFICATIONS, OR COMPLETION OR DELIVERY SCHEDULE, WHETHER PROPOSED BY PPG OR THE CONTRACTOR, SHALL BE DOCUMENTED AND AGREED TO IN WRITING. NO CHANGE SHALL BE IMPLEMENTED BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL OF PPG. FOR ADDITIONS TO THE SCOPE OF THIS PURCHASE ORDER, BOTH PARTIES SHALL NEGOTIATE AN EQUITABLE ADJUSTMENT IN PRICE AND/OR TIME FOR PERFORMANCE WITHIN FOURTEEN (14) WORKING DAYS OF NOTIFICATION. FOR MODIFICATIONS TO THE SCOPE OF THIS PURCHASE ORDER, THE CONTRACTOR SHALL SUBMIT WITHIN ONE (1) WORKING DAY THE COST AND SCHEDULE IMPACT FOR THE CHANGE IN WRITING. IN ALL CASES, PPG'S AGREEMENT WILL BE CONFIRMED IN WRITING. ANY CHANGES MADE BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL BY PPG WILL BE:

- A) FIXED AT CONTRACTOR'S DIRECT EXPENSE WITHOUT PROFIT IF ACCEPTABLE TO PPG;
- B) PROVIDED AT NO CHARGE IF UNACCEPTABLE TO PPG.

"URGENT NOTE"

IN ORDER TO EXPEDITE PAYMENT OF INVOICES RELATING TO THIS PURCHASE ORDER, YOU MUST REFERENCE THIS PURCHASE ORDER NUMBER ON ALL INVOICES AND PROVIDE PROPER BACK-UP TO SUPPORT THE INVOICE.

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

Buyer: AMY SLONE
Phone: 412-434-3113
Fax : 412-434-4170

Authorized Signature

egrc121n@ppg.com
slone@ppg.com

CONFIRMED DELIVERY OF COMPLETE PO WITH TAG.



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1743 VANDERHOOF ROAD
BARBERTON OH 44208

HAZMAT ENVIRON GRP INC.
80 COMMERCE DR
BUFFALO NY 14218

VENDOR:
PHONE: (716) 827-7200
FAX: (716) 827-7217

E-mail: MCGRATH@HAZMATINC.COM

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	5 of 8
Currency US dollar		
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 PO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via		
	8826	NET 30	ALLOWED		SUP_DEL		
Contact / Telephone EMAIL_0	Requestor/Deliver To KENNEDY, WALTER B						
Line	Part Number / Description				Promised Date	Extension	Tax

ALL TERMS AND CONDITIONS ARE PER THE INTERSTATE BULK TRANSPORTATION AGREEMENT BETWEEN HAZMAT AND PPG INDUSTRIES, INC. DATED 10/12/1998, INCLUDING ANY AND ALL ADDENDUM TO THE AGREEMENT.

NOTE TO SUPPLIER AND PAYABLES
INVOICE TO: PPG INDUSTRIES INC.
BARBERTON CHEMICALS PLANT
ATTN: WALTER KENNEDY
4829 FAIRLAND ROAD
BARBERTON, OH 44208-8906

THIS PPG REQUESTOR OR THEIR REPRESENTATIVE IS RESPONSIBLE FOR REVIEWING THE ACCURACY OF INVOICE(S) INCLUDING PRICE VERIFICATION, BEFORE FORWARDING TO CHILLICOTHE FOR PAYMENT.

- 1 PROVIDE HAZARDOUS WASTE TRANSPORTATION SERVICES FROM JERSEY CITY, NJ TO VARIOUS WASTE DISPOSAL SITES.
- 2 CO #2 DATED 12/1/05 ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES.
- 3 CO #3 DATED 5/18/06 ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES.

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

egri.f.f.f.a.ppg.com
slone@ppg.com

Buyer: AMY SLONE
Phone: 412-434-3113
Fax: 412-434-4170

Authorized Signature

CONFIRMED DELIVERY OF COMPLETE PO WITH TAG.



PPG INDUSTRIES INC.
CORPORATE
ONE PPG PLACE
PITTSBURGH PA 15272

BILL TO:
SEE BELOW

VENDOR:
PHONE: (716) 827-7200
FAX: (716) 827-7217
E-mail: MCGRATH@HAZMATINC.COM

SHIP TO:
PPG INDUSTRIES, INC.
LIME LAKE
1743 VANDERHOOF ROAD
BARBERTON OH 44203

CONVENIENCE PURCHASE ORDER		
PURCHASE ORDER NO.	REV	PAGE
419077	5	6 of 8
Currency US dollar		
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		

EFFECTIVE DATE 15-JUN-2005 PO DATE 11-JUN-2007 PO REVISED DATE 11-JUN-2007
EXPIRATION DATE 31-DEC-2010

Customer Acc No.	Vendor No.	Payment Terms	Freight Terms	F.O.B. DESTINATION	Ship Via		
	8628	NET 30	ALLOWED		SUP_DEL		
Contact / Telephone EMAIL_0	Requestor/Deliver To KENNEDY, WALTER B						
Line	Part Number / Description				Promised Date	Extension	Tax

4 CO#4 DATED 9/18/06 ISSUED TO PROVIDE ADDITIONAL HAZARDOUS WASTE TRANSPORTATION SERVICES

5 Waste transport from Garfield Ave thru 2007

THIS ORDER IS SUBJECT TO THE ATTACHED PPG TERMS AND CONDITIONS

Buyer: AMY SLONE
Phone: 412-434-3113
Fax : 412-434-4170

Authorized Signature

CONFIRMED DELIVERY OF COMPLETE PO WITH T&C.

agriffis@ppg.com
slone@ppg.com

PPG INDUSTRIES, INC. PURCHASE ORDER GENERAL CONDITIONS (Rev.12/07)

1. ACCEPTANCE.

1.1 If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained on the front or reverse side herein. If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the executive terms of any contract between the parties. Regardless of any contract between the parties, this Purchase Order incorporates by reference all terms of the Uniform Commercial Code as enforced in Pennsylvania providing any protection to Buyer including but not limited to all warranty protection (express or implied) and all of Buyer's remedies under the Uniform Commercial Code. This Purchase Order will be deemed accepted by Seller by: (i) written confirmation by Seller; (ii) electronic acknowledgment (including an acknowledgment through Buyer's electronic procurement program); (iii) not being rejected by Seller, in writing, within ten (10) calendar days after receipt by Seller; or, (iv) Seller undertaking to provide the materials, services or work.

2. INVOICES/PAYMENTS.

2.1 Seller's invoices shall be in such format and medium (including, without limitation, being in electronic medium as part of Buyer's electronic procurement program) as Buyer may direct from time to time. Payments may be made by check, wire transfer, Buyer's Corporate Purchasing Card, or other means mutually agreed upon from time to time. Unless otherwise specified herein, specified payment terms shall begin and payment shall be due after acceptance of the materials or work covered by this Purchase Order at Buyer's designated premises, or receipt by Buyer of proper invoices, whichever is later.

3. PRICES.

3.1 If the price(s) is not stipulated herein, this Purchase Order is not to be filled at any price(s) higher than the last price(s) previously quoted to Buyer by Seller. Unless otherwise specified herein, prices are firm for the term of this Purchase Order and in any event may not be increased without prior documented acceptance from Buyer.

3.2 If at any time during the term of this Purchase Order, Buyer receives from another source an offer to supply material of the quality to that offered by Seller at a price lower than the delivered price then in effect hereunder ("Favorable Prices"), Buyer may request Seller to meet such competitive offer. If within five (5) working days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer. Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased shall be deducted from this Purchase Order. Buyer anticipates that it may receive competitive offers from third parties to supply the materials on Favorable Prices through an internet web based trading platform (an "On-line Offer"), and if Seller is provided with a written or electronic invitation to participate in the applicable on-line event that may result in an On-line Offer at least seven (7) calendar days prior thereto, the Seller will meet, or not meet, the Favorable Prices of the On-line Offer during the on-line event. Seller's failure to meet such Favorable Prices during the on-line event shall be deemed a decision not to meet such Favorable Prices regardless of whether Seller specifically notifies Buyer thereof.

4. CHANGES.

4.1 Buyer may by written notice make changes within the scope of this Purchase Order. Upon such notice the parties shall negotiate an equitable adjustment in price and/or time for performance.

5. PACKING AND SHIPPING.

5.1 Seller shall pack, mark and prepare the materials for shipment in a manner which will prevent damage or deterioration, secure the lowest transportation rates, comply with carrier regulations and otherwise conform to Buyer's instructions. Buyer will pay no charges for packing, crating or carriage unless stated in this Purchase Order.

6. SCHEDULING.

6.1 Deliveries of materials or performance of work shall be strictly in accordance with the schedule referred to on the reverse side hereof and in the exact quantities ordered. Seller will notify Buyer immediately if the schedule cannot be met.

7. WARRANTIES.

7.1 Seller warrants: (a) all materials, services and work furnished hereunder will conform to the requirements of this Purchase Order (including but not limited to all applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer) and will be of first class material and workmanship, and free from defects including defects in design, and will be merchantable; (b) all materials herein described and their sale or use alone or in combination will not infringe any United States or foreign patents, trademarks, trade secrets or proprietary rights of any third party; and, (c) in performance of this Purchase Order, Seller has complied or will comply, and all materials or work or services furnished hereunder have been produced or furnished in full and complete compliance, with all applicable National, Federal, Provincial, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including without limitation compliance with Executive Order No. 11928 (Equal Employment Opportunity), Executive Order No. 11701 (Laying of Job Openings for Disabled Veterans and Veterans of the Vietnam Era - 41 CFR 60-250.4(f)), Executive Order No. 11788 (1976), The Immigration Reform and Control Act of 1986, the Consumer Product Safety Act, the Toxic Substances Control Act, the Federal Hazardous Substances Act and the Fair Labor Standards Act (provided that where necessary to make the context of any law, rule and regulation applicable to this Purchase Order, the term "Contractor" shall mean the Seller and the term "Contract" shall mean this Purchase Order).

8. INSPECTION.

8.1 Buyer reserves the right to inspect and expedite the materials, and their fabrication, at the facilities of Seller or its suppliers. Inspection by Buyer does not relieve Seller of any warranties or obligations hereunder. All materials or services are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source.

9. USE OF INFORMATION.

9.1 All specifications, drawings, samples, designs and other data or information (information) furnished by Buyer to Seller hereunder or in contemplation hereof or developed by Seller in connection herewith shall remain Buyer's property. All originals and copies of such documents shall be returned to Buyer upon request. Unless such information was previously known to Seller, use of any information to keep it confidential, or has been or is subsequently made public by Buyer or a third party, it shall be kept confidential by Seller and used only with respect to this Purchase Order.

10. BUYER'S PROPERTY.

10.1 All tools, testing, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property furnished to Seller by Buyer or paid for by Buyer for use in the performance of this Purchase Order shall be and remain the sole property of Buyer, subject to immediate removal upon Buyer's request without legal proceedings, notice or liability, used only in filling orders of Buyer, held at Seller's risk for any loss or damage, kept insured by Seller while in Seller's custody or control in an amount equal to the replacement cost thereof, the loss payable to Buyer, and kept free of any lien, attachment, levy, claim or security interest or encumbrance of any kind whatsoever not caused by Buyer. Seller shall execute and return to Buyer's filing, a Uniform Commercial Code Financing Statement - Form UCC-1, acknowledging that any such property is the Buyer's property.

11. ALLOCATION.

11.1 Unless otherwise specified herein, in the event that Seller is unable to produce/deliver the materials required hereunder by Buyer due to a circumstance that legally excuses Seller from its full performance (e.g. a force majeure circumstance), Seller shall allocate its available supply of the material among its internal uses and current contract purchases on a basis to be less favorable to Buyer than a pro rata basis.

12. DEFAULT.

12.1 Upon default by either party in performing any obligation hereunder, the other party may give notice in writing of such default to the defaulting party. Unless the default is cured within fifteen (15) days after giving notice, this Purchase Order may be terminated by the party giving notice. Such termination shall not release the party in default from any obligations under or from liability for breach of this Purchase Order. Notwithstanding the foregoing, if any material shipped does not conform to its warranties, Buyer may, without prejudice to any of its rights, terminate this Purchase Order without Seller having the right to cure the default. Waiver by either party of a single default, or a succession of defaults, shall not deprive such party of any rights arising by reason of any other default.

13. INDEMNIFICATION.

13.1 Seller assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, defend and hold harmless Buyer, its officers, employees and representatives, from and against any and all damages, claims, demands, expenses (including reasonable attorneys' fees), losses or liabilities of any nature whatsoever, and whether involving injury or damage to any person (including employees of Seller and Buyer) or property, and any and all suits, causes of action and proceedings thereon arising or allegedly arising from or related to the subject matter of this Purchase Order, except where such injury or damage was caused by the sole negligence of Buyer. This indemnity shall survive the termination or cancellation of this Purchase Order, or any part hereof.

14. INSURANCE

14.1 For work or services done for Buyer on premises designated by Buyer, Seller shall furnish Buyer, prior to commencement of the work or services, certificates of insurance showing that Seller has Worker's Compensation, Employer's Liability, and Comprehensive General Liability (including automobiles) coverages in the minimum amounts and form as may be specified by Buyer, which coverages shall not be allowed to change or expire until all services or work have been completed and accepted.

15. DISPUTES

15.1 Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, and as a precondition to instituting any legal action, any controversy, claim or dispute between Buyer and Seller arising out of or relating to the provisions of this Purchase Order shall, upon written request of either party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Purchase Order. Within fifteen (15) days after delivery of the written request of the party, the receiving party shall submit to the other a written response. The request notice and the response shall each include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing party's request notice, the senior executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the controversy has not been resolved by negotiation within forty-five (45) days of the date of the disputing party's request notice, or if the parties failed to meet within thirty (30) days of such request notice, the parties agree to attempt to settle the dispute by mediation under the mediation procedures set forth in effect in the CPR Institute or any rules mutually agreed upon by the parties. Unless otherwise agreed, the parties shall select a neutral mediator from the CPR Panels of Distinguished Neutrals. All mediation proceedings are non-binding. This mediation must be concluded within any period mutually agreed upon by the parties or if there is no such agreement, within forty-five (45) days of the selection of the mediator. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the cost of the mediator. If after proceeding in good faith (i) the parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required aforesaid or the failure of the mediator, or (ii) with the assistance of a neutral mediator, the parties do not resolve the dispute within the period prescribed in this Section, either party may initiate litigation to resolve the dispute.

16. CANCELLATION

16.1 Buyer reserves the right to cancel this Purchase Order, or any part thereof, at any time, without cause, by written notice to Seller. In such event, Buyer shall pay for all materials or services delivered, completed, and accepted by Buyer and a reasonable settlement shall be reached, consistent with the price specified in this Purchase Order. Upon receipt of notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Purchase Order.

17. NOTICE

17.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the party giving or making the notice or communication and shall be deemed given when: (i) (A) delivered in person or by messenger or (B) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (ii) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (iii) addressed to Seller or Buyer at the addresses set forth on the reverse side hereof, or to such other addresses or designees(s) as may be hereafter designated by a party after providing written notice thereof to the other party.

18. SOLICITATION

18.1 Seller agrees to report promptly to the Vice President, Purchasing and Distribution, any solicitation by an employee, agent or representative of Buyer or Seller of an offer or gift which is intended to induce or influence the other party to engage in conduct which is corrupt, deceptive or otherwise improper.

19. REPRODUCTIONS

19.1 This Purchase Order, and all documents relating hereto and thereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a party signs this Purchase Order (whether in writing, by a computer generated signature, or by a signature created, transmitted, received, or stored by electronic means) and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Purchase Order, unless such modification or change is noted on such electronic facsimile by the transmitting party.

20. LOUISIANA STATUTORY EMPLOYER

20.1 The Purchase Order recognizes that Buyer shall be considered the statutory employer of Seller's employees and subcontractors who provide services under this Purchase Order for Buyer in Louisiana in accordance with Louisiana R.S. 23:1081 and R.S. 23:1082. Thus Buyer is to be granted the exclusive remedy protection of Louisiana R.S. 23:1082 and it shall be liable to pay compensation benefits if the immediate employer (Seller) is unable to meet its obligation under Louisiana Worker's Compensation Statute for services that are performed in Louisiana under this Purchase Order. The parties agree that this recognition of the Statutory employer status is made pursuant to R.S. 23:1081 of the Louisiana Worker's Compensation Statute and that Buyer is not the actual employer of any employees of Seller or any of its subcontractors. Further, Buyer has no control or involvement in the hiring, firing or direct supervision or direction of any such employees. The services performed under this Purchase Order is an integral part of and essential to the ability of Buyer to generate its goods, products or services.

21. MISCELLANEOUS

21.1 (a) The failure of either party in any one or more instances to insist on performance of any of the provisions hereof, or any part thereof, shall not be construed to be a waiver of such provision, or any part thereof in the future; (b) This Purchase Order, its terms and conditions, any interest herein or in any monies due or to become due hereon, may not be assigned or subcontracted by Seller without the prior written consent of Buyer; (c) The remedies herein reserved by Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity; (d) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for setoff or counterclaim arising out of this or any other of Buyer's contracts or agreements with Seller; (e) This Purchase Order is executed in English, and in the event this Purchase Order is translated into a language(s) other than English this version in English shall be controlling on all questions or interpretations and performance; (f) This Purchase Order, including all documents referenced herein, contains the entire agreement of the parties with regard to the subject matter hereof, supersedes any prior communications, commitments or contracts between the parties relating to the subject matter hereof, and no modification of this Purchase Order shall be of any force or effect unless reduced to a writing that specifically references this Purchase Order, states an express intent to modify or amend this Purchase Order, and is signed by the parties; and, (g) This contract is made under the local Laws of Pennsylvania (except as the provisions of such Code are herein varied), and this contract shall be governed by and construed in accordance with the Uniform Commercial Code as adopted in Pennsylvania (except as the provisions of such Code are herein varied), and in the previous regard Seller and Buyer mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Purchase Order or the sale by Seller to Buyer of the materials.

Supplier Authorized Signature

Authorized Signature:



CR920-V14: (CW136502) NJ-WTS-NJ Chrome-Water treatment

Issued on Fri, 11 Apr, 2008
Created on Fri, 11 Apr, 2008 by Gordon Peterson INACTIVE 050108 on behalf of Walter Kennedy

Supplier:
WASTE TECH SVCS
DEPT NO 389 PO BOX 8000
BUFFALO, NY 14267
United States
Phone: 1(716)754-6400
Fax: 1+1 (716)754-8001
Contact: DEAN CATTIEU

Ship To:
CORP-AP-ENV
PPG INDUSTRIES, INC
ALLISON PARK
ENVIRONMENTAL
4325 Rosanna Drive
ALLISON PARK, PA 15101
United States

Bill To:
PPG INDUSTRIES-INVOICE VIA ARIBA SUPPLIER NETWORK
United States

Deliver To:
Walter Kennedy

Cost Center:
Department Name: PPG Default - DO NOT CHANGE
Account:
Name: 0026-0211-275101-886743-0000-0000275151-0000-0000 : LIABILITIES - NJ CHROME - GARFIELD AVENUE --

Definitions:

Contact: Walter Kennedy
Effective Date: Fri, 11 Apr, 2008
Expiration Date: Sat, 31 Dec, 2011
Contract Type: Item
Release Required: No
Currency: United States of America, US Dollar

Overall Limit:

Minimum Commitment:
Maximum Commitment: \$1,370,000.00USD

Item Limits:

Item Limits by: Amount

Release Limits:

Minimum Allowed per Release:

Notification Limits:

Available Balance At or Below: 20
Number of Days Before the Contract Expires: 0
Number of Days before Next Notification: 0

Form:

No.	Description	Discount
1	Fuel Surcharge when transporation is provided...	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: each Negotiated Price: \$[REDACTED] USD Minimum Amount: Maximum Amount:	
2	Chrome 501-1000ppm Disposal \$[REDACTED]/Gal to Envirite	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: gallon (US) Supplier Part Number: Dspl Negotiated Price: \$[REDACTED] USD Minimum Amount: Maximum Amount:	
3	Transportation by WTS [REDACTED] load	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: load Supplier Part Number: Tms Negotiated Price: \$[REDACTED] USD Minimum Amount: Maximum Amount:	
4	Chrome 20-500ppm Disposal \$[REDACTED]/Gal to Envirite	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: gallon (US) Supplier Part Number: Chrome Negotiated Price: \$0.32USD Minimum Amount: Maximum Amount:	
5	Shipments prior to 7/13/09 are subject to ...	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: each Negotiated Price: \$[REDACTED] USD Minimum Amount: Maximum Amount:	
6	Chrome 5.0-20ppm \$[REDACTED]/Gal to DuPont	\$[REDACTED] USD Negotiated Price
	Commodity Code: EH&S Partitioned Commodity Code: 1305 Unit of Measure: gallon (US) Supplier Part Number: Chrome 5.0	

Negotiated Price: █████ USD
 Minimum Amount:
 Maximum Amount:

No. Description

7 Transportation to DuPont when WTS Provides ...

Discount

█████ USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: load
 Supplier Part Number: Transport
 Negotiated Price: █████ USD
 Minimum Amount:
 Maximum Amount:

No. Description

8 Chrome Trace to 4.9ppm █████ Gal Disposal to PW

Discount

█████ USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: gallon (US)
 Supplier Part Number: ChromeTrace
 Negotiated Price: \$0.15USD
 Minimum Amount:
 Maximum Amount:

No. Description

9 Chrome Trace to 4.9ppm Transportation to PVSC...

Discount

█████ USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: gallon (US)
 Supplier Part Number: Chrome Transport
 Negotiated Price: █████ USD
 Minimum Amount:
 Maximum Amount:

No. Description

10 PA Haz Waste Treatment Tax \$6/Ton

Discount

█████ USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: actual ton
 Supplier Part Number: PA TAX
 Negotiated Price: █████ USD
 Minimum Amount:
 Maximum Amount:

No. Description

11 Chromium Wastewater > 1000ppm Chromium ...

Discount

█████ USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: gallon (US)
 Supplier Part Number: Chromium
 Negotiated Price: █████ USD
 Minimum Amount:
 Maximum Amount:

No. Description

12 Loading Demurrage █████ Hour (after one free hour)

Discount

█████ USD Negotiated Price

Partitioned Commodity Code: 1305
 Unit of Measure: hour
 Supplier Part Number: Demurrage
 Negotiated Price: \$85.00USD
 Minimum Amount:
 Maximum Amount:

No.	Description	Discount
13	PA State Transport Tax of \$ Ton	USD Negotiated Price

Commodity Code: EH&S
 Partitioned Commodity Code: 1305
 Unit of Measure: actual ton
 Supplier Part Number: PSTRNSTX
 Negotiated Price: USD
 Minimum Amount:
 Maximum Amount:

Edit Access:

Name	E-mail Address
Amy Stone	stone@ppg.com
Elizabeth Griffin	egriffin@ppg.com

Attachments::

File Name	Appendix Description
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Changes

- Contract Request TimeCreated changed from Tue, 2 Mar, 2010 to Tue, 2 Mar, 2010
- Contract Request TimeUpdated changed from Tue, 2 Mar, 2010 to Tue, 2 Mar, 2010

- Contract Request TimeCreated changed from Thu, 1 Oct, 2009 to Wed, 3 Feb, 2010
- Contract Request TimeUpdated changed from Wed, 3 Feb, 2010 to Wed, 24 Feb, 2010

- Contract Request Payment Terms changed

- Contract Request TimeCreated changed from Mon, 27 Jul, 2009 to Thu, 1 Oct, 2009
- Contract Request TimeUpdated changed from Thu, 1 Oct, 2009 to Thu, 1 Oct, 2009
- Contract Request Payment Terms changed
- Contract Request EditList changed

- Contract Request TimeUpdated changed from Mon, 27 Jul, 2009 to Tue, 4 Aug, 2009
- Contract Request TimeCreated changed from Mon, 13 Jul, 2009 to Mon, 27 Jul, 2009
- Line Item 5, Maximum Amount changed from \$0.00USD to (no value)
- Contract Request Total Cost changed from \$600,000.00USD to \$970,000.00USD
- Contract Request Maximum Commitment changed from \$600,000.00USD to \$970,000.00USD
- Line Item 5, Full Description changed from (no value) to Shipments prior to 7/13/09 are subject to the 6.5% EIS charge

- Line Item 5, Full Description changed from 6.5% EIS charge to Shipments prior to 7/13/09 are subject to the 6.5% EIS charge

TRANSPORTATION SERVICE AGREEMENT

SJ TRANSPORTATION COMPANY, hereinafter referred to as "Contractor", and **WASTE TECHNOLOGY SERVICES, INC.**, hereinafter referred to as "Customer" hereby agree that hazardous waste transportation services be supplied from time to time, upon customers request, on the terms and conditions hereinafter provided.

1. **NATURE OF SERVICE:** Hazardous and non-hazardous waste transport services from and to locations to be selected and specified by Customer.
2. **TERM OF CONTRACT:** This Service Contract shall commence immediately upon execution and shall continue until canceled in writing by either party with or without cause.
3. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall perform the service in a safe and lawful manner, and shall comply with all Federal, State and local regulatory and statutory requirements that may apply to the service it renders to Customer.
4. **PERMITS:** Contractor is responsible for obtaining all Federal, State, and local permits required to conduct its business and will maintain such permits in force during the term of this agreement. Copies of the permits required to perform the services requested under this agreement will be provided to customer upon request.
5. **INSURANCE:** Contractor shall carry at its expense the following insurance coverage and supply Customer with appropriate certificates of same:
 - General Liability\$1,000,000 each occurrence
.....\$2,000,000 aggregate
 - Automobile Liability\$1,000,000 each occurrence
(Includes Environmental Restoration)
 - Pollution Legal Liability\$1,000,000 each occurrence
 - Excess Liability\$10,000,000
 - Worker's CompensationNew York State Statutory
and Employers Liability Limits
6. **CONTRACTOR INDEMNIFICATION:** Contractor agrees to indemnify, save harmless and defend Customer, its present and future

officers, directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property (public or private), contamination of or adverse effects on the environment, or any violation of statutes, ordinances, orders, rules or regulation or any governmental entity or agency, directly or indirectly caused by, or arising out of a breach of any warranties by Contractor, or any negligent or willful act or omission of Contractor, its employees or subcontractors in the performance of this Agreement.

7. **CUSTOMER INDEMNIFICATION:** Customer agrees to indemnify, save harmless and defend Contractor, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of a breach of any warranties by Customer, or any negligent or willful act or omission of Customer, its employees or agents in the performance of this Agreement.
8. **TITLE AND RISK OF LOSS:** Contractor agrees that title to the hazardous and non-hazardous waste materials, in Contractor's possession during the provision of transport services for Customer, shall pass to Contractor at the time of pickup of said hazardous and non-hazardous waste materials and shall subsequently pass to the entity to whom Contractor conveys said hazardous and non-hazardous waste materials at the time of delivery. At no time shall WTS have, or be construed to have, title to said hazardous and non-hazardous waste materials.
9. **FORCE MAJEURE:** The parties to this agreement shall not be liable to each other by reason of delays or nonperformance caused by circumstances beyond such parties' control, including but not limited to acts of God; fire; storms; strikes, lockouts, work stoppage or delay; labor disputes; transportation embargoes or delays; inability to obtain

materials, equipment or transportation; floods; war or other emergencies.

10. **PACKAGES/CONTAINERS AND MANIFESTS:** Customer warrants that all materials are packaged and labeled, and all shipments properly manifested as specified by the then current and applicable regulations of the United States Department of Transportation and the Environmental Protection Agency and appropriate state agencies.
11. **IDENTIFICATION:** Customer shall accurately identify all materials to be shipped by Contractor previous to shipment. Such identification will appear on all bills of lading and shipping documents. Authorization for shipment of materials other than that previously described must be procured from an authorized officer of the Contractor. Customer accepts liability for any damages arising from improperly identified or improperly packaged materials.
12. **PRECAUTIONS:** Contractor shall perform the services herein provided in a careful and workmanlike manner and agrees to comply with any reasonable safety standards adopted by the Customer for observance at Customer's premises.
13. **CONFIDENTIALITY:** Except as required by law, or except with the prior consent of the parties hereunder, the terms and conditions of this agreement and the information pertaining to any shipment hereunder shall not be disclosed by either party to persons other than its directors, officers, employees, agents, attorneys, accountants and auditors.
14. **JURISDICTION:** This agreement and all transactions arising hereunder shall be subject to and governed by the laws of the State of New York.
15. **ENTIRE AGREEMENT:** This contract shall constitute the entire agreement between the parties and no modification shall be binding unless in writing and executed by both the Contractor and the Customer.
16. **NOTICES:** Any notice which is required to be given under this contract shall be in writing and shall be sent by registered mail, postage paid, return receipt requested to the addresses shown below.

To Contractor: Edward B. Remster
SJ Transportation Company
US Route 40, BOX 169
Woodstown, NJ 08098

To Customer: WTS Executive
 WASTE TECHNOLOGY SERVICES, INC.
 435 North 2nd St.
 Lewiston, NY 14092

- 17. **NON-EXCLUSIVITY:** It is understood that this Agreement does not grant Contractor any exclusive rights with respect to the transportation of hazardous and non-hazardous wastes for Customer and Customer will remain free during the term of this Agreement to contract from time to time for the transportation of any or all of its hazardous and non-hazardous wastes through other parties.

In Witness Whereof, the parties hereto have duly executed this agreement on the dates indicated below

SJ TRANSPORTATION COMPANY

WASTE TECHNOLOGY SERVICES, INC.

SIGNATURE: 

SIGNATURE: 

NAME: Ed Remter

NAME: Michael C. Oliver

TITLE: President

TITLE: Vice President

DATE: 6-21-06

DATE: 6-27-06

officers, directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property (public or private), contamination of or adverse effects on the environment, or any violation of statutes, ordinances, orders, rules or regulation or any governmental entity or agency, directly or indirectly caused by, or arising out of a breach of any warranties by Contractor, or any negligent or willful act or omission of Contractor, its employees or subcontractors in the performance of this Agreement.

7. **CUSTOMER INDEMNIFICATION:** Customer agrees to indemnify, save harmless and defend Contractor, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of a breach of any warranties by Customer, or any negligent or willful act or omission of Customer, its employees or agents in the performance of this Agreement
8. **RISK OF LOSS:** Contractor agrees that all risk of loss and the associated liability for incidents involving hazardous and non-hazardous waste materials, in Contractor's possession during the provision of transport services for Customer, shall be assumed by Contractor at the time of pickup of said hazardous and non-hazardous waste materials and shall subsequently pass to the entity to whom Contractor conveys said hazardous and non-hazardous waste materials at the time of delivery. At no time shall WTS be responsible for, or be construed to be responsible for, any risk of loss and any associated liability for incidents involving said hazardous and non-hazardous waste materials during transport
9. **FORCE MAJEURE:** The parties to this agreement shall not be liable to each other by reason of delays or nonperformance caused by circumstances beyond such parties' control, including but not limited

to acts of God; fire; storms; strikes, lockouts, work stoppage or delay; labor disputes; transportation embargoes or delays; inability to obtain materials, equipment or transportation; floods; war or other emergencies.

10. **PACKAGES/CONTAINERS AND MANIFESTS:** Customer warrants that all materials are packaged and labeled, and all shipments properly manifested as specified by the then current and applicable regulations of the United States Department of Transportation and the Environmental Protection Agency and appropriate state agencies
11. **IDENTIFICATION:** Customer shall accurately identify all materials to be shipped by Contractor previous to shipment. Such identification will appear on all bills of lading and shipping documents. Authorization for shipment of materials other than that previously described must be procured from an authorized officer of the Contractor. Customer accepts liability for any damages arising from improperly identified or improperly packaged materials.
12. **PRECAUTIONS:** Contractor shall perform the services herein provided in a careful and workmanlike manner and agrees to comply with any reasonable safety standards adopted by the Customer for observance at Customer's premises.
13. **CONFIDENTIALITY:** Except as required by law, or except with the prior consent of the parties hereunder, the terms and conditions of this agreement and the information pertaining to any shipment hereunder shall not be disclosed by either party to persons other than its directors, officers, employees, agents, attorneys, accountants and auditors.
14. **JURISDICTION:** This agreement and all transactions arising hereunder shall be subject to and governed by the laws of the State of New York.
15. **ENTIRE AGREEMENT:** This contract shall constitute the entire agreement between the parties and no modification shall be binding unless in writing and executed by both the Contractor and the Customer.
16. **NOTICES:** Any notice which is required to be given under this contract shall be in writing and shall be sent by registered mail, postage paid, return receipt requested to the addresses shown below.

To Contractor: Ron Kiley
 FREEHOLD CARTAGE, INC
 825 Highway 33

Freehold, NJ 07728-5010

To Customer: Michael C. Oliver
WASTE TECHNOLOGY SERVICES, INC.
435 North 2nd St.
Lewiston, NY 14092

17. **NON-EXCLUSIVITY:** It is understood that this Agreement does not grant Contractor any exclusive rights with respect to the transportation of hazardous and non-hazardous wastes for Customer and Customer will remain free during the term of this Agreement to contract from time to time for the transportation of any or all of its hazardous and non-hazardous wastes through other parties.

In Witness Whereof, the parties hereto have duly executed this agreement on the dates indicated below

FREEHOLD CARTAGE, INC

WASTE TECHNOLOGY
SERVICES, INC.

SIGNATURE: Ronald Kiley

SIGNATURE: Michael C. Oliver

NAME: RONALD Kiley

NAME: Michael C. Oliver

TITLE: OPERATIONS MANAGER

TITLE: Vice President

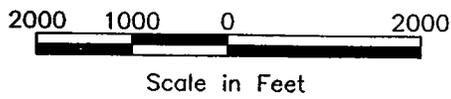
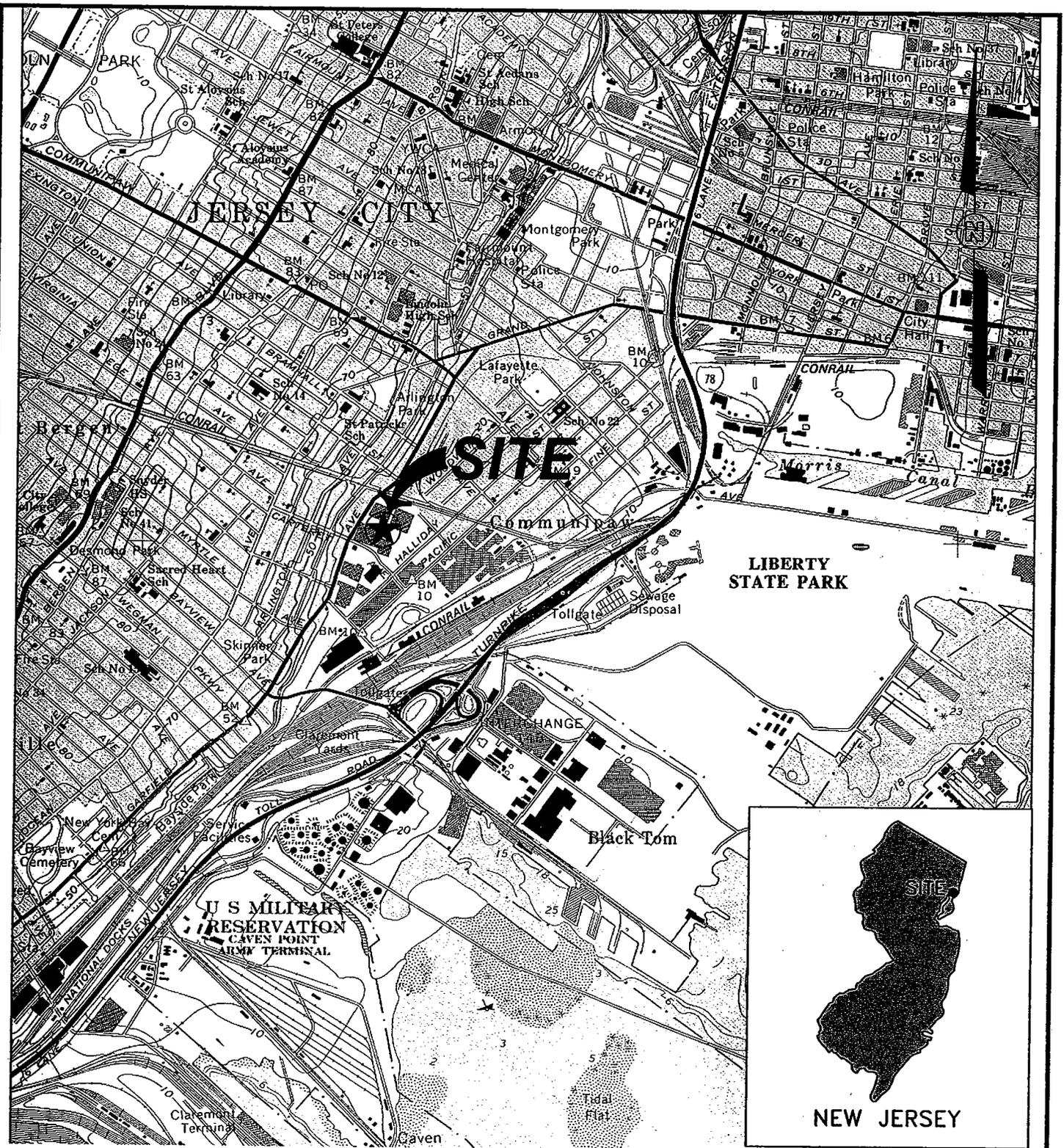
DATE: 6/22/06

DATE: 6-27-06

Figures and Specifications

*Includes: USGS Site Location Map, Site Plan, Manufacturer's
Cut Sheets, Tank Piping and Tank Loading Diagram,
Mechanical Equipment and Piping Specifications*

Piscataway on 'uspsw1fp004' (U); Project\PPG Industries\Permits 2010\TWA_tanks_Draft\Draft\20100315_Site Location Map



NOTES:
 INFORMATION SHOWN HERE BASED ON IT CORPORATION'S MAP NAMED 803404G7-A1.
 IT CORPORATION REFERENCES:
 U.S.G.S. 7.5 MIN TOPOGRAPHIC MAP OF JERSEY CITY, NEW JERSEY DATED 1967, PHOTOREVISED 1981, SCALE: 1" = 2000'.



USGS SITE LOCATION MAP

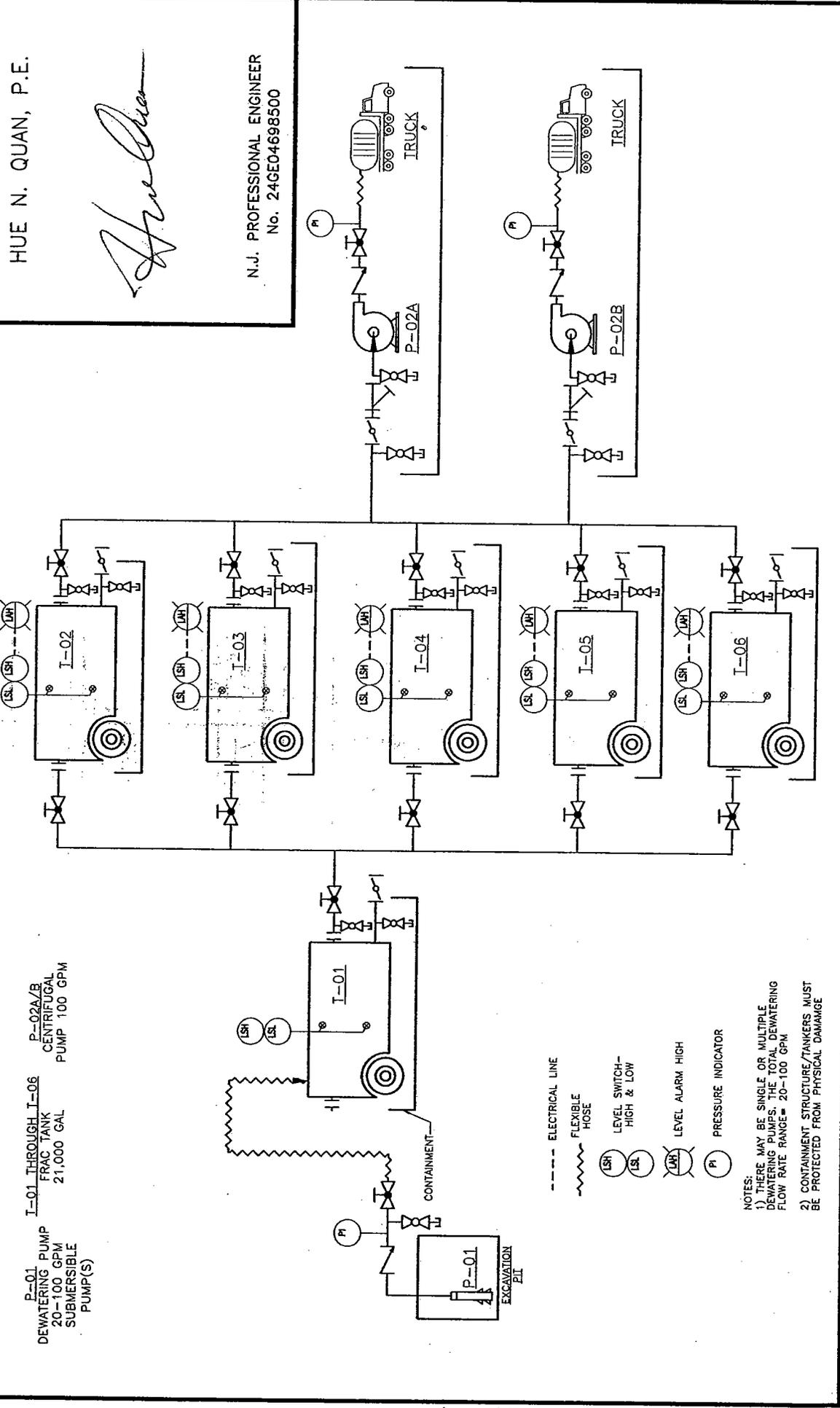
SITE 114 - 900 GARFIELD AVE
 PPG INDUSTRIES, INC.
 JERSEY CITY, HUDSON COUNTY, NEW JERSEY

FIGURE NUMBER:

1

AECOM
 30 KNIGHTSBRIDGE ROAD, SUITE 520
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 564-3600
 FAX: (732) 369-0122
 WEB: HTTP://WWW.AECOM.COM

DRAWN BY:	DATE:	PROJECT NUMBER:	SHEET NUMBER:
/jk	04/16/04	60137548.0408	



HUE N. QUAN, P.E.

Hue N. Quan

N.J. PROFESSIONAL ENGINEER
No. 24CE04698500

DESIGNED BY:	NO.:	DESCRIPTION:	DATE:	BY:
KS				
CM				
HQ				

AECOM

AECOM
30 KNIGHTSBRIDGE ROAD, SUITE 520
PISCATAWAY, NEW JERSEY 08854
PHONE: (732) 564-3600
FAX: (732) 369-0122
WEB: HTTP://WWW.AECOM.COM
NJ C.O.A. No. 24CA28002200

**EXCAVATION DEWATERING
CONCEPTUAL PROCESS FLOW DRAWING**

PPG INDUSTRIES
JERSEY CITY
HUDSON COUNTY, NEW JERSEY

SCALE:	DATE:	PROJECT NUMBER:
AS SHOWN	4/05/2010	60149955.0408A

FIGURE NUMBER:

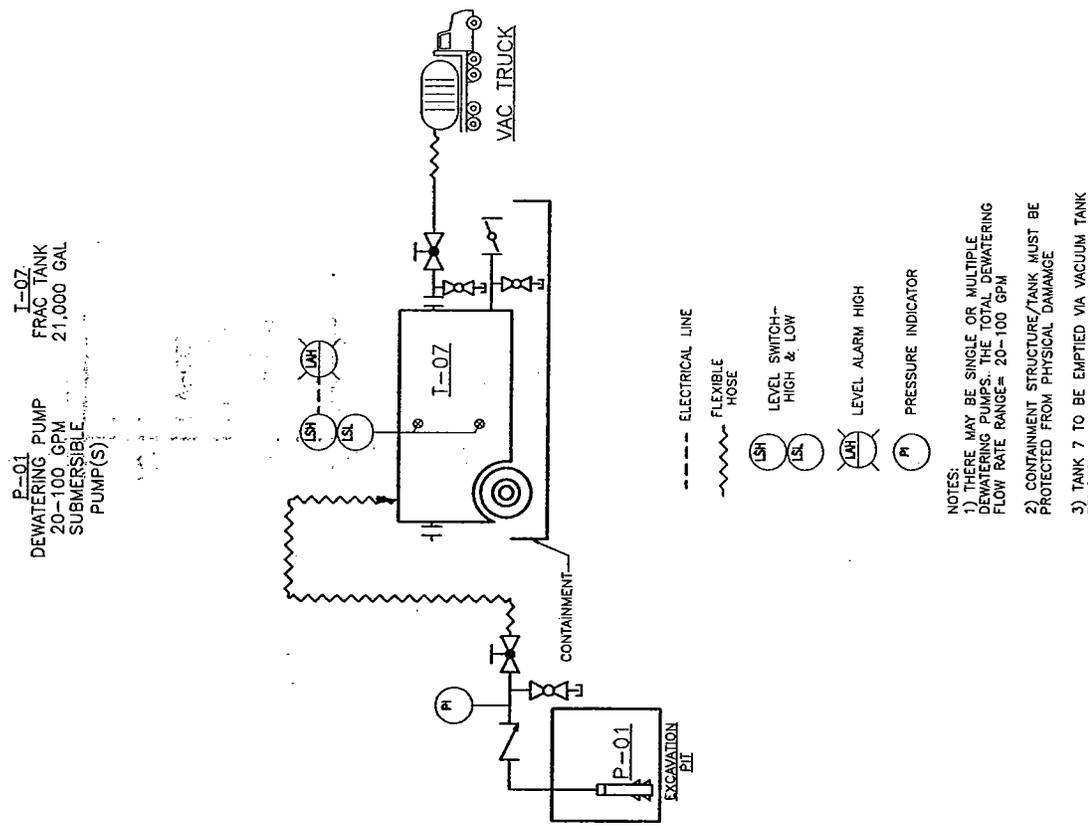
3a

SHEET NUMBER:

HUE N. QUAN, P.E.



N.J. PROFESSIONAL ENGINEER
No. 24GE04698500



- NOTES:
- 1) THERE MAY BE SINGLE OR MULTIPLE DEWATERING PUMPS. THE TOTAL DEWATERING FLOW RATE RANGE= 20-100 GPM
 - 2) CONTAINMENT STRUCTURE/TANK MUST BE PROTECTED FROM PHYSICAL DAMAGE
 - 3) TANK 7 TO BE EMPTIED VIA VACUUM TANK TRUCKS

DESIGNED BY:	NO.:	DESCRIPTION:	DATE:	BY:
KS				
CM				
HQ				

AECOM

AECOM
 30 KNIGHTSBRIDGE ROAD, SUITE 520
 PISCATAWAY, NEW JERSEY 08854
 PHONE: (732) 564-3600
 FAX: (732) 369-0122
 WEB: HTTP://WWW.AECOM.COM
 NJ C.O.A. No. 24GA28002200

**EXCAVATION DEWATERING
CONCEPTUAL PROCESS FLOW DRAWING**

PPG INDUSTRIES
 JERSEY CITY
 HUDSON COUNTY, NEW JERSEY

SCALE:	DATE:	PROJECT NUMBER:
AS SHOWN	04/13/10	60149955.0408A

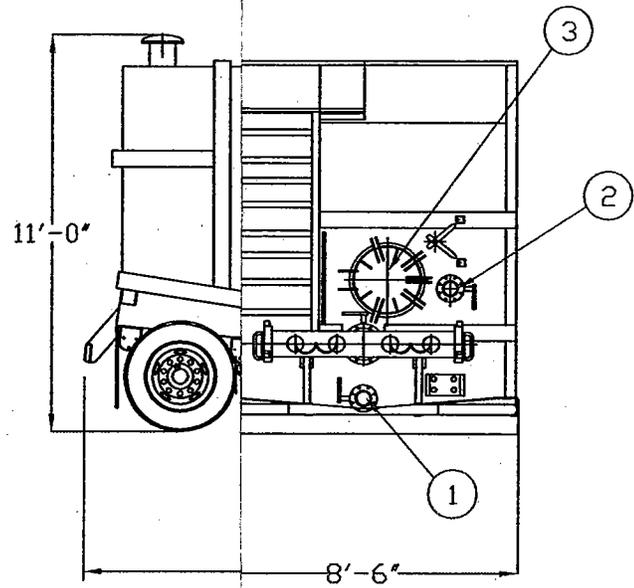
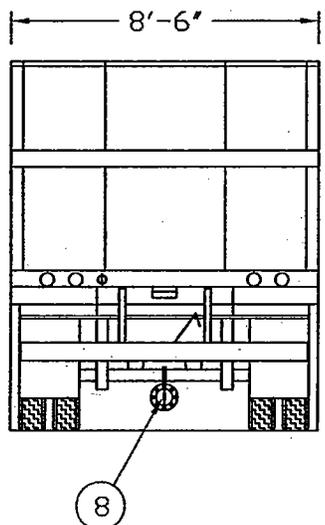
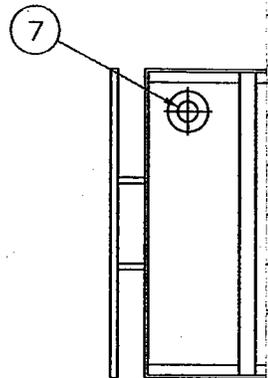
FIGURE NUMBER:

3b

SHEET NUMBER:

1

ITEM	QTY	DESCRIPTION
1	1	FRONT DRAIN ASSY 4"W/BUTTER FLY VALVE & NOZZLE
2	1	GEL LINE, REMOVABLE
3	3	MANWAY 22" 3 SIDED, W/DOME LID & HANDLE NUTS
4	1	DRAIN ASSEMBLY 4"W/BUTTER FLY VALVE & NOZZLE
5	1	2" COUPLING, 3000#
6	1	4" FLANGED CONNECTION
7	1	PRESSURE / VACUUM RELIEF VALVE
8	1	REAR DRAIN ASSY 4"W/BUTTERFLY VALVE & NOZZLE



SPECIFICATIONS:

- 1) Tank Capacity: 21,000 gallons (500 BBL)
- 2) Tank Weight: 34,100 lbs. (empty)

NOTES:

- 1. This drawing is a baseline representation for this equipment in the field can and do exist, primarily BakerCorp representative if specific needs exist.
- 2. THIS TANK IS *NOT DESIGNED FOR TRANSPORTATION*
- 3. Tanks of this type have an internal lining (coating)
- 4. This tank is equipped with a pressure/vacuum relief valve

BAKERCORP™ 3020 OLD RANCH PARKWAY
SEAL BEACH, CA 90740-2751

SIZE	B	ORIGINAL DWG. DATE	07FEB05
APPROVED BY:	—	CAT/CLASS	—
ENTERPRISES "SMART STEP" FIXED AXLE TANK		SHEET	1 OF 1
S-2-M0014-1-		REV.	A

PRODUCT DATA SHEET

January, 2007

MODERN FIXED AXLE TANK

("V" BOTTOM VERSION)

GENERAL INFORMATION

This tank has a smooth interior wall and "V" shaped bottom for easy cleaning.

WEIGHTS AND MEASURES

» Capacity:	500 BBL (21,000 gallons)
» Height:	10'-9" (grade to top of tank)
» Width :	8'-5"
» Length:	44'-10" (overall)
» Weight:	25,500 lbs.

STRUCTURAL DESIGN

» Floor:	¼" thick ASTM A36 carbon steel "V" bottom sloping from each side into the center
» Sides/Ends:	¼" thick ASTM A36 carbon steel
» Roof Deck:	¼" thick ASTM A36 carbon steel
» Wall Frame:	¼" thick ASTM A36 carbon steel channels (on exterior side of walls)
» Roof Frame:	¼" thick ASTM A36 carbon steel channels (on exterior side of walls)

FEATURES

» Valves:	2-Front & 1-Rear: 4"- wafer butterfly valve. Cast iron body, Buna-N seat & seals, 316 SS stem, Nylon 11 coated ductile iron disk w/ plug and chain. Remote operation handle for rear valve.
» Relief Valve:	16 oz./in ² pressure setting, 0.4 oz./in ² vacuum setting; Buna-N seal
» Rear Drain:	4"-150# tank-side weld neck flange mated to valve and 150# FPT flange
» Front Drain:	4"-150# tank-side weld neck flange mated to valve and 150# FPT flange
» Top Fill Line:	3" pipe, top of tank, with cap and chain

FEATURES - cont.

» Top Vapor Connection:	4"-150# weld neck flange with blind flange (chained) and Buna N gasket
» Top Manway:	22" I.D., slotted hinges and 5 - ¾" T or eye bolt with wing nut fasteners, hinged to side of tank. ½" flat plate or 3/8" if domed ASTM A36 steel. Buna N formed gasket, thermally fused.
» Front Manway:	22" I.D., slotted hinges and 5 - ¾" T or eye bolt with wing nut fasteners, hinged away from stairs, ½" flat plate or 3/8" if domed ASTM A36 steel. Buna N formed gasket, thermally fused.
» Side Manway:	22" I.D., slotted hinges and 5 - ¾" T or eye bolt with wing nut fasteners, mounted on passenger side and hinged to front of tank. ½" flat plate or 3/8" if domed ASTM A36 steel. Buna N formed gasket, thermally fused.
» Stairway:	Non-slip with handrails and guardrails; OSHA compliant
» Level Gauge:	Ball style with 2-8" 304 SS floats. Floor supports hold floats ½" off floor.
» Tires:	11.00 x 22.5 (nylon tubeless)
» Axles:	Standard 22,500#, Rockwell automatic slack adjusters, cast drum and hub, 30 service chambers, outboard drums

SURFACE DETAILS

» Exterior Coating:	High gloss polyurethane paint
» Interior Coating:	Chemical resistant lining
» Safety Paint:	Safety yellow - handrails, hatch covers and trip hazard surfaces
» Decal Mounts:	Removable 10-gauge steel, 48"x48", both sides of tank at top rear. Secured with nylock nuts or bolts with lock washers.

TESTS/CERTIFICATIONS

» Test Performed:	100% water tested to full capacity, 3 psi - 20 min test; Level I, II and III inspections on a scheduled basis
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To the best of our knowledge the technical data contained herein are true and accurate at the date of issuance and are subject to change without prior notice. No guarantee of accuracy is given or implied because variations can and do exist. NO WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY BAKERCORP™, EITHER EXPRESSED OR IMPLIED.

3020 OLD RANCH PARKWAY • SUITE 220 • SEAL BEACH, CA • 562-430-6262

PRODUCT DATA SHEET

January, 2007

**VE SMOOTH WALL
"SMART STEP" FIXED AXLE**

GENERAL INFORMATION

This tank has a smooth interior wall and "V" shaped bottom for easy cleaning.

WEIGHTS AND MEASURES

» Capacity:	500 BBL (21,000 gal.)
» Height:	10'-1" (grade to roof plate) 13'-0" (grade to top of P/V valve)
» Width :	8'-6"
» Length:	47'-3" (overall) 43'-4" (tank only)
» Weight:	34,000 lbs.

STRUCTURAL DESIGN

» Floor:	¼" thick A36 carbon steel, "V" bottom
» Sides/Ends:	¼" thick ASTM A36 carbon steel
» Roof Deck:	¼" thick ASTM A36 carbon steel
» Wall Frame:	4"x4"x3/8" structural tubing
» Roof Frame:	3" carbon steel C-channel

FEATURES

» Valves:	Butterfly valves - (2) Front & (1) Rear
» Relief Valve:	16 oz./in ² pressure setting, 0.4 oz./in ² vacuum setting; Buna-N seal
» Rear Drain:	4" flanged butterfly valve @ floor level with remote handle, bullnose plug and chain
» Front Drain:	4" flanged butterfly valve @ floor level with bullnose plug and chain

FEATURES - cont.

» Manifold:	Optional. 8" flanged nozzle (blinded) available on front of tank for manifold
» Fill Line:	3" stub through roof; 4" on front.
» Gel Line:	4" flanged butterfly valve on driver side, approx. 36" from floor. Gel line made of sch. 80 PVC and is removable.
» Vent Connection:	4" flanged nozzle with blind, next to top manway, passenger side
» Top Manway:	22" diameter with anti-personnel bars
» Front Manway:	22" diameter opening
» Side Manway:	22" diameter opening
» Stairway:	Front of tank, passenger side; fold-down guardrail and handrail system
» Level Gauge:	Ball float style with pointer
» Tires/Wheels:	11.00 x 22.5 Nylon tubeless/10 hole Budd

SURFACE DETAILS

» Exterior Coating:	High gloss polyurethane
» Interior Coating:	Chemical resistant lining
» Safety Paint:	On stairs, handrails, hatch covers and trip hazard surfaces

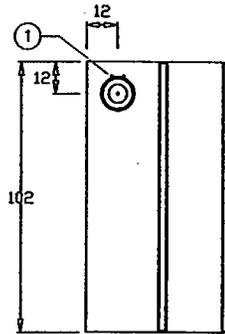
TESTS/CERTIFICATIONS

» Test Performed:	Hydrostatic water test after construction and major repairs; Level I, II and III OMS inspections on a scheduled basis.
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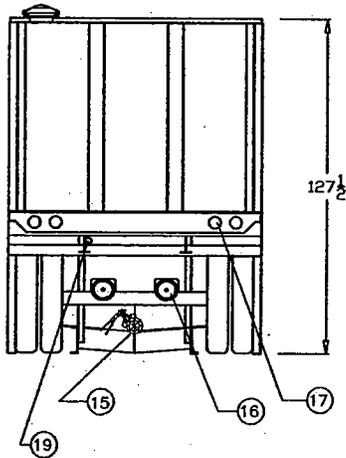


To the best of our knowledge the technical data contained herein are true and accurate at the date of issuance and are subject to change without prior notice. No guarantee of accuracy is given or implied because variations can and do exist. NO WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY BAKERCORP, EITHER EXPRESSED OR IMPLIED.

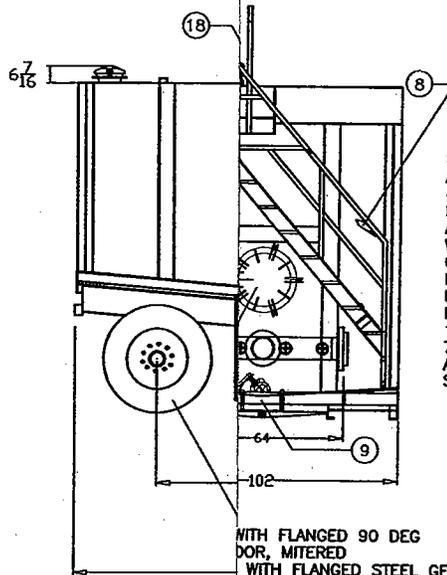
3020 OLD RANCH PARKWAY • SUITE 220 • SEAL BEACH, CA • 1-800-BAKER12



DUNT BLAYLOCK LL10 P/V VENT
 ING, BAKER SPEC
 WITH BLIND CAP AND CHAIN
 DUPLING WITH PLUG
 WITH INTERNAL BARS, 21 1/2" ID, DOMED LID
 WITH CAP AND CHAIN
 LK WAY
 AIRS
 GE W/2-8" STAINLESS STEEL BALL
 RT HOLDS BALLS 1/2" OFF FLOOR
 IN W/VALVE, BULL PLUG, CHAIN
 21 1/2" ID, DOMED LID
 E, VALVE, THREADED FLANGE, BULL PLUG, CHAIN
 21 1/2" ID, DOMED LID
 22.5 TUBLESS TIRE ON 10 HOLE STEEL WHEEL
 HAND RAILS
 E, VALVE, THREADED FLANGE, BULL PLUG, CHAIN
 OPERATION HANDLE
 , AUTOMATIC SLACK ADJUSTERS, TOP MOUNTED
 CE CHAMBERS, OUTBOARD DRUMS, HUTCH
 SPENSION, 3 LEAF HIGH ARCH SPRINGS
 LIGHTS AND LOWER MARKER LIGHTS, NO
 ITS
 TED PLATE
 PIPE W/WELDED CAP & THREADED CAP



REAR VIEW



WITH FLANGED 90 DEG
 OR, MITERED
 WITH FLANGED STEEL GEL LINE
 PIPE SUPPORTS
 ER 1/2 WIDTH SECTION
 WITH FULL WIDTH STEP OPTION

FRONT VIEW

NOTE:
 ALL VALVES BRAY SERIES 30, CAST IRON BODY,
 416SS STEM, BUNA-N SEAT, NYLON 11 COATED
 DUCTILE IRON DISC, HANDLES AS SHOWN.
 ALL WALL AND ROOF RIBS TO BE CONTINUOUSLY
 WELDED, ALL TANK SHELL SEAMS TO BE WELDED
 ON BOTH SIDES.
 RAILINGS, STAIRS & WALKWAY TO MEET OSHA STDS
 INTERIOR COATED PER BAKER SPEC 8.2
 EXTERIOR COATED PER BAKER SPEC 7.6
 100% CAPACITY WATER TEST
 7. PIN ROUND LIGHT PLUG
 ALL SHELL 1/4" A-36 STEEL, V-BOTTOM
 SOME ITEMS MAY NOT BE SHOWN IN ALL VIEWS

SPECIFICATIONS:

- 1) Tank Capacity: 21,000 gallons (500 BBL)
- 2) Tank Weight: 25,500 lbs. (empty)

NOTES:

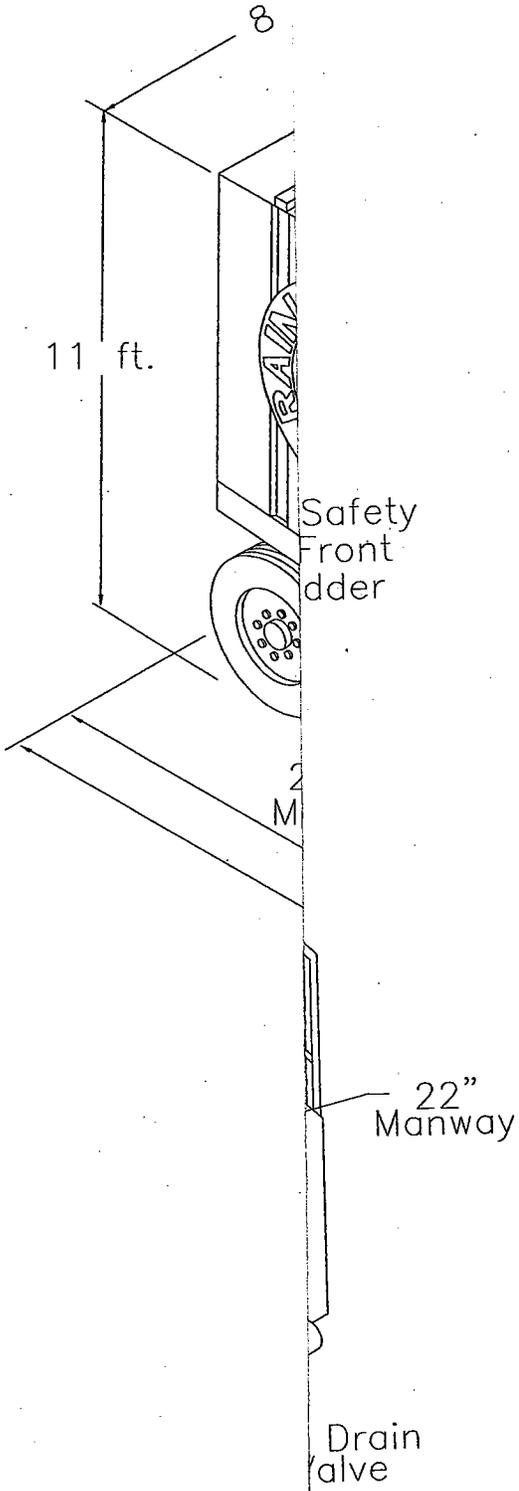
- 1. This drawing is a baseline representation for this n... equipment in the field can and do exist, primarily BakerCorp representative if specific needs exist.
- 2. THIS TANK IS NOT DESIGNED FOR TRANSPORTIN
- 3. Tanks of this type have an internal lining (coating)
- 4. This tank is equipped with a pressure/vacuum reli

BAKERCORP™ 3020 OLD RANCH PARKWAY
SEAL BEACH, CA 90740-2751

Scale	SIZE B	ORIGINAL DWG. DATE 10SEP02
APPROVED BY: P.J.B.	---	CAT/CLASS ---
MODERN MFG. "V" BOTTOM FIXED AXLE TANK		SHEET 1 OF 1
S-2-M0007-1-	REV. A	

REV. NO.	DESCRIPTION	DESCRIPTION

DATE: 3-25-03
 SCALE: NTS
 DESIGNED BY: S. HERNANDEZ
 CHECKED BY: S. HERNANDEZ
 DRAWN BY: S. HERNANDEZ
 SHEET: D



BI-LEVEL TANK

21,000 GALLON STEEL BI-LEVEL TANK

DETAIL

Rain For Rent Engineering
 3404 STATE ROAD PO BOX 2248 BAKERSFIELD CA 93303

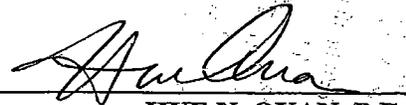


ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF RAIN FOR RENT. ALL RIGHTS ARE RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN CONSENT OF RAIN FOR RENT.

1 SHEET OF 1
 DRAWING NUMBER: 103419
 JOB NUMBER: 1030004

MECHANICAL EQUIPMENT AND PIPING SPECIFICATIONS

APPROVED BY



**HUE N. QUAN, P.E.
PROJECT ENGINEER**

SECTION 15050

MECHANICAL EQUIPMENT AND PIPING SPECIFICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Scope
- B. References
- C. Submittals
- D. Materials
- E. Product Requirements
- F. Equipment

1.02 SCOPE

- A. General: Contractor is to furnish and install equipment, piping, and appurtenances associated with the excavation dewatering system at PPG Industries in Jersey City, NJ. Work is to be performed in a timely and safe manner and in keeping with best practices of the associated trades involved in performing the work.
- B. The excavation dewatering system includes Frac tanks, transfer pumps and excavation dewatering pumps.
- C. Contractor to furnish and install frac tanks, pumps and all associated piping.
- D. Contractor shall provide means to contain any spills or overflows from the dewatering system within the site.
- E. Provide Engineer with submittals as required.

1.03 REFERENCES

- A. Poly-vinyl chloride (PVC) Pipe ASTM D1785
- B. Foam glass insulation ASTM C522-91
- C. Aluminum insulation jacket ASTM B209

1.04 SUBMITTALS

- A. Materials and Equipment: Submit manufacturer's product data to the Engineer in accordance with the Products subsection of this section. Provide configurations, ratings, and dimensions for equipment and products, including location and size/capacity of each connection required for installation.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Frac Tanks (T-01 through T-07)

1. Contractor to furnish seven Frac tanks. Frac tank T-01 will be used as primary solids settling tank. T-02 through T-06 shall be in parallel arrangement.
2. As a minimum each tank shall have an inlet and an outlet isolation valve, drain valve and a man way for tank clean out.
3. Each of the Frac tanks shall have capacity of 21,000 Gal.
4. If directed by the Engineer, Frac tanks shall be freeze protected using recirculating pumps and/or immersion heaters (spider heaters are acceptable).
5. Tanks shall be rented from Baker or Rain For Rent.

B. De-Watering Pumps

1. Contractor to provide two or more de watering pumps capable of pumping out a total design flow of 20-100 GPM.
2. Pumps shall be electric submersible type Single phase 115/230V motor.
3. Must pass at least $\frac{3}{4}$ -inch solids.

C. Transfer Pumps P-02A/B

1. Two transfer pumps with each pump capable of handling maximum design flow of 100 GPM.
2. Both pumps are operated manually by the operator.
3. Pump motor shall be TEFC Single Phase 115/230V.
4. Must pass at least $\frac{3}{4}$ -inch solids.
5. Pumps shall be new or used but must be suitable for the work and be maintained in good condition.

D. Level Control & Alarms

1. Contractor shall install a high level switch in each tank. The high level switch shall shut down the dewatering pumps and trigger a high level alarm at the control panel.
2. The alarm light shall be a strobe light and located outside the panel.
3. Pump P-02A/B shall be operated manually by the operator.

2.02 PIPE, FITTINGS, VALVES, AND INSULATION

- A.** Tank T-02 through T-07 are arranged in parallel and connected to T-01 through an inlet pipe manifold. The transfer pumps P-02A/B pumps out water from the tanks through the discharge manifold. Refer Process flow drawing for the arrangement.
- B.** Flow from T-01 to tanks T-02 through T-06 is by gravity. There should not be any high spot in the piping between T-01 and the other tanks.
- C.** The following pipe runs will consist of Schedule 80 PVC:
1. Discharge from the Tank T-01 branches through a manifold leading to tanks T-02 through tank T-06.
 2. Discharge from tanks T-02 through T-06 combines through a manifold which branches into two transfer pump suction pipe through a reducing Tee.
 3. Transfer pump suction pipes (one for each pump) leading from the manifold to the pump P-02A/B suction.
 4. P-02A/B discharges which transitions to a hose through a CAM & Lock fitting.
- D.** The following pipe runs will consist of flexible hose:
1. Discharge of the dewatering pump(s) P-01 to the tank T-01.
 2. Discharge of the transfer pumps P-02A/B to the disposal truck(s).
- E.** Threaded Galvanized iron pipe fittings shall be used to transition from the tank nozzle to the PVC manifold.
- F.** Use Teflon tape and pipe sealant for all threaded joints.
- G.** Ball and check valves shall be PVC and true union type.
- H.** Insulation/heat trace (if directed by the Engineer, goal is to complete dewatering before freezing becomes an issue):
1. Use self regulating 5 Watt per foot heat trace for all above ground piping.

2. Use 1½" thick foam glass insulation with aluminum jacket (0.016 inch).
 3. The aluminum jacket is to be secured with aluminum or stainless steel sheet metal screws with the jacket seam to run at the bottom of the pipe to reduce collection and storage of moisture.
 4. Provide submittal for insulation and heat trace.
 5. Raychem or Engineer approved equal.
- I. Contractor shall install flow meter to measure instantaneous and totalized flow.

2.03 STORAGE

- A. Contractor is responsible for the condition of all equipment until the completion of the installation and commissioning. At each stage of work, equipment must be protected from weather, mechanical damage, theft, and from inappropriate handling or installation
- B. Protect sensitive materials from exposure to sunlight.
- C. Lost or damaged products must be replaced with new at no cost to the OWNER.

PART 3 - EXECUTION

- A. Contractor responsible for rigging of components into place from delivery truck.
- B. Installation of each item shall be in accordance with manufacturer's recommended methods, materials, and procedures. Notify Engineer immediately if conflicts or interferences with other work are discovered.
- C. Contractor to inspect equipment upon arrival to confirm that it meets design requirements and that it is not damaged.
- D. A berm will be constructed and maintained around the tanks and pumps to contain excess spills and minimize the migration of surface runoff and sediments from the work area.
- E. Arrange installation with ample space for building entry and equipment servicing and maintenance. Coordinate with electrical work to provide space for location of panels, conduit, switches, and similar appurtenances.

END OF SECTION

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

City Clerk File No. Res. 10-304

Agenda No. 10.W

Approved: MAY 12 2010

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR THE SIXTH STREET EMBANKMENT PROJECT NO: 05-019 FOR THE CITY OF JERSEY CITY, DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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

WHEREAS, the City of Jersey City (City) awarded a professional services contract to Dresdner Robin for Environmental and Emergency Services by Resolution 05-581 approved on July 13, 2005; and

WHEREAS, Dresdner Robin performed a preliminary environmental assessment and preliminary site investigation of the Sixth Street Embankment, Project No. 05-019 for a total amount of Twenty One Thousand Four Hundred Sixty Eight Dollars and Ninety-Four cents (\$21,468.94) which the City has paid in full; and

WHEREAS, Subsequent to the original base contract, the City Law Department requested three (3) additional work items that Dresdner Robin has substantially completed through December 31, 2006; and

WHEREAS, the City proposed to further expand the scope of work for the Project No: 05-019 and Dresdner Robin submitted an updated proposal dated March 20, 2010 covering the three (3) additional work items that has been substantially completed plus the additional minor work requested by the Law Department for a total amount of \$17,822.39; and

WHEREAS, the funds for these charges are available from the following capital account no: Capital Account No: **04-215-55-862-990**

Requisition No: 0150128 Purchase Order No: 99741 Total Amount \$17,822.39

WHEREAS, Dresdner Robin possesses the skills and expertise to perform these services and has agreed to provide these services on a time and materials basis; 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 resolution amending the contract and the agreement itself must be available for public inspection; and

WHEREAS, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq.; and

WHEREAS, Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128, Section 3-51.1 of the City Code; and

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR THE SIXTH STREET EMBANKMENT PROJECT NO: 05-019 FOR THE CITY OF JERSEY CITY, DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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

1. Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute an agreement amendment in substantially the form of the attached with the firm Dresdner Robin to provide professional engineering services in connection with the Sixth Street Embankment Project No: 05019.
2. The total contract shall not exceed Thirty-Nine Thousand Two Hundred Ninety One Dollars and Thirty-Three cents (\$39,291.33) and the term of the contract shall not exceed Twelve (12) months from the date a notice to proceed is issued by the Purchasing Agent.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. A copy of this Resolution will be published in a newspaper of general circulation newspaper within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution pursuant to N.J.S.A. 40A:11-1 et seq.
5. The agreement amendment of this contract shall be subject to the condition that the Consultant provides satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer hereby certifies that funds are available in capital account number 04-215-55-862-990 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

dlo 4.20.10

APPROVED: [Signature] 4/21/10 APPROVED AS TO LEGAL FORM

APPROVED: Gregory J. Corrado Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								5/12/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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 FACT SHEET

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

1. Full Title of Resolution Agreement

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR THE SIXTH STREET EMBANKMENT PROJECT NO: 05-019 FOR THE CITY OF JERSEY CITY, DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION.

2. Name and Title of Person Initiating the Resolution:

Chuck F. Lee, Assistant Municipal Engineer

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

Environmental and Engineering Services

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

In July 2005, the City retained Dresdner Robin to undertake an environmental assessment and investigation of the Embankment. Subsequent to the original contract, Dresdner Robin was asked to submit additional PA reports on additional sites under the base contract. This amending contract follows up on the preparation of a Preliminary Assessments (PA) report on the project area and the preparation of remediation cost estimate. This additional work was requested by the Law Department and Authorized by Deputy Mayor Rosemary McFadden.

5. Anticipated Benefits to the Community:

Dresdner Robin possesses the skills and expertise to perform the environmental and engineering services and has agreed to continue to provide these services on a time and material bases for the City during the course of the acquisition process.

6. Cost of Proposed, Program or Purchase: (If equipment purchase, What does it Replace: How will the Program or Purchase be Funded)

Capital Account: 04-215-55-862-990 Total Amount \$17,822.39

7. Date Proposed Program or Project will Commence:

Immediately upon Council approval

8. Anticipated Completion Date:

Twelve (12) Months

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

Chuck F. Lee, Asst. Municipal Engineer (201) 547-4419
NAME PHONE EVENING

10. Additional Comments:

I certify that all the Facts Presented Herein are Accurate.



Signature of Division Director

4/21/10

Date

Signature of Department Director

Date



March 20, 2010

Mr. William R. Goble, PE
Jersey City Engineering
575 Rt. 440
Jersey City, NJ 07305

Re: Environmental and Engineering Services
Sixth Street Embankment
Jersey City

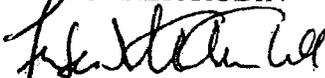
Dear Mr. Goble:

The City of Jersey City has been involved in a protracted litigation regarding the acquisition/use of an elevated railroad embankment fronting Sixth Street between Luis Marin Blvd. and Monmouth Street ("Embankment"). In connection with this litigation, Dresdner Robin was retained in July 2005 to undertake an environmental assessment and investigation of the Embankment (copy JC Council resolution is attached). Subsequent to the original award, legal counsel for the City requested three additional work items: 1) evaluation of three additional parcels at the western end of the embankment comprising portions of Blocks 415 and 446; 2) preparation of individual PA/SI reports for each individual block; 3) preparation of a demolition cost estimate. The Fee for these three (3) additional work items is \$17,500.00. An agreement for this additional work was never executed by the Division of Engineering and Dresdner Robin was not compensated for the additional work; however, the work was completed and has been relied upon by the City during the course of the acquisition process. Recently we have been requested by John Curley, authorized by Deputy Mayor Rosemary McFadden, to prepare an update to the demolition estimate for an additional cost of \$322.39.

Enclosed is an updated proposal, detailing each item of additional work that has been requested over the period of the subject contract, including the recently requested work, for a total amount of \$ 17,822.39 to be budgeted to complete this project.

If you have any questions or need additional information please give me a call.

Very truly yours,
DRESDNER ROBIN


Fred Worstall

FW/

Jersey City
Corporate Office
371 Warren Street, 3rd Floor
P.O. Box 38
Jersey City, NJ 07303-0038
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office
603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Camden Office
433 Market Street, Suite 203
Camden, NJ 08102
PHONE: 856-968-9400
FAX: 856-968-0015

Pennsauken Office
Perks Reutter Division
Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Wayne Office
Hanson Engineering Division
7 Doig Road, Suite 1
Wayne, NJ 07470
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES RELATED TO THE SIXTH STREET EMBANKMENT FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) governing body approved Resolution 05-581 on July 13, 2005 awarding a contract in the amount of \$21,468.94 to Dresdner Robin to perform a preliminary environmental assessment and preliminary site investigation of the Sixth Street Embankment, Project No. 05-019; and

WHEREAS, the City Law Department requested three (3) additional work items for Project No. 05-019 that Dresdner Robin performed and substantially completed as of December 31, 2006; and

WHEREAS, the City requested that Dresdner Robin perform additional work for Project No. 05-019; and

WHEREAS, Dresdner Robin submitted a proposal dated March 20, 2010 covering the three (3) additional work items that have been substantially completed plus additional minor work requested by the Law Department for total amount of \$17,822.39; and

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

1. The contract with Dresdner Robin authorized by Resolution 05-581 approved on July 13, 2005 is amended to increase the sum by the amount of \$17,822.39 for the services requested by the Law Department and performed by Dresdner Robin in connection with the Sixth Street Embankment, Project No. 05-019.
2. The contract with Desdner Robbin is amended to include the additional services related

to the Sixth Street Embankment described in Dresdner Robin's proposal dated March 20, 2010 which is attached hereto as Exhibit A for an amount not to exceed the sum of \$17,822.39.

3. The term of the contract is extended for an additional twelve (12) months.
4. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Dresdner Robin dated _____ shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Dresdner Robin by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN O'REILLY
Business Administrator

ATTEST:

DRESDNER ROBIN

RR
4-20-10

581

AGREEMENT

This Agreement dated the _____ day of _____, 2005 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Dresdner Robin Associates, with offices located at 371 Warren Street, Jersey City, New Jersey 07302-3035 ("Consultant").

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

Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services, including reports, records, and data in connection with the Sixth Street Embankment between Marin Blvd. And Brunswick Avenue, Jersey City, NJ.

Scope of Services

1. Consultant shall perform for the City those professional services determined to be appropriate or necessary in accordance with the scope of services on pages 1 through 4 in the proposal for Environmental Services from Dresdner Robin Associates dated July 6, 2005 attached here as Exhibit A, which is hereby made a part of this Contract.
2. Such described services shall be performed during a period of six (6) months, commencing on the date and month of that this agreement is executed; provided, however, that no work shall commence nor shall the Consultant enter onto the Sixth Street Embankment property until given written authorization to proceed from the City Business Administrator.
3. The scope of services to be performed shall not be materially different from, or more

or less extensive, than those specified above unless such modifications are reduced in writing and signed by the Business Administrator, the authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement shall be Twenty-Three Thousand Eight Hundred Dollars (\$23,800.00).

2. Consultant shall submit to the City invoices showing the services performed and the charges therefore in proportion to the work completed as described in the Scope of Services. Consultant shall provide the City with such additional certifications or information as it reasonably requests in order to evaluate and submit the invoice for payment. Consultant understands that the invoices must be submitted to the governing body of City for approval prior to payment.

Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Agreement.

(A) Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages—covering as insured the Consultant with not less than One Million (\$1,000,000.00) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City, its agents, servants shall be named as additional insured.

(B) Automobile Liability Coverage: covering as insured the Consultant with not less than One Million (\$1,000,000.00) Dollars combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

(C) Workers Compensation Insurance: benefit occurring compensation for the benefit of the employees of the Consultant in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

(D) Professional Liability Insurance: covering as insured the Consultant with not less than One Million (\$1,000,000.00) Dollars limit of liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them for personal injury or death, or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent acts of the Consultant or any one employed by the Consultant.

(a) The policies shall not be canceled, terminated or modified by the Company

unless thirty (3) days prior written notice is sent by registered mail to the **Consultant**, and to the **City**.

(b) The presence of employees of the **City** on the site of the work performed under this contract with the **Consultant** shall not invalidate the policy of insurance.

(c) violation of any of the terms of any other policy issued by the Insurance Company to the **Consultant** shall not invalidate this policy.

2. The **Consultant** agrees to procure and maintain insurance of the kinds and in the amounts herein above provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Agreement.

3. The **Consultant** shall furnish the **City** certificates of such insurance upon execution of this Agreement. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project.

4. The insurance policies described shall be kept in force for the period specified below:

A. Comprehensive General Liability, Automobile Liability coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the **Consultant's** final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Agreement.

Personnel of the Consultant

1. The **Consultant** shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Agreement, including maintenance of schedules, correlation of their work and resolution of all differences between them. The **Consultant** shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the Professional Engineering Services rendered by them. It is understood that all such personnel shall be engaged by the **Consultant** and not the **City**, and the **Consultant** alone is responsible for their work.

2. All personnel assigned to the Project by the **Consultant** shall be required to cooperate fully with personnel assigned to the Project by the **City** and in the event the **Consultant's** personnel fails to cooperate, the **Consultant** shall relieve them of their duties on the Project when mutually agreed by both the **City** and the **Consultant**.

Progress Report

The **Consultant** shall prepare and send to the **City** on a timely basis a report giving the status of the Project. If progress is delayed for any reason, the **Consultant** shall state the reason for such delay in this report.

Suspension or Termination

1. Termination: **City** shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, **Consultant** shall immediately discontinue services. **Consultant** shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by

Consultant in connection with discontinuing the work hereunder, and shall have no further claim against the City with respect thereto.

2. **Suspension**: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this Agreement for a period of time upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Agreement. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against the City with respect thereto.

Nondiscrimination

In connection with the performance of work under this Agreement, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin, and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damage to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by Consultant in the performance of this Agreement. Said Agreement shall

indemnify and defend the City, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

Entire Agreement

1. This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers..

Attest:

Robert Byrne
City Clerk

City of Jersey City

Brian O'Reilly
Business Administrator

WITNESS:

Stefanina Palumbo

DRESDNER ROBIN ASSOC.

Fred Worstell
FRED WORSTELL, President

DRESDNER ROBIN
FEE SCHEDULE
Effective 01/22/2010

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$ 210.00
Director	\$ 175.00
Associate Consultant	\$ 160.00
Professional VII*	\$ 145.00
Professional VI*	\$ 130.00
Professional V*	\$ 115.00
Professional IV*	\$ 105.00
Professional III*	\$ 95.00
Professional II*	\$ 85.00
Professional I*	\$ 75.00
Technician IV**	\$ 95.00
Technician III**	\$ 85.00
Technician II**	\$ 75.00
Technician I**	\$ 70.00
Administrative Support	\$ 65.00
Survey Crew 2-person	\$ 160.00
Survey Crew 3-person	\$ 210.00
Court Testimony (4 hr. Minimum)	\$250.00 / Hour
Public Hearing- Meeting/Testimony	\$650.00 / Meeting

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner

**Technician Designations may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/22/2010



Client's initials: _____

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.
5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
 - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
 - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
 - g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

CITY OF JERSEY CITY

Requisition #
0150128

Assigned PO #

Vendor
DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740

Requisition
Dept. Bill To
ENGINEERING
575 RT. 440
JERSEY CITY NJ 07305

Dept. Ship To
575 RT. 440
JERSEY CITY NJ 07305

Contact Info
CHUCK LEE
2015474419

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PROFESSIONAL SERVICE	04-215-55-862-990	17,822.39	17,822.39
		RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR THE SIXTH STREET EMBANKMENT FOR THE CITY OF JERSEY CITY, DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION			
		FOR PREVIOUS WORK COMPLETED			

Requisition Total 17,822.39

Req. Date: 04/19/2010

Requested By: RUTH

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Dresdner Robin
PO Box 38
Jersey City, NJ 07303-0038

INVOICE

Mr. Chuck Lee
City of Jersey City
575 Route 440
Jersey City, NJ 07305

CITY OF JERSEY CITY - 6TH STREET EMBANKMENT

Invoice #: 10-0361
Invoice Date: 03/20/2010

DR Project #: 0769-003
Client Project #:

This is Dresdner Robin's invoice for professional services rendered through December 31, 2006 for CITY OF JERSEY CITY - 6TH STREET EMBANKMENT.

Work conducted in accordance Jersey City Division of Engineering Authorization includes additional work items for preparation of individual lot PA-SI reports, preparation of a PA report for 3 additional parcels located upon Blocks 446 and 415, preparation of a cost report for embankment removal.

Subtask

EV-01 - PRELIMINARY ASSESSMENT	\$6,659.00
EV-05 - SI REPORT	\$6,910.00
EV-06 - EMBANKMENT REMEDIATION ESTIMATES	\$3,990.00
Direct Labor Consulting Fees:	\$17,559.00
1.5% Communications Fee:	\$263.39

This Invoice (#10-0361) Total:	\$17,822.39
---------------------------------------	--------------------

Payment Address:

Attn: Accounts Receivable
Dresdner Robin Inc.
PO Box 38
Jersey City, NJ 07303-0038

Payment Due Upon Receipt.

Please make checks payable to "Dresdner Robin", and reference invoice #10-0361.

Should you have any questions, please do not hesitate to contact the project manager:

Fred Worstell at 201-217-9200 x234.

Previous Balance:	\$0.00
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This Invoice:	\$17,822.39
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Current Balance:	\$17,822.39
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CITY OF JERSEY CITY - 6TH STREET EMBANKMENT

Invoice #: 10-0361
Invoice Date: 03/20/2010

DR Project #: 0769-003
Client Project #:

Consulting Fee Detail

Task EV-01 - PRELIMINARY ASSESSMENT

Direct Labor	Rate	Hours	
Technician III	65.00	1.0	\$65.00
Professional II	84.00	78.5	\$6,594.00
Task EV-01 Labor Total:			\$6,659.00

Task EV-05 - SI REPORT

Direct Labor	Rate	Hours	
Technician II	60.00	19.5	\$1,170.00
Technician III	65.00	18.0	\$1,170.00
Professional II	84.00	40.0	\$3,360.00
Professional V	110.00	11.0	\$1,210.00
Task EV-05 Labor Total:			\$6,910.00

Task EV-06 - EMBANKMENT REMEDIATION ESTIMATES

Direct Labor	Rate	Hours	
Technician II	60.00	10.5	\$630.00
Professional II	84.00	40.0	\$3,360.00
Task EV-06 Labor Total:			\$3,990.00

Invoice - Hour Detail

Invoice 10-0361 - 3/20/2010
 0769-003 - CITY OF JERSEY CITY - 6TH STREET EMBANKMENT

EV-01 - PRELIMINARY ASSESSMENT

R Mailhot	1/16/2006	20083 Phase ESA - PA - HWS - Report Preparation	1.5	84.00	\$126.00	Block 212 PA
R Mailhot	1/17/2006	20083 Phase ESA - PA - HWS - Report Preparation	7.5	84.00	\$630.00	Create separate PA for Block 212, start on Block 247
R Mailhot	1/18/2006	20083 Phase ESA - PA - HWS - Report Preparation	5.0	84.00	\$420.00	Draft PA for Block 247, Lot 50A
R Mailhot	1/19/2006	20083 Phase ESA - PA - HWS - Report Preparation	8.0	84.00	\$672.00	Continue individual PAs (247, 280, 317, 354, 389, 1)
R Mailhot	1/20/2006	20083 Phase ESA - PA - HWS - Report Preparation	7.0	84.00	\$588.00	Finish Individual PAs for Blocks 212, 247, 280, 317, 354
R Mailhot	1/23/2006	20083 Phase ESA - PA - HWS - Report Preparation	5.0	84.00	\$420.00	Finish draft of Block 389, 1 and investigate historical site issue
R Mailhot	1/24/2006	20083 Phase ESA - PA - HWS - Report Preparation	5.0	84.00	\$420.00	PA Draft for Block 446, Lot 18A and go to city hall to clarify tax lots.
R Mailhot	1/26/2006	20039 Phase ESA - PA - HWS - File Reviews - Out of Off	1.0	84.00	\$84.00	Block 446 and 415
R Mailhot	1/26/2006	20083 Phase ESA - PA - HWS - Report Preparation	1.5	84.00	\$126.00	Block 446
R Mailhot	1/27/2006	20034 Phase ESA - PA - HWS - Document Review	1.5	84.00	\$126.00	Block 446
R Mailhot	1/30/2006	20083 Phase ESA - PA - HWS - Report Preparation	3.0	84.00	\$252.00	Block 446
R Mailhot	1/31/2006	20083 Phase ESA - PA - HWS - Report Preparation	4.0	84.00	\$336.00	Block 415 and 446 reports
R Mailhot	2/1/2006	20083 Phase ESA - PA - HWS - Report Preparation	7.0	84.00	\$588.00	Block 415 and 446
R Mailhot	2/2/2006	20083 Phase ESA - PA - HWS - Report Preparation	2.0	84.00	\$168.00	Finish 8 individual PAs
R Mailhot	9/15/2006	20083 Phase ESA - PA - HWS - File Reviews - Out of Off	0.5	84.00	\$42.00	NUDEP FOIA for 415 and 446
N.Kasimis	9/25/2006	20034 Phase ESA - PA - HWS - Document Review	1.0	65.00	\$65.00	Review status of PAs
R Mailhot	10/10/2006	20083 Phase ESA - PA - HWS - Report Preparation	0.5	84.00	\$42.00	Comments on Block 247
R Mailhot	10/11/2006	20083 Phase ESA - PA - HWS - Report Preparation	1.0	84.00	\$84.00	Final changes to PA for Block 247
R Mailhot	10/12/2006	20083 Phase ESA - PA - HWS - Report Preparation	3.0	84.00	\$252.00	Block 247
R Mailhot	10/13/2006	20083 Phase ESA - PA - HWS - Report Preparation	1.0	84.00	\$84.00	Block 247
R Mailhot	10/19/2006	90054 Administration - Misc. Office Work	6.0	84.00	\$504.00	
R Mailhot	11/14/2006	20083 Phase ESA - PA - HWS - Report Preparation	1.0	84.00	\$84.00	415 and 446
R Mailhot	11/15/2006	20083 Phase ESA - PA - HWS - Report Preparation	2.0	84.00	\$168.00	Block 415 and 446
R Mailhot	11/16/2006	20090 Phase ESA - PA - HWS - Site Visit	1.0	84.00	\$84.00	Second Recon of Block 415 and 446
R Mailhot	11/17/2006	20083 Phase ESA - PA - HWS - Report Preparation	4.0	84.00	\$336.00	Block 415 & 446
R Mailhot	11/21/2006	20083 Phase ESA - PA - HWS - Report Preparation	3.0	84.00	\$252.00	complete drafts of 415 and 446
			86.5		\$7,247.00	

EV-05 - SI REPORT

J Ayars 1/3/2006 21018 Site Investigation - Remedial Investigation - Remedi 0.5 60.00 \$30.00 Trying to obtain data to start lab analytical results table

J Ayars	1/4/2006	21018 Site Investigation - Remedial Investigation - Remedi	3.0	60.00	\$180.00	Lab analytical result tables
J Ayars	1/5/2006	21018 Site Investigation - Remedial Investigation - Remedi	1.5	60.00	\$90.00	Revisions to lab analytical results tables
R Mailhot	1/18/2006	21018 Site Investigation - Remedial Investigation - Remedial Action - Data Analysis - Interpretation	1.0	84.00	\$84.00	Analyze invoice, determine correct number of samples, request missing lab report
J Ayars	1/25/2006	21018 Site Investigation - Remedial Investigation - Remedi	0.5	60.00	\$30.00	Checking to see if all data are in the analytical tables
J Chiappetta	2/1/2006	90054 Administration - Misc. Office Work	2.0	84.00	\$168.00	SI reports
J Villacis	2/3/2006	27078 Environmental - Other - Project Management and Co	0.5	60.00	\$30.00	po for united rental
J Chiappetta	2/8/2006	90054 Administration - Misc. Office Work	3.0	84.00	\$252.00	si report
J Chiappetta	2/13/2006	90054 Administration - Misc. Office Work	3.0	84.00	\$252.00	si report
J Ayars	2/14/2006	21018 Site Investigation - Remedial Investigation - Remedial Action - Data Analysis - Interpretation	5.5	60.00	\$330.00	revising tables into separate blocks, creating sample summary tables and sample location/exceedance figures
J Chiappetta	2/14/2006	90054 Administration - Misc. Office Work	2.0	84.00	\$168.00	
J Ayars	2/15/2006	21018 Site Investigation - Remedial Investigation - Remedi	1.5	60.00	\$90.00	EDDs and trying to find information for soil boring logs
O PYATTIGOR	2/15/2006	21083 Site Investigation - Remedial Investigation - Remedi	3.0	65.00	\$195.00	create dwg jh/jchp
J Ayars	2/16/2006	21018 Site Investigation - Remedial Investigation - Remedi	0.5	60.00	\$30.00	Revising EDDs with correct coordinates
O PYATTIGOR	2/16/2006	21083 Site Investigation - Remedial Investigation - Remedi	2.5	65.00	\$162.50	createdwg g in coordinate jh/jchp
J Chiappetta	2/17/2006	21083 Site Investigation - Remedial Investigation - Remedi	4.0	84.00	\$336.00	SI reports, figures, tables
O PYATTIGOR	2/17/2006	21083 Site Investigation - Remedial Investigation - Remedi	3.0	65.00	\$195.00	insert exceedances result jh
J Ayars	2/21/2006	21018 Site Investigation - Remedial Investigation - Remedi	2.0	60.00	\$120.00	QA/QC figures and revisions to figures; revisions to soil result tables
J Chiappetta	2/21/2006	90054 Administration - Misc. Office Work	3.5	84.00	\$294.00	reports
O PYATTIGOR	2/21/2006	21083 Site Investigation - Remedial Investigation - Remedi	2.0	65.00	\$130.00	ADD INFO, TABLES, SB LOCATIONS JH/JCHP
J Chiappetta	2/22/2006	90054 Administration - Misc. Office Work	4.5	84.00	\$378.00	reports
J Chiappetta	2/23/2006	90054 Administration - Misc. Office Work	4.0	84.00	\$336.00	incorporate old si into reports
J Ayars	4/24/2006	21083 Site Investigation - Remedial Investigation - Remedi	1.0	60.00	\$60.00	Compiling SI's
J Chiappetta	4/24/2006	90054 Administration - Misc. Office Work	2.0	84.00	\$168.00	put the SI reports together
O PYATTIGOR	4/24/2006	21083 Site Investigation - Remedial Investigation - Remedi	0.5	65.00	\$32.50	PLOT FILES JCHP
O PYATTIGOR	9/20/2006	21083 Site Investigation - Remedial Investigation - Remedi	2.5	65.00	\$162.50	create dwg rmlwd
J Ayars	9/21/2006	20083 Phase I ESA - PA - HWS - Report Preparation	1.0	60.00	\$60.00	Revising PA's for 6 properties
J Chiappetta	9/21/2006	90054 Administration - Misc. Office Work	3.0	84.00	\$252.00	SI report
R Mailhot	9/21/2006	21083 Site Investigation - Remedial Investigation - Remedi	5.0	84.00	\$420.00	Revise PA section of SI, organize repro, KSCL and Boring Figures
W DELANEY	9/21/2006	21078 Site Investigation - Remedial Investigation - Remedi	2.0	110.00	\$220.00	reports
J Ayars	9/22/2006	20083 Phase I ESA - PA - HWS - Report Preparation	2.5	60.00	\$150.00	Starting to help get attachments around for PA/SI reports for 6 properties
N Kasimis	9/22/2006	20034 Phase I ESA - PA - HWS - Document Review	2.0	65.00	\$130.00	Creation of KCSL and figure 1 (usgs map) for pa report.
O PYATTIGOR	9/22/2006	21083 Site Investigation - Remedial Investigation - Remedi	1.0	65.00	\$65.00	verify dwg and plot rml
R Mailhot	9/22/2006	21083 Site Investigation - Remedial Investigation - Remedi	2.0	84.00	\$168.00	Complete draft of Block 247,
R Mailhot	9/22/2006	21083 Site Investigation - Remedial Investigation - Remedi	3.5	84.00	\$294.00	Make rev to block 212, 280, 317, 354 and 389
W DELANEY	9/22/2006	21078 Site Investigation - Remedial Investigation - Remedi	2.0	110.00	\$220.00	reports

Dawn Odom - Re: FW: 6th Street

From: Chuck Lee
To: Dawn Odom
Date: 4/21/2010 7:40 AM
Subject: Re: FW: 6th Street
CC: William Goble

The request for additional work came from Rosemary McFadden and Jack Curley. See below emails.

Chuck F. Lee, P.E.
Assistant City Engineer
575 Route 440
Jersey City, NJ 07305
201-547-4419 office
201-547-6848 fax

>>>

From: Fred Worstell <FWorstell@dresdnerrobin.com>
To: Chuck Lee <CLee@jcnj.org>
Date: Tuesday, April 20, 2010 5:07 PM
Subject: FW: 6th Street

Per your request

From: John J. Curley [mailto:JCurley@curlaw.com]
Sent: Tuesday, March 23, 2010 4:21 PM
To: Fred Worstell
Subject: FW: 6th Street

Fred

The City is looking for a fee proposal to update your engineering cost study of extraordinary development costs.

Jack

=====
John J. Curley, Esq.

John J. Curley LLC
Harborside Financial Center
1202 Plaza Ten
Jersey City, NJ 07311
Tel: (201) 217-0700 Fax: (201) 217-9765
=====

From: Rosemary McFadden [mailto:RMcFadden@jcnj.org]
Sent: Tuesday, March 23, 2010 1:57 PM
To: John J. Curley
Cc: William Matsikoudis
Subject: 6th Street

Jack,

We had another conference call with Chief Justice et al yesterday.

We have identified a solid \$3M (and possibly \$4.5M) from the Port Authority which is earmarked for the purchase of the Embankment.

In order to have the monies released: 1/ we need an appraisal of the property; and 2/a copy of the signed settlement. We continue to work on the later.

When was the last appraisal done? and are you getting us a new one?

thanks
ro

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

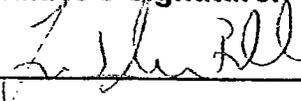
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print): Fred Worstell/President

Representative's Signature:



Name of Company:

Dresdner Robin

Tel. No.: 201-217-9200 Date: 4/6/09

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

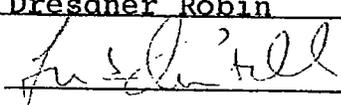
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: Dresdner Robin
SIGNATURE:  DATE: 4/6/09
PRINT
NAME: Fred Worstell TITLE: President

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2006** to **15-JAN-2013**

**DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
371 WARREN STREET
JERSEY CITY NJ 07302 3035**



State Treasurer

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

The contractor and the President of Dresdner Robin, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

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

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

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

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

Representative's Name/Title

Print): Fred Worstell/President

Representative's Signature:



Name of Company:

Dresdner Robin

Tel. No.: 201-217-9200

Date: 4/6/09

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 qualification statement.

Business Name: Dresdner Robin

Address: 371 Warren Street, 3rd Floor, Jersey City, NJ 07302

Telephone No.: 201-217-9200

Contact Name: M. Eugene Back

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

TAXPAYER NAME:

DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT,

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-142-211/000

SEQUENCE NUMBER:

0104629

ADDRESS:

371 WARREN ST P O BOX 38
JERSEY CITY NJ 07303-0038

ISSUANCE DATE:

09/05/02

EFFECTIVE DATE:

12/12/91

FORM-BRC(08-01)

John S. Tully
Active Director

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

State of New Jersey

Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

DRESDNER ROBIN ENVIRONMENTAL MGMT., INC.
371 WARREN STREET
Jersey City NJ 07302

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying

09/01/2008

08/31/2010

Person in Responsible Charge

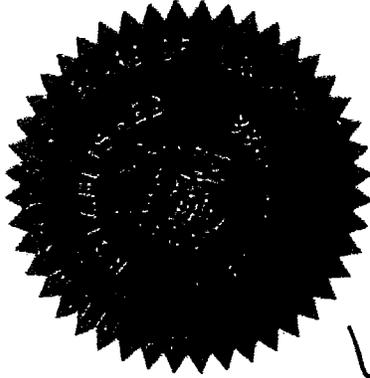
FREDERICK W WORSTELL

For the names of other Responsible Charge Licensees, go to: <http://www.niconsumeraffairs.com/pels/certupt.pdf>

Date: November 18, 2008

Certificate No. 24GA27926000

Expiration: 08/31/2010



Executive Director

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Fred Worstell	30 Oak Ridge Road Basking Ridge, NJ 07920	75

SIGNATURE: *Fred Worstell*
Fred Worstell

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY April 6 OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey My Commission Expires June 17, 2013 Thomas M. [Signature]
MY COMMISSION EXPIRES: 20

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

APPENDIX A:

City of Jersey City - Division of Engineering
RFQ - General Civil Engineering Services 2009-2011

**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 Dresdner Robin (name of business entity) has not made any reportable contributions in the **one-year period preceding April 7, 2009 (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 Dresdner Robin (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: Dresdner Robin

Signed [Signature] Title: President

Print Name Fred Worstell Date: April 6, 2009

Subscribed and sworn before me
this 6th day of April, 2009 _____ (Affiant)

My Commission expires: _____
[Signature]
My Commission Expires June 17, 2013
Fred Worstell- President
(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.

Project No: 05-019

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

City Clerk File No. Res. 05-581

Agenda No. 10. Z. 20

Approved: JUL 13 2005

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DRESDNER ROBINS ASSOCIATES FOR ENVIRONMENTAL AND EMERGENCY SERVICES

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

WHEREAS, the Municipal Council of Jersey City authorized the submittal of Green Acres Applications for Acquisition of the Sixth Street Embankment; and

WHEREAS, the City of Jersey City needs to perform a Preliminary Environmental Assessment, obtain soil sampling, and continue the full Site Assessment of the aforementioned property to fulfill the obligations under the Green Acres Acquisition Program, and

WHEREAS, Dresdner Robin Associates has completed a Preliminary Site Investigation of the property for the Jersey City Redevelopment Agency; and

WHEREAS, Dresdner Robin Associates has agreed to perform the work required (more particularly described in Exhibit A annexed to the attached proposed Agreement) for the sum of \$23,800.00; and

WHEREAS, pursuant to Local Public Contracts Law (N.J.S.A. 5:34-1, et seq) this professional services contract may be issued upon approval of a Resolution.

WHEREAS, Dresdner Robin Associates has the existing knowledge and professional experience with the Sixth Street Embankment to identify and deal with the unforeseen conditions encountered and additional samples needed for a full Site Investigation; and

WHEREAS, funds for this Resolution for Professional Services are available from the following accounts:

04-215-55-357-990 \$23,333.86

04-215-55-524-990 \$ 466.14

PO: 27432

PO 27433

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

1. The Mayor or Business Administrator is hereby authorized to execute a Professional Services Contract, subject to review and approval of the professional contract by the Corporation Council, authorizing the contract for a total amount of \$23,800.00.

Continuation of Resolution _____
 City Clerk File No. Res. 05-581
 Agenda No. 10.7.20.

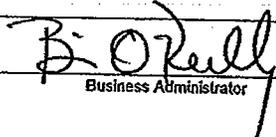
TITLE: JUL 13 2005

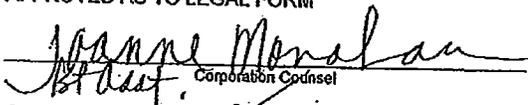
2. A copy of this Resolution be published in a general circulation newspaper within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution pursuant to N.J.S.A. 40A:11-1, et seq.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. This agreement shall be subject to the condition of satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against discrimination, N.J.S.A. 10:5-31 et. seq.

I hereby certify that funds are available in Account Nos. 04-215-55-357-990 and 04-215-55-524-990


 Donna Mauer, Acting Chief Financial Officer

VERIFIED AND ENCUMBERED AS TO:
 AVAILABILITY OF FUNDS \$ 23,800.00
 ACCOUNT NO. See above
 PO NO. L-27432 - 7-27433
 BY: _____
 CITY CONTROLLER

APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

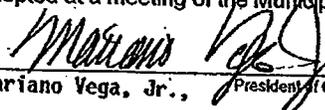
Certification Required
 Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7/13/05											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			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., President of Council


 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

A RESOLUTION FOR A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF JERSEY CITY DEPARTMENT OF BUSINESS ADMINISTRATION ,DIVISION OF ENGINEERING AND DRESDNER ROBIN ASSOCIATES FOR ENVIRONMENTAL AND EMERGENCY SERVICES.

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

Betty Kearns, Environmental Specialist, Division of Engineering.

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

To perform a Preliminary Environmental Assessment and continue the Site Investigation for contamination on the Sixth Street Embankment.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The Preliminary Assessment is needed for compliance with the Green Acres Acquisition Program. The Site Investigation is needed for the Appraisals Survey will enable architect and engineer to develop preliminary design schemes for a public facility.

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

04-215-55-357-990	23,333.86
04-215-55-524-990	466.14

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

Immediately upon execution of contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Six (6) months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

William R. Goble
William Goble, P.E.
Municipal Engineer

7/8/05
Date

Brian O'Reilly
Business Administrator

DATE

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

City Clerk File No. Res. 10-305

Agenda No. 10.X

Approved: MAY 12 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NICHOLAS SETTEDUCATO, P.E., P.P., FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City requires the Professional Engineering Services of an Engineer to review Site Plans, Subdivisions, Franchise Ordinances, Street Vacations and Dedications, TWA permits and other similar services; review cost estimates for roadway projects as compared to the approved budgetary allocation; and

WHEREAS, Mr. Nicholas Setteducato, a professional Engineer and Planner, P.O. box 2226, Brookdale Station, Bloomfield, New Jersey 07003, agrees to provide engineering services for the review of Site Plans, Subdivisions, Franchise Ordinances, Street Vacations and Dedications, TWA permits and other similar services; review cost estimates for roadway projects as compared to the approved budgetary allocations; and

WHEREAS, Mr. Nicholas Setteducato is qualified to perform these services and submitted a proposal dated April 4, 2010 indicating that he will provide these services at a fee of \$65.00/hr., not to exceed \$35,000.00 for the term of the contract; and

WHEREAS, these services qualify as professional services exempt from public bidding under Local Public Contract Law, N.J.S.A. 40A:11-1 etc. 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-20.5 (Pay to Play Law); and

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

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

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

WHEREAS, Mr. Nicholas Setteducato has submitted a chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, funds in the amount of \$35,000.00 are available for this expenditures in the operating account 01-201-20-113-312; and

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

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NICHOLAS SETTEDUCATO, P.E., P.P., FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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 Nicholas Setteducato, P.E., P.P., for providing engineering consulting services for a total contract amount not to exceed \$35,000.00;
- 2) The term of the contract shall be 12 months from the date the contract is executed by the City's Business Administrator;
- 3) This agreement is awarded without competitive bidding as a Professional Services Agreement under 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 10 days of its adoption;
- 5) This agreement shall be subject to the condition that the consultant provides satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and
- 6) The Business Entity Disclosure Certification, chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
- 7) The certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, Section 3-51.1 of the City Codes.

I Donna Mauer (Donna Mauer), hereby certify that funds in the amount of \$35,000.00 are available in the Account No. 01-201-20-113-312 for payment of this Resolution. PO 99789

CFL:rg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

135 Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/12/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP		✓		VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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 FACT SHEET

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

1. Full Title of Resolution Agreement

Resolution Authorizing the Award of a Professional Engineering Services Contract to Nicholas Setteducato, PE, PP for the Department of Administration, Division of Engineering.

2. Name and Title of Person Initiating the Resolution:

William R. Goble, P.E., PP, City Engineer

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

Professional Engineering Services

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

Engineering services include: 1) Review of Site, Plans, Sub-Divisions, Franchise Ordinances, Street Vacations and Dedications, TWA permits. 2) Review cost estimates for roadway projects.

5. Anticipated Benefits to the Community:

Professional services provided to secure compliance with the Jersey City Standards on roadway, water and sewer projects.

6. Cost of Proposed, Program or Purchase: (If equipment purchase, What does it Replace: How will the Program or Purchase be Funded)

\$35,000.00

7. Date Proposed Program or Project will Commence:

Immediately.

8. Anticipated Completion Date:

Twelve Months

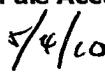
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

William R. Goble, P.E.	(201) 547-4411	
NAME	PHONE	EVENING

10. Additional Comments:

I certify that all the Facts Presented Herein are Accurate.


Signature of Division Director


Date

Signature of Department Director

Date

NICHOLAS M. SETTEDUCATO, P.E., P.P.
P.O. Box 1116 • Brookdale Station
Bloomfield, New Jersey 07003

RECEIVED

Engineering • Marketing

Tel 10 APR - 973 888 8152

Date: 4.7.10
CITY OF JERSEY CITY
ENGINEERING
DIRECTOR'S OFFICE

Chuck F. Lee, Assistant City Engineer
City of Jersey City
Division of Engineering
575 Rt. 440
Jersey City, N.J. 07305

Re: Proposal For Professional
Engineering Services

Dear Mr. lee:

I am pleased to submit my proposal for providing Professional Engineering Services to the Division of Engineering in connection with the following tasks:

- Review and analysis of site plan developments, and to prepare written commentary, as required, to the City Planning Board and the Board of Adjustment.
- Make recommendations with respect to the "posting of developer bonds" dealing with both unfinished work and quality of performance.
- Review developer requests for a Franchise Ordinance and/or a street vacation.
- Assist the Division of Engineering with review of various private and public development and reconstruction projects.
- Review proposals by and attend meetings with the Infrastructure Planning Group.

Respectfully, I request an all-inclusive fee of \$65.00 per hour to execute the above-outlined tasks and a total fee for a one-year period not to exceed \$35,000.00. I look forward to this opportunity to work with your office in behalf of the City of Jersey City.

Sincerely yours,


Nicholas M. Setteducato, P.E., P.P.

NMS/abz

CITY OF JERSEY CITY

Requisition #
0150270

Assigned PO #

Requisition

Vendor
NICHOLAS SETTEDUCATO
33 MERKEL DRIVE
POB 1116, BROOKDALE STATION
BLOOMFIELD NJ 07003
SE500098

Dept. Bill To
ENGINEERING
575 RT. 440
JERSEY CITY NJ 07305

Dept. Ship To
575 RT. 440
JERSEY CITY NJ 07305

Contact Info
CHUCK LEE
2015474419

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	EA	PROFESSIONAL SERVICE	01-201-20-113-312	35,000.00	35,000.00
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO NICHOLAS SETTEDUCATO, P.E., P.P., FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION					

Requisition Total 35,000.00

Req. Date: 05/04/2010

Requested By: RUTH

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

AGREEMENT

AGREEMENT made this ____ day of April, 2010 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Nicholas Setteducatio, PE, PP, P.O. Box 2226, Brookdale Station, Bloomfield, New Jersey 07003 (hereinafter referred to as "Consultant").

WHEREAS, the City requires the services of a professional engineering firm in order to review site plans, subdivisions, franchise ordinances, street vacation and dedications, TWA permits and other similar services, and review cost estimates for roadway projects; and

WHEREAS, Nicholas Setteducatio, PE, PP, has agreed to provide these services for one (1) year at the rate of \$65.00 per hour for a total contract amount not to exceed \$35,000.00; and

WHEREAS, Consultant has the skills and expertise necessary to provide these services to the City.

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

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Consultant to provide engineering services which shall include the review of site plans, subdivisions, franchise ordinances, street vacation and dedications, TWA permits and other similar services, and review cost estimates for roadway projects.

ARTICLE II Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated April 4, 2010 which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of 12 months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive \$65.00 per hour for a total contract amount not to exceed \$35,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Municipal Engineer. Each invoice shall include a description of all services and materials for which the invoice is being submitted and the number of hours worked by the Consultant. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI
Termination

1. The City shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE X
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE XII
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

ARTICLE XV
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any

right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

ARTICLE XVIII

New Jersey Business Registration Requirements

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

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

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

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

tion copy not properly provided under a contract with a contracting agency.

ARTICLE XIX
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XX
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XIX
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN O'REILLY
Business Administrator

ATTEST:

NICHOLAS SETTEDUCATO, PE, PP

RR
4-19-20

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

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 MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT BEO-J REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 149-20-0459

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: NONE

4. COMPANY NAME: Nicholas M. SETTEDUCATO

5. STREET: P.O. BOX 1116 - Brockdale Sta. Bloomfield, Essex, N.J. 07003

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): N/A

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

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: NONE

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: NONE

10. PUBLIC AGENCY AWARDED CONTRACT: NONE

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	<u>NONE</u>													
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) N/A

13. DATES OF PAYROLL PERIOD USED
 From: N/A To: N/A

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

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. 11 DAY 15 YEAR 07

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Nicholas M. Setteducato

SIGNATURE: [Signature] TITLE: Individual No Title DATE: 11/15/08

17. ADDRESS NO. & STREET: Ditto / Same As Above CITY: Bloomfield COUNTY: Essex STATE: N.J. ZIP CODE: 07003 PHONE (AREA CODE, NO., EXTENSION): 973-338-8152

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 indemnify, 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: Nicholas M. Setteducato
Representative's Signature: *Nicholas M. Setteducato*
Name of Company: _____
Tel. No.: 993-338-8152 Date: 11/15/08

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Nicholas M. Setteducato

SIGNATURE: Nicholas M. Setteducato DATE: 11/15/08

PRINT NAME: Nicholas M. Setteducato TITLE: Owner/Sole Proprietor

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)

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

The undersigned vendor certifies 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): _____

Nicholas M. Setteacqua / owner

Representative's Signature: _____

Name of Company: *same as above*

Tel. No.: *973-330-8152* Date: *11/15/08*

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/lfn/menu.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 ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

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

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

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

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

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

County Name: Atlantic

State: Governor, and Legislative Leadership Committees

Legislative District #: 1, 2, & 9

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

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

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

Absecon City

Atlantic City

Brigantine City

Buena Borough

Buena Vista Township

Corbin City

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Hamilton Township

Hammonton Town

Linwood City

Longport Borough

Margate City

Mullica Township

Northfield City

Pleasantville City

Port Republic City

Somers Point City

Ventnor City

Weymouth Township

Boards of Education (Members of the Board):

Absecon City

Atlantic City

Buena Regional

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Greater Egg Harbor Regional

Hamilton Township

Hammonton Town

Longport

Mainland Regional

Mullica Township

Northfield City

Pleasantville City

Somers Point City

Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No. 1

Buena Borough Fire District No. 2

Buena Vista Township Fire District No. 1

Buena Vista Township Fire District No. 2

Buena Vista Township Fire District No. 3

Buena Vista Township Fire District No. 4

Buena Vista Township Fire District No. 5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Nicholas M. Setteducato*

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

OR *N/A*

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

N/A

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <i>NONE</i>	Name:
Home Address:	Home Address:
Name: <i>"</i>	Name:
Home Address:	Home Address:
Name: <i>"</i>	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2___	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

◀NAME OF CONTRACTING AGENCY▶

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Mary Spinello for Council   | Healy for Mayor 2009                   |
| Friends of Steve Lipski                |                                        |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

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

**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: Nicholas M. Setteducato  
 Signed: Nicholas M. Setteducato Title: owner -- No Title  
 Print Name: Nicholas M. Setteducato Date: 11/15/08

|                                                                                                                                                                                                                  |                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>15</u> day of <u>November</u> , 2008.<br><br>My Commission Expires <u>Ruth Gonzalez</u><br><b>RUTH GONZALEZ</b><br>NOTARY PUBLIC OF NJ<br>MY COMMISSION EXPIRES 4/27/2009 | _____<br>(Affiant)<br>_____<br>(Print name & title of affiant) (Corporate Seal) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nicholas M. Setteducato (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding DECEMBER 17, 2008 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Nicholas M. Setteducato (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: Nicholas M. Setteducato

Signed Nicholas M. Setteducato Title: Owner

Print Name Nicholas M. Setteducato Date: 12/8/08

Subscribed and sworn before me  
this 8th day of DEC, 2008.

My Commission expires:

Ruth Gonzalez  
RUTH GONZALEZ  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES 4/27/2009

(Affiant)

(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.

**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 Nicholas M. Setteducato (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding DECEMBER 17, 2008 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Nicholas M. Setteducato (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: Nicholas M. Setteducato

Signed Nicholas M. Setteducato Title: Owner

Print Name Nicholas M. Setteducato Date: 12/18/08

Subscribed and sworn before me  
this 8 day of DEC, 2008.

My Commission expires:

\_\_\_\_\_  
(Affiant)

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

Ruth Gonzalez  
RUTH GONZALEZ  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES 4 / 27 / 2009

\*\*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.

Sincerely,

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

SETTEDUCATO, NICHOLAS M

TRADE NAME:

ADDRESS:

33 MERKEL DR  
BLOOMFIELD NJ 07003

SEQUENCE NUMBER:

1354515

EFFECTIVE DATE:

09/13/07

ISSUANCE DATE:

09/13/07

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

FORM BR-08-01

This certificate is not assignable or transferable. It must be conspicuously displayed at above address.

000082

State of New Jersey  
Department of The Treasury  
Division of Revenue  
PO Box 252  
Trenton NJ 08646-0252

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
TRENTON, NJ  
Permit No. 21

SETTEDUCATO, NICHOLAS M  
PO BOX 1116 BROOKDALE STATION  
BLOOMFIELD NJ 07003



**E.C.S. EMPLOYER COMPLIANCE SERVICE**

611 Pennsylvania Ave. S.E. #4000 • Washington, D.C. 20003-4303

NUMBER OF THIS NOTICE: 3421209  
DATE OF THIS NOTICE: 6/06/05  
REFERENCE NUMBER: 07292 NJ-0

**REGULATORY POSTING ALERT!**

NOTICE TO EMPLOYERS: A mandatory update to New Jersey state postings has been released. The state minimum wage has been raised to \$6.15 per hour effective 10/1/2005 and \$7.15 per hour effective 10/1/2006. This posting update is required by law under the New Jersey Code.

Call toll-free 800-256-7083 now to get in full compliance immediately.

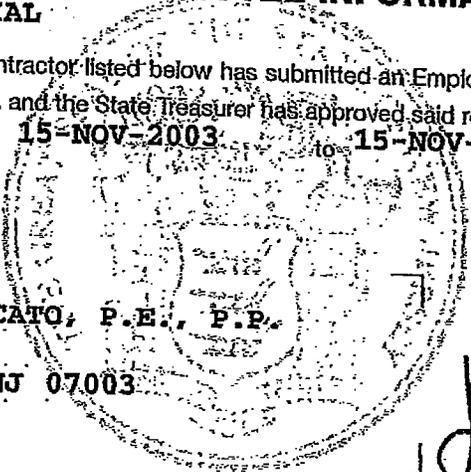
According to New Jersey and federal law, employers are required to post the following notices at most business locations. Failure to do so could subject your company to the fines listed below and strengthen employees' legal claims against you in civil court. Some posters may be available at no charge by contacting each of the appropriate state and federal agencies directly. To obtain all of the posters you need in one complete set, respond to this notice immediately by calling toll-free 800-256-7083 or returning the request form below.

POSTINGS REQUIRED BY THE STATE OF NEW JERSEY

Certification 34749

**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-NOV-2003** to **15-NOV-2010**



**NICHOLAS M. SETTEDUCATO, P.E., P.P.**  
33 MERKEL DRIVE  
BLOOMFIELD NJ 07003

*John Blawie*

State Treasurer

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

City Clerk File No. Res. 10-306

Agenda No. 10.Y

Approved: MAY 12 2010

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DR. JOSEPH F. POPOVICH TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED

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

**WHEREAS**, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

**WHEREAS**, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

**WHEREAS**, Joseph F. Popovich, M.D., F.A.C.S., PC, 159 Palisade Avenue, Jersey City, N.J. 07306 is a licensed physician capable of providing such services; and

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

**WHEREAS**, Dr. Popovich agrees to provide his services to the Committee for a one year period effective as of January 1, 2010; and

**WHEREAS**, the maximum amount of the agreement is \$16,000.00 which is available in Account No. 01-201-113-312; and

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

**WHEREAS**, Dr. Popovich has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Joseph F. Popovich, M.D., F.A.C.S., PC for providing medical advice to the Committee for a total contract amount of \$16,000.00 to be paid in monthly installments;
2. The term of the agreement is for one (1) year effective as January 1, 2010 and expiring on December 31, 2010;

JDS:pcl  
(4.27.10)

continued.....

**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 : Joseph F. Poyrouk MD/PC  
Address : 159 Poyrouk Ave.  
Telephone No. : 201 217 4110.  
Contact Name : Joseph Poyrouk, MD.

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.

## AGREEMENT

Agreement made this      day of                      , 2010 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07307;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

SP

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

1.      **Scope of Services:**

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2.      **Term:**

The term of this Agreement is for one (1) year effective as of January 1, 2010 and terminating on December 31, 2010.

3.      **Fee Schedule:**

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$16,000.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

If deemed necessary by the City's Risk Manager, Dr. Popovich shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. Termination:

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. Choice of Law:

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

10. Modification:

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

11. Counter-parts:

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

12. Paragraph Headings:

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. Severability:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

14. Indulgences:

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian O'Reilly  
Business Administrator  
City Hall, 280 Grove St.  
Jersey City, N.J. 07302

Dr. Joseph F. Popovich  
159 Palisade Avenue  
Jersey City, N.J. 07307

16. New Jersey Business Registration Requirements:

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

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

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

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

17. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contrac-

tor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: \_\_\_\_\_  
Brian O'Reilly  
Business Administrator

By: \_\_\_\_\_  
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

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

\_\_\_\_\_

RR  
12-9-09

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

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

Resolution authorizing a professional services agreement with Dr. Joseph F. Popovich to assist the Municipal Council Committee on Parking for the Disabled

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

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the recommendation of The Municipal Council Committee for Disabled Parking.

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

Authorize a professional services agreement between the City of Jersey City and Dr. Popovich for him to review applications submitted by disabled individuals for a reserved parking space at their residence and make recommendations regarding the application. This contract will begin January 1, 2010 and end December 31, 2010.

**4. Reasons (need) for the proposed program, project, etc.:**

The Committee requires the services of a Physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces.

**5. Anticipated benefits to the community:**

To make certain that only those disabled individuals who are truly in need of a reserved parking space are approved for one.

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

The maximum amount of the agreement is \$16,000.00.

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

Upon adoption by the Jersey City Municipal Council

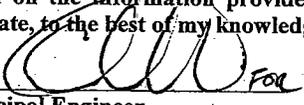
**9. Person responsible for coordinating proposed program, project, etc.:**

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, ex. 4492

**10. Additional comments:**

The professional services agreement will begin January 1, 2010 and end December 31, 2010.

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

8/29/10  
Date

Signature of Department Director

Date



## MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local 68-68A, AFL-CIC**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the International Union of Operating Engineers, Local 68-68A, AFL-CIC ("Local 68-68A" or "Union") have agreed constitute the successor Agreement between the City and Local 68-68A for the period of January 1, 2009 through December 31, 2011 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City.

Except as modified herein, the existing terms and conditions set forth in the 2005 through 2008 Local 68-68A Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 68-68A.

### Article 4

Paragraph A – Delete in its entirety. Replace with paragraph B.

### Article 5

Delete in its entirety and insert:

A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

## **Article 6**

Paragraph C – Add new sentence to Section 1 as follows: “Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action.”

Paragraph C2 – Delete in its entirety.

Paragraph D – Add new sentence to Section 3 as follows: “Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease.

Paragraph D4 – Delete the second sentence in its entirety.

## **Article 7 Part A**

Paragraph A – Insert new language to read: Effective January 1, 2010, all employees in the bargaining unit shall be entitled to three (3) personal days per annum.

## **Article 7 Part B**

Remove in its entirety.

## **Article 17**

Modify as set forth below:

Paragraph A – Delete in its entirety and replace with:

“The City shall provide insurance coverage for its employees as set forth below:

1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee’s choosing, no later than July 1, 2010.
2. All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification by the City Council shall receive a payment of one thousand dollars (\$1,000.00), with the payment of the one thousand dollars (\$1,000.00) deferred as follows: The one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.”

Paragraph C – Modify language to read as follows: “The level of benefits provided by the City’s Health Plan shall be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The City reserves it right to change the carrier with whom it contracts to provide these services for its employees.”

Paragraph E – Delete in its entirety and replace with: “Effective July 1, 2010, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

|                                       | RETAIL                                                                                          | MAIL ORDER                                                                                                                                                            |
|---------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Generic Drugs                         | \$2.00 co-pay retail for prescriptions up to thirty (30) days supply.                           | \$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.                                       |
| Brand Drugs                           | \$20.00 co-pay retail for prescriptions up to thirty (30) days supply.                          | \$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.                                     |
| Prescriptions that cost over \$1,000. | \$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00. | \$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay. |

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph F – Replace amount with \$100.00.  
Remove Paragraph 2 in its entirety.

Paragraph G – Delete existing language and modify as follows: “The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.

New Paragraph I – “Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.”

**Article 18**

Salaries in shall be adjusted according to the following schedule:

**CHIEF STATIONARY ENGINEER**

|           |              |          |
|-----------|--------------|----------|
| Effective | July 1, 2009 | \$51,080 |
| Effective | July 1, 2010 | \$52,380 |
| Effective | July 1, 2011 | \$53,680 |

**STATIONARY FIREMAN/ENGINEER**

|           |              |          |
|-----------|--------------|----------|
| Effective | July 1, 2009 | \$48,355 |
| Effective | July 1, 2010 | \$49,655 |
| Effective | July 1, 2011 | \$50,955 |

**Article 24**

Paragraph 10 – replace the shift differential amount for the 3:00pm to 7:00am shift to \$.60 per hour.

**Article 30**

Modify to read as follows:

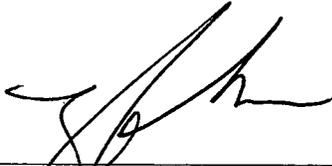
“This Agreement shall be in force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2011 without any re-opening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011.”

This Memorandum of Agreement is signed and agreed to by the parties on this 5th day of May 2010.

**CITY OF JERSEY CITY**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
Local 68-68A, AFL-CIO**



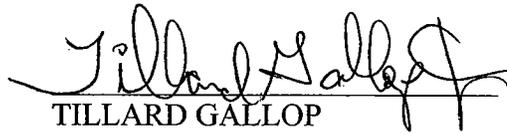
ROBERT J. KAKOLESKI  
Assistant Business Administrator



SALVATORE COSTANZA  
Business Agent, Local 68



SABRINA HAROLD  
Supervising Administrative  
Analyst



TILLARD GALLOP  
Shop Steward, Local 68



Terri Keller  
Assistant Corporation Counsel

**ATTEST:**

ROBERT BYRNE  
City Clerk

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

City Clerk File No. Res. 10-308  
 Agenda No. 10.Z.1  
 Approved: MAY 12 2010  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE OFFICERS ASSOCIATION OF THE JERSEY CITY LOCAL 1064, I.A.F.F., AFL-CIO, CLC**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2009 through December 31, 2012; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/5/10

APPROVED: \_\_\_\_\_  
 APPROVED: B. O'Keilly  
 Business Administrator

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

Certification Required   
 Not Required

**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         |     |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   |     | ✓   |      | RICHARDSON    | ABSENT |     |      | 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

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
JERSEY CITY FIRE OFFICERS ASSOCIATION  
LOCAL 1064, I.A.F.F., AFL-CIO, CLC**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Fire Officers Association, Local 1064, I.A.F.F., AFL-CIO, CLC ("Local 1064") have agreed constitute the successor Agreement between the City and Local 1064 for the period of January 1, 2009 through December 31, 2012 (the "Agreement").

Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City. This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 1064.

Both parties understand that this Memorandum shall be null and void unless ratified by both sides on or before May 20, 2010.

Except as modified herein, the existing terms and conditions set forth in the 2006 through 2008 Local 1064 Agreement shall remain in full force and effect.

**Article 3 - Union Privileges**

Paragraph B – Delete in its entirety and revise as follows: "The President of the Union or his/her designee(s) shall be granted flexible time arrangements on a staff schedule (otherwise referred to as: "flex time"), in accordance with the provisions of Article 9(E), in performing his/her assigned Union duties and functions, and except in emergencies shall be entitled to administer the provisions of this Agreement. At the request of the Fire Director, the Union President or his/her designees shall supply the Fire Director with the hours worked. This provision shall be limited to a maximum of one (1) fire officer who is on active duty.

Paragraph D – Add new sentence as follows: "Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work."

Paragraph E – The number of negotiating committee members shall be reduced from five(5) to three (3).

**Article 5 - Dues Deduction**

Paragraph F – New paragraph as follows: “Should the Union request the City take out additional dues during either both or one (1) of the non-pension pay periods they will be granted such a request provided a written request signed by the President of the Union with at least a forty-five (45) day notice.

**Article 9 - Work Week**

Paragraph B – Delete in its entirety and revise as follows: “Flex hours - The Chief of the Jersey City Fire Department and/or the Director of the Jersey City Fire Department will, in their discretion, assign flex hours to accommodate the special needs of various staff assignments, school/special projects, etc., notwithstanding the provisions of Article 9(A), and, prior to such accommodations, will notify the Union.

Paragraph E – New paragraph as follows: “The work schedule for all Fire Officers assigned to the Arson Investigating Unit will be determined by the Chief of the Fire Department or the Department Director, depending upon staffing needs to be either: 1. Twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty; or 2. Eight (8) hours a day for five (5) consecutive days. In the event that the Jersey City Fire Department decides to change the work schedule for a Fire Officer assigned to the Arson Investigating Unit from one duty schedule to the other duty schedule, the Jersey City Fire Department will provide the Fire Officer in question, as well as the Union, thirty (30) days notice in advance of such change.

**Article 10 - Vacations**

Paragraph D(1) – Revise language as follows: “five (5) in period #2” “six (6) in period #3.” Delete the second paragraph.

**Article 11 - Insurance & Benefits**

Modify as set forth below:

Paragraph A – No Change

Paragraph B – No Change

Paragraph C1 – Delete old language in its entirety and revise as follows:

“Hospitalization - Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee’s choosing, no later than July 1, 2010.

Paragraph C2 – New paragraph as follows: “The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and a comparison of benefits at least thirty (30) days prior to the implementation of the change.

Paragraph D – No Change

Paragraph E – No Change

Paragraph F – No Change

Paragraph G – Delete in its entirety and replace with: “Effective July 1, 2010, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

|                                       | RETAIL                                                                                          | MAIL ORDER                                                                                                                                                            |
|---------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Generic Drugs                         | \$2.00 co-pay retail for prescriptions up to thirty (30) days supply.                           | \$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.                                       |
| Brand Drugs                           | \$20.00 co-pay retail for prescriptions up to thirty (30) days supply.                          | \$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.                                     |
| Prescriptions that cost over \$1,000. | \$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00. | \$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay. |

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over one thousand dollars (\$1,000) in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph H – Delete in its entirety and replace with the following: “Retirees and their eligible dependents will be provided with the prescription coverage as set forth in Paragraph G above. In addition, retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-

payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments.

Paragraph I – Modify language to read as follows:

“Dental Plan - 1. Active Employees: The City will continue to provide the currently effective dental benefit program with both open and closed dental plans. The dental benefit CAP for the open plan is two thousand dollars (\$2,000). 2. Retired Employees: The City shall offer retirees an option to enter the open dental plan, at the retiree’s own expense. Retirees may enroll upon retiring or during the open enrollment period. 3. Any retiree who enrolled in the closed plan prior to the 1<sup>st</sup> of January, 2010, may continue in that plan upon renewal. However, this plan will no longer be made available to employees subsequent to the 1<sup>st</sup> of January, 2010. Any retiree who is in the closed plan may opt into the open plan during the open enrollment period. Should the insurance carrier at any time opt to terminate the closed plan, enrollees in the closed plan will have the option of moving into the open plan.

Paragraph J – Modify language to read as follows:

“The City will pay the cost of health insurance for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years service credit in the Police and Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City’s health insurance and prescription drug plan at his/her own cost.

Paragraph N – Revise language as follows: “(a) Effective January 1, 2010, Fire Officers will be provided with a sum of one thousand dollars (\$1,000) clothing maintenance. The sum of five hundred dollars (\$500) will be paid on the first Thursday after the Council meeting in January and the additional five hundred dollars (\$500) will be paid on the first Thursday after the Council meeting in July for the duration of this agreement.” (b) through (e) are no change. “(f) All Fire Officers will be required to supply their dress uniforms as part of the clothing maintenance allowance set forth above.” (g) and (h) are no change. “(i) Fire Officers will be permitted to wear shorts and golf shirts during the summer period, i.e. ‘April 1<sup>st</sup> through October 31<sup>st</sup>’, provided that the shorts and golf shirts are NFPA approved and are jointly approved by the City and the Union. These additional items shall be provided by the Fire Officer as part of the clothing maintenance allowance set forth above.

Paragraph O – New paragraph as follows: “Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is defined as the following:

1. Marriage
2. Divorce
3. Birth
4. Death

5. Emancipation of Dependent
6. Adoption
7. 65<sup>th</sup> Birthday

Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.”

#### **Article 14 - Mutual Exchanges of Tours of Duty**

Paragraph F – Delete existing language and modify as follows: “The Fire Officer involved in mutual exchanges shall be limited to initiating four (4) mutual exchanges and four (4) pay backs during January through April, unlimited mutual exchanges during May through September and four (4) mutual exchanges and four (4) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Officers are required to complete all such exchanges during each time frame as set forth in this paragraph. Any Fire Officer scheduled for formal training will not be permitted a mutual exchange during said period of training. Each of the mutual exchanges set forth above may consist of either a ten (10) hour day shift or a fourteen (14) hour night shift, however each shall constitute a full exchange or pay back within the four (4) permitted above.

#### **Article 16 - Permanent Reassignment**

Paragraph A2 – Add the following language: “Newly promoted Fire Officers may not bid for vacancies during the bidding period of that calendar year. All newly promoted Fire Officers will be placed in a manpower pool and will be assigned to positions as staffing dictates. Newly promoted Fire Officers may be subject to Group changes as determined by the Chief of the Department. Any Fire Officers still unassigned at the end of the calendar year shall remain in the manpower pool, subject to reassignment by the Chief of the Fire Department.”

#### **Article 18 - Military Leave**

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.
- C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

**Article 19 - Retirement**

Paragraph B – Revise language as follows: “The City will provide said Fire Officer his/her badge and a laminated ID card indicating that the Fire Officer is retired from the Jersey City Fire Department.

**Article 20 - Holidays & Compensatory Time Off**

Paragraph C – Delete in its entirety.

**Article 21 - Salaries And Longevity**

Paragraph A – Delete in its entirety and revise as follows:

“All Fire officers will receive an increase in base salaries on all steps within the salary guide as follows:

- As of the 1<sup>st</sup> of January 2009 = 2.75%
- As of the 1<sup>st</sup> of January 2010 = 2.75%
- As of the 1<sup>st</sup> of January 2011 = 2.75%
- As of the 1<sup>st</sup> of January 2012 = 2.75%

The Salary Guide will be updated accordingly.

Paragraph B – Delete in its entirety.

Paragraph C – Delete the following language: “The 16% longevity step shall begin as of July 1, 1994.”

Paragraph J – New paragraph as follows: “All departmental communications or related documents including paychecks that include the Social Security Number of any Fire Fighter, or other personal information, will be placed in an envelope and sealed for security purposes of said identification or related markings.”

**Article 22 - Overtime Procedure And Recall**

Paragraph A – Add the following language: “The City will maintain two (2) overtime lists, as negotiated with the Union. One list will be designated as Anticipated Overtime for the needs ordered by the Division Chief prior to his/her tour ending and supplied to the appropriate callers. The other list will be designated as Unanticipated Overtime due to funeral leaves, sick leaves and any other type of absences caused after the tour of duty anticipated overtime needs were established.

Paragraph E – Delete in its entirety and revise as follows: “Recall. If a Fire Officer is recalled to duty, he/she will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined by General Order for emergency purposes only and updated after negotiations with the Union.

Paragraph F – Delete in its entirety and revise as follows: “All Fire Officers will be subject to emergency recall to duty at the discretion of the Jersey City Fire Department for a defined fire emergency and/or related emergencies.

Paragraph I – Delete in its entirety. (Paragraphs shall be re-lettered).

Paragraph M – New paragraph as follows: “Line overtime shall be defined as all overtime worked in the suppression of fire and related emergencies.

Paragraph N – New paragraph as follows: “Staff overtime shall be defined as all overtime worked in conjunction with the activities of logistical support and related non fire suppression activities.

### **Article 30 – Discharge & Discipline**

Paragraphs A, E and G – Language referring to the “State Department of Personnel Merit System Board” shall be changed to the “Civil Service Commission.”

### **Article 31 - City Property Fire Department Jurisdiction**

Paragraph C – Add the following language:

7. Turnout gear dryers
8. Hand washing soap and related paper towel dispensers.
9. Eye washing stations

### **Article 34 - Tuition Reimbursement & Recertification**

Paragraph G – Revise language as follows: “Effective January 1, 2010, there will be an individual cap of three thousand five hundred dollars (\$3,500) for each Fire Officer per calendar year.

### **Article 35 - Emergency Medical Services**

Paragraph N – New paragraph as follows: “At such time as the unified communications center is created and becomes operational, the City and the Union agree to re-open negotiations as to the terms and conditions of employment of any Fire Officers assigned to the unified communications center and no other issues.

### **Article 39 - Drug And Alcohol Testing**

New Article – “Although the decision to implement a mandatory drug and alcohol testing policy is the managerial prerogative of the City of Jersey City, the City will negotiate with the Union the procedures for how the testing is to be conducted.”

April 30, 2010

**Article 40 - Jury Duty And Grand Jury Duty**

New Article

"A. Jury Duty. The City agrees to provide all Fire Officers of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Jury Duty, as outlined by General Order.

B. Grand Jury Duty. The City agrees to provide all Fire Officers of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Grand Jury Duty, as outlined by General Order."

**Article 41 - Commercial Drivers License**

New Article

"A. Should the City of Jersey City require any Fire Officer to hold a New Jersey Commercial Drivers License for the safe operation of fire apparatus, they will reimburse said Fire Officer any fees related to said requirement.

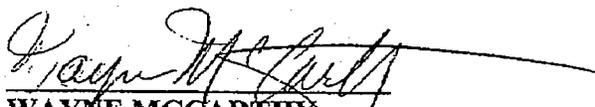
B. The Jersey City Fire Department will grant time off for all training and related yearly DOT physicals in conjunction with the requirement and continued good standing of a New Jersey Commercial Drivers License."

**Article 42 - Duration of Agreement**

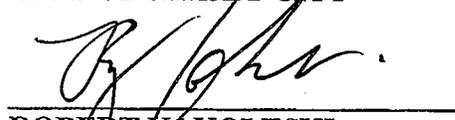
Term of Agreement shall be from January 1, 2009 – December 31, 2012.

The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.

**L.A.F.F. LOCAL 1064**

  
WAYNE MCCARTHY  
PRESIDENT, LOCAL 1064

**CITY OF JERSEY CITY**

  
ROBERT RAKOLESKI  
ASSISTANT BUSINESS  
ADMINISTRATOR

Dated: 4-30-10

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

City Clerk File No. Res. 10-309  
 Agenda No. 10.Z.2  
 Approved: MAY 12 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
 BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY PUBLIC  
 EMPLOYEES, INC., LOCAL 245**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Public Employees, Inc., Local 245; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from July 1, 2008 through June 30, 2011; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Public Employees, Inc., Local 245, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
 5/5/10

APPROVED: *[Signature]*  
 APPROVED: *B. O'Keilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">5/12/10</span> |     |     |      |               |               |     |      |               |     |     |      |
|------------------------------------------------------------------------------------|-----|-----|------|---------------|---------------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                                                      | AYE | NAY | N.V. | COUNCILPERSON | AYE           | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                                                          | ✓   |     |      | GAUGHAN       | ✓             |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                                                           | ✓   |     |      | FULOP         | ✓             |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                                                              |     | ✓   |      | RICHARDSON    | <i>ABSENT</i> |     |      | 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

## MEMORANDUM OF AGREEMENT

### **BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY - AND - JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Public Employees, Inc., Local 245 ("Local 245" or "Union") have agreed constitute the successor Agreement between the City and Local 245 for the period of July 1, 2008 through June 30, 2011 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City.

Except as modified herein, the existing terms and conditions set forth in the 2005 through 2008 Local 245 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 245.

#### **Article 1**

Paragraph A2 – Delete in its entirety. (Paragraphs will be re-numbered).

Paragraph C – Delete in its entirety. (Paragraphs will be re-lettered).

#### **Article 4**

Paragraph B – The number of negotiating committee members shall be reduced from five(5) to four (4).

Paragraph C – Delete in its entirety. (Paragraphs will be re-lettered).

Paragraph D – Add new sentence as follows: "Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work."

Paragraph E – Revise as follows: "Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

**Article 8**

Paragraph B – Delete in its entirety. (Paragraphs will be re-lettered).

Paragraph D – Delete “Effective January 1, 2003.”

**Article 9**

Paragraph B – Language referring to the “Civil Service Department of New Jersey” shall be changed to the “Civil Service Commission.”

**Article 10**

Paragraph A – The second sentence will be modified to read as follows: “In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-22, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Civil Service Commission. If no appeal to the Civil Service Commission is available ...” (remainder is unchanged)

**Article 11**

Paragraph A – Deleted in its entirety. (Paragraphs will be re-lettered).

Paragraph B – Delete “Effective January 1, 2003.”

**Article 12**

Delete in its entirety and insert:

A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

C. In the event an employee is called to federal active duty, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

**Article 18**

Paragraph D – Modified to read: “Department Director, or his/her designee.”

Paragraph F(6) – Modify to read: “Subject to the conditions set forth below, in January of each year, each employee who is required to wear a uniform shall receive a clothing maintenance allowance of seventy-five dollars (\$75.00) per year, provided that the employee is on the payroll on January 1<sup>st</sup>, and during the preceding year the employee has not been on a leave of absence, extended sick leave, and/or sick no pay, absent no pay, or any combination thereof which exceeds in the aggregate ninety (90) work days. In the event that the ninety (90) day threshold has been exceeded, the amount of maintenance payable shall be pro-rated based upon each full month at which the employee has been at work during the preceding year. Statutory leave, or workers compensation leave shall not be counted as a disqualifying leave pursuant to the preceding sentence.”

#### **Article 19**

Paragraph C(3) – Delete in its entirety.

#### **Article 22**

Paragraph C – Modify as follows:

Step One: Delete “Division Director” and insert “Department Director” wherever the title is used.

Step Two: Delete in its entirety. (Paragraphs shall be re-numbered).

#### **Article 23**

Paragraph C – Modify as follows:

Step One: Delete “Division Director” and insert “Department Director” wherever the title is used.

Step Two: Delete in its entirety. (Paragraphs shall be re-numbered).

#### **Article 24**

Paragraph E – New paragraph as follows: “All descriptions of vacation time in ‘Days’ relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.”

#### **Article 25**

Paragraph C – Add new sentence to Section 1 as follows: “Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action.”

Paragraph C2 – Delete in its entirety.

Paragraph D – Add new sentence to Section 3 as follows: “Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.”

Paragraph D4 – Delete the second sentence in its entirety.

Paragraph D5 – Delete in its entirety.

## **Article 27**

Rename Article 27 as follows: “Out-Of-Title Work”

Paragraph A – Delete in its entirety. (Paragraphs shall be re-lettered).

## **Article 28**

Modify as set forth below:

Paragraph A – Delete in its entirety and replace with:

“The City shall provide insurance coverage for its employees as set forth below:

1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee’s choosing, no later than July 1, 2010.
2. All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification by the City Council shall receive a payment of two thousand dollars (\$2,000.00), with the payment of the two thousand dollars (\$2,000.00) deferred as follows: The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16, 2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.”

Paragraph C – Modify language to read as follows: “The level of benefits provided by the City’s Health Plan shall be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The City reserves it right to change the carrier with whom it contracts to provide these services for its employees.”

Paragraph E – Delete the first paragraph and replace with: “Effective July 1, 2010, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

|                                       | RETAIL                                                                                          | MAIL ORDER                                                                                                                                                            |
|---------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Generic Drugs                         | \$2.00 co-pay retail for prescriptions up to thirty (30) days supply.                           | \$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.                                       |
| Brand Drugs                           | \$20.00 co-pay retail for prescriptions up to thirty (30) days supply.                          | \$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.                                     |
| Prescriptions that cost over \$1,000. | \$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00. | \$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-pay. |

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph E3 – Delete in its entirety.

Paragraph F1 – Delete in its entirety.

Paragraph F2 – Re-number paragraph as F1 and delete the first sentence in its entirety and “Effective January 1, 2007” from the second sentence.

Paragraph F3 – Re-number paragraph as F2 and delete “For any services rendered after July 1, 1998.”

Paragraph G – Delete existing language and modify as follows: “The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.

Paragraph H – Delete in its entirety and replace with the following new paragraph: “Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.”

**Article 29**

Modify Paragraph A1 to read as follows: "Effective July 1, 2008, employees shall receive a wage increase in the amount of \$1,000.00 applied to the base rate earned on June 30, 2008."

Modify Paragraph A2 to read as follows: "Effective July 1, 2009, employees shall receive a wage increase in the amount of \$1,000.00 applied to the base rate earned on June 30, 2009."

Modify Paragraph A3 to read as follows: "Effective July 1, 2010, employees shall receive no wage increase (\$0.00) to the base rate earned on June 30, 2010."

Paragraph B – Modify language to read as follows: "If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise."

Paragraph E – Deleted in its entirety.

Paragraph F – Deleted in its entirety.

Paragraph G – Deleted in its entirety.

**Article 34**

Modify to read as follows:

"This Agreement shall be in force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any re-opening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011."

April 21, 2010

This Memorandum of Agreement is signed and agreed to by the parties on this 3<sup>rd</sup> day of ~~April~~ 2010.

May x — RB  
x — HJ

**CITY OF JERSEY CITY**



BRIAN O'REILLY  
Business Administrator

**JERSEY CITY PUBLIC EMPLOYEES, INC.  
LOCAL 245**



ROBERT BRADY  
President, Local 245



HAROLD JOHNSON  
Vice President, Local 245

**ATTEST:**

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ROBERT BYRNE  
City Clerk

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

City Clerk File No. Res. 10-310  
 Agenda No. 10.Z.3  
 Approved: MAY 12 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIREFIGHTERS ASSOCIATION OF THE JERSEY CITY LOCAL 1066, AFL-CIO, CLC**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local 1066, AFL-CIO, CLC; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2009 through December 31, 2012; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local 1066, AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/5/10

APPROVED: *[Signature]*  
 APPROVED: *B. O'Keefe*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |               |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|---------------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/12/10       |               |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE           | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓             |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓             |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   |     | ✓   |      | RICHARDSON    | <i>ABSENT</i> |     |      | 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

# Amended Memorandum of Agreement

4/28/2010

The undersigned Agree to recommend the Following Amended Memorandum of Agreement to their respective parties :

## 1. Salary

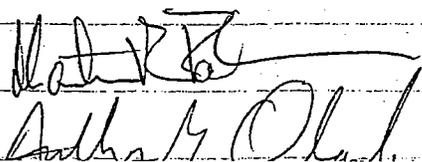
|           |        |   |       |       |
|-----------|--------|---|-------|-------|
| Effective | 1/1/09 | - | 2.75% | A-T-B |
| Effective | 1/1/10 | - | 2.75% | A-T-B |
| Effective | 1/1/11 | - | 2.75% | A-T-B |
| Effective | 1/1/12 | - | 2.75% | A-T-B |

This item will replace the base salaries in Article 22 "Salaries And Longevity" of the 3/4/2010 Memorandum.

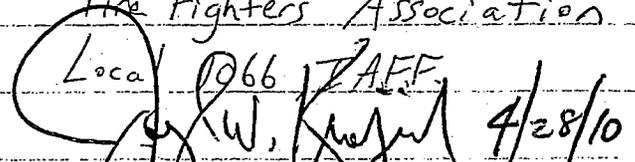
2. Both parties understand that this Memorandum shall be null and void unless ratified by both sides on or before 5/20/2010.

3. The Memorandum of Agreement previously executed by the parties on March 4, 2010 shall remain except as modified above.

City of Jersey City

  
Anthony G. Oliva

Jersey City Uniformed  
Fire Fighters Association

Local 066 IAFF  
 4/28/10

March 1, 2010

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
JERSEY CITY UNIFORMED FIRE FIGHTERS ASSOCIATION  
LOCAL 1066, I.A.F.F., AFL-CIO, CLC**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Uniformed Fire Fighters Association, Local 1066, I.A.F.F., AFL-CIO, CLC ("Local 1066") have agreed constitute the successor Agreement between the City and Local 1066 for the period of January 1, 2009 through December 31, 2012 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City

Except as modified herein, the existing terms and conditions set forth in the 2006 through 2008 Local 1066 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 1066.

**Article 1 - Recognition**

Delete Paragraph F

**Article 3 - Union Privileges**

D. Two (2) Fire Fighters of the Union will be granted time off to attend State and local legislative sessions, provided no other provision of this Agreement is violated by this action. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

F. Up to three (3) Fire Fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.

G. DELETE CURRENT LANGUAGE AND SUBSTITUTE:

March 1, 2010

The President of the Union and his/her designee(s) shall be granted flexible time arrangements on a staff schedule (otherwise referred to as: "flex time"), in accordance with the provisions of Article 9(E), in performing his/her assigned UFFA duties and functions, and except in emergencies shall be entitled to administer the provisions of this Agreement. At the request of the Fire Director, the UFFA President and his/her designees shall supply the Fire Director with the hours worked. This provision shall be limited to a maximum of two (2) firefighters who are on active duty.

L. A marked car will be granted the Union to be used for said services, at the discretion of the Director of Fire, only if it is an in-state funeral.

New Paragraph T.

#### Article 5 - Dues Deduction

New Paragraph E. - Should the Union request the City take out additional dues during either both or one (1) of the non-pension pay periods they will be granted such a request provided a written request signed by the President of the Union with at least a forty-five (45) day notice.

#### Article 9 - Work Week

D.2. The work schedule for all Fire Fighters assigned to the Arson Investigating Unit will be determined by the Jersey City Fire Department based upon staffing needs to be either twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, or, eight (8) hours a day for five (5) consecutive days (Monday through Friday). In the event that the Jersey City Fire Department decides to change the work schedule for a Fire Fighter assigned to the Arson Investigating Unit from the twenty-four (24) hour on duty schedule to the eight (8) hour on duty schedule, the Jersey City Fire Department will provide the Fire Fighter in question, as well as the Union, thirty (30) days notice in advance of such change.

New Paragraph E. Flex hours - The Chief of the Jersey City Fire Department and/or the Director of the Jersey City Fire Department will, in their discretion, assign flex hours to accommodate the special needs of various staff assignments, school/special projects, etc., notwithstanding the provisions of Article 9(B), and, prior to such accommodations, will notify the union.

#### Article 10 - Vacations

Effective January 1, 2010, A.2. will be revised in accordance with the attached vacation schedule prepared by Local 1066 and labeled as Exhibit B to Local 1066's proposals. It is understood that during the calendar year 2010 only,

March 1, 2010

the additional vacation days afforded under the revised schedule set forth herein shall be utilized as compensatory days in accordance with Article 21 of this Agreement. For purposes of implementing the additional day(s) in 2010 only, one vacation day shall equal one ten (10) hour day shift and one fourteen (14) hour night shift, and this compensatory time must be used by December 31, 2010.

Delete - (h) regarding 1/2 vacation days

Article 11 - Insurance & Benefits

A. No Change

B. No Change

New Paragraph C.1. Hospitalization - Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.

New Paragraph C.2. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and a comparison of benefits at least thirty (30) days prior to the implementation of the change.

D. No Change

E. No Change

F. No Change

G. Prescription Plan

Effective July 1, 2010, the City will provide a prescription drug plan with the following co-pays:

|               | RETAIL                                                                | MAIL ORDER                                                                                                                      |
|---------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Generic Drugs | \$2.00 co-pay retail for prescriptions up to thirty (30) days supply. | \$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay. |

|                                                                  |                                                                                               |                                                                                                                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brand Drugs                                                      | \$20.00 co-pay retail for prescriptions up to thirty (30) days supply.                        | \$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.                                           |
| Effective January 1, 2011, prescriptions that cost over \$1,000. | \$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000. | \$50.00 mail order co-pay per thirty day supply prescriptions on prescriptions that cost over \$1,000. Total ninety (90) day mail order would amount to \$150.00 in co-pay. |

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over one thousand dollars (\$1,000) in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

H.1. Dental Plan The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. The dental benefit CAP for the open plan is two thousand dollars (\$2,000).

H.2. Retired Employees - The City shall offer retirees an option to enter the open dental plan, at the retiree's own expense. Retirees may enroll upon retiring or during the open enrollment period.

H.3. Any retiree who enrolled in the closed plan prior to the 1<sup>st</sup> of January, 2010, may continue in that plan upon renewal. However, this plan will no longer be made available to employees on or subsequent to the 1<sup>st</sup> of January, 2010. Any retiree who is in the closed plan may opt into the open plan during the open enrollment period. Should the insurance carrier at any time opt to terminate the closed plan, enrollees in the closed plan will have the option of moving into the open plan.

- I. No Change
- J. No Change
- K. No Change
- L. No Change

March 1, 2010

M. No Change

N. No Change

O. No Change

**New Paragraph P.** Retirees and their eligible dependents will be provided with health care coverage and prescription coverage under the following conditions:

Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar-year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments.

**New Paragraph Q.** The City will pay the cost of health coverage, which includes health insurance and the prescription drug plan as set forth in Section G above, for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years service credit in the Police and Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.

**New Paragraph R.** Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is defined as the following:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65<sup>th</sup> Birthday

Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

#### Article 12 - Uniforms And Uniform Maintenance

A. Effective January 1, 2010, Fire Fighters will be provided with a sum of one thousand dollars (\$1,000) clothing maintenance. The sum of five hundred dollars (\$500) will be paid on the first Thursday after the Council meeting in January and the additional five hundred dollars (\$500) will be paid on the first

March 1, 2010

Thursday after the Council meeting in July for the duration of this agreement. All Fire Fighters will be required to supply their dress uniforms.

New Paragraph H. - Fire Fighters will be permitted to wear shorts and golf shirts during the summer period, i.e. "April 1<sup>st</sup>" through October 31<sup>st</sup>", provided that the shorts and golf shirts are NFPA approved and are jointly approved by the City and the Union. These additional items shall be provided by the Fire Fighter as part of the clothing maintenance allowance set forth above.

#### Article 13 - Mutual Exchanges of Tours of Duty

E. Fire Fighters involved in mutual exchanges shall be limited to initiating four (4) mutual exchanges and four (4) pay backs during January through April, unlimited mutual exchanges during May through September and four (4) mutual exchanges and four (4) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Fighters are required to complete all such exchanges during each time frame as set forth in this paragraph. Any firefighter scheduled for formal training will not be permitted a mutual exchange during said period of training. Each of the mutual exchanges set forth above may consist of either a ten (10) hour day shift or a fourteen (14) hour night shift, however each shall constitute a full exchange or pay back within the four (4) permitted above.

#### Article 17 - Permanent Assignment

M. Effective January 1, 2010, Fire Fighters will be assigned to the CBRNE Vessel through the Bidding System as promulgated in consultation with the Office of the Chief of the Jersey City Fire Department.

#### Article 19 - Military Leave

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Director will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-

day limit.

Article 20 - Retirement

B. The City will provide said Fire Fighter his/her badge and a laminated ID card indicating that the Fire Fighter is retired from the Jersey City Fire Department.

Article 21 - Holidays & Compensatory Time Off

Delete Paragraph C.

Article 22 - Salaries And Longevity

Base salaries will be increased as follows on all steps within the salary guide:

As of the 1<sup>st</sup> of January 2009 = 3.0%  
As of the 1<sup>st</sup> of January 2010 = 3.3%  
As of the 1<sup>st</sup> of January 2011 = 3.4%  
As of the 1<sup>st</sup> of January 2012 = 3.5%

2.75%  
2.75%  
2.75%  
2.75%  


Salary guide will be updated accordingly.

G. All departmental communications or related documents including paychecks that include the Social Security Number of any Fire Fighter, or other personal information, will be placed in an envelope and sealed for security purposes of said identification or related markings.

Article 23 - Overtime Procedure And Recall

E. The City will maintain two (2) overtime lists, as negotiated with the Union. One (1) list will be designated as Anticipated Overtime for the needs ordered by the Division Chief prior to his/her tour ending and supplied to the appropriate callers and the other list will be designated as Unanticipated Overtime due to funeral leaves, sick leaves and any other type of absences caused after the tour of duty anticipated overtime needs were established.

Delete Paragraph F.

G. Recall. If a Fire Fighter is recalled to duty, he will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined by General Order for emergency purposes only and updated after negotiations with the Union.

March 1, 2010

H. All Fire Fighters will be subject to emergency recall to duty at the discretion of the Jersey City Fire Department for a defined fire emergency and/or related emergencies.

Delete Paragraph M.

O. Fire Fighters called upon to act as bird dogs will be paid at overtime rates of pay and will be paid from the time of logging in at their respective quarters. A listing by group and seniority of all Fire Fighters residing within the City of Jersey City will be utilized by the appropriate authority in calling said overtime.

P. Line overtime shall be defined as all overtime worked in the suppression of fire and related emergencies.

Q. Staff overtime shall be defined as all overtime worked in conjunction with the activities of logistical support and related non fire suppression activities.

#### Article 35 - City Property Fire Department Jurisdiction

Add to Paragraph C:

10. Turnout gear dryers
11. Hand washing soap and related paper towel dispensers.
12. Eye washing stations

#### Article 41 - Tuition Reimbursement

D. There will be a unit wide cap of fifty thousand dollars (\$50,000) on the cost of this program, which will be available to Fire Fighters on the basis of seniority. Effective January 1, 2010 There will be an individual cap of three thousand five hundred dollars (\$3,500) for each Fire Fighter per calendar year.

#### Article 43 - Emergency Medical Services

New Paragraph N. - At such time as the unified communications center is created and becomes operational, the City and the Union agree to re-open negotiations as to the terms and conditions of employment of any Fire Fighters assigned to the unified communications center and no other issues.

#### Article 44 - Drug And Alcohol Testing

Although the decision to implement a mandatory drug and alcohol testing policy is the managerial prerogative of the City of Jersey City, the City will negotiate with the Union the procedures for how the testing is to be conducted.

(8)

12736-10

March 1, 2010

Article 45 - Jury Duty And Grand Jury Duty

A. Jury Duty. The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Jury Duty, as outlined by General Order.

B. Grand Jury Duty. The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Grand Jury Duty, as outlined by General Order.

Article 46 - Commercial Drivers License

A. Should the City of Jersey City require any Fire Fighter to hold a New Jersey Commercial Drivers License for the safe operation of fire apparatus they will reimburse said Fire Fighter/Fire Fighters any fees related to said requirement.

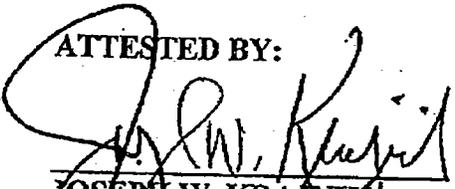
B. The Jersey City Fire Department will grant time off for all training and related yearly DOT physicals in conjunction with the requirement and continued good standing of a New Jersey Commercial Drivers License.

Article 47 - Duration of Agreement

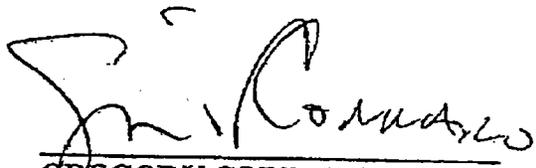
Term of Agreement shall be from January 1, 2009 – December 31, 2012.

The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.

ATTESTED BY:

  
JOSEPH W. KRAONIK  
PRESIDENT, LOCAL 1066

Dated: 3/2/10

  
GREGORY CORRADO  
ASSISTANT BUSINESS  
ADMINISTRATOR

ARTICLE 10. VACATIONS

A. 2. All Fire Fighters hired after the 29<sup>th</sup> of JULY 2002 will receive annual vacations in accordance with the following schedule:

- (a) Up to the end of the first calendar year one (1) twenty-four (24) hour tour for each three (3) months of service.
- (b) 2<sup>nd</sup> year of service - from 6 - 24's tours - no change  
3<sup>rd</sup> year of service - from 6 - 24's tours - no change
- (c) 4<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1  
5<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1  
6<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1
- (d) 7<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
8<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
9<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
10<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1
- (e) 11<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
12<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
13<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
14<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
15<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
16<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2
- (f) 17<sup>th</sup> year of service - from 13 - 24's tours  
18<sup>th</sup> year of service - from 13 - 24's tours  
19<sup>th</sup> year of service - from 13 - 24's tours  
20<sup>th</sup> year of service - from 13 - 24's tours  
21<sup>st</sup> year of service - from 13 - 24's tours  
22<sup>nd</sup> year of service - from 13 - 24's tours  
23<sup>rd</sup> year of service - from 13 - 24's tours  
24<sup>th</sup> year of service - from 13 - 24's tours  
25<sup>th</sup> year of service - from 13 - 24's tours  
26<sup>th</sup> year of service - from 13 - 24's tours  
27<sup>th</sup> year of service - from 13 - 24's tours  
28<sup>th</sup> year of service - from 13 - 24's tours  
29<sup>th</sup> year of service - from 13 - 24's tours
- (g) Beginning the 30<sup>th</sup> year of service and beyond to 15 - 24's tours

Total increase of ten (10) days over 30 years

Exhibit "B"

1272-10

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

City Clerk File No. Res. 10-311

Agenda No. 10.Z.4

Approved: MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION**

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

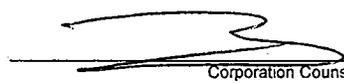
**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Officers Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2009 through December 31, 2012; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Police Officers Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/5/10

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required

Not Required

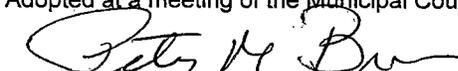
**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   |     | ✓   |      | RICHARDSON    | ABSENT |     |      | 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

# Amended Memorandum of Agreement

4/28/2010

The undersigned agree to recommend the following amended memorandum of agreement to their respective parties:

## 1. Salary:

|                 |             |
|-----------------|-------------|
| Effective 11/09 | 2.75% A-T-B |
| Effective 11/10 | 2.75% A-T-B |
| Effective 11/11 | 2.75% A-T-B |
| Effective 11/12 | 2.75% A-T-B |

this item replaces item #1

in the 11/27/2010 memorandum.

2. Both parties understand that this memorandum shall be null and void unless ratified by both sides on or before May 20, 2010

3. The memorandum of agreement previously executed by the parties on January 27, 2010 shall remain except as modified above.

City of Jersey City

*[Handwritten signatures for City of Jersey City]*

Jersey City Police

Officers Benevolent Association

*[Handwritten signatures for Officers Benevolent Association]*

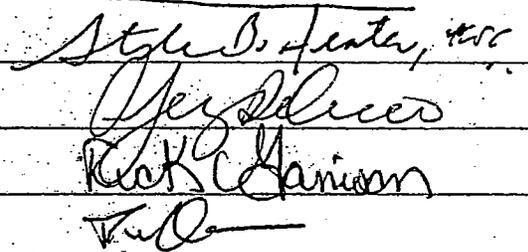
## Sidebar Agreement

The parties have agreed to negotiate the issue of off-duty work on May 27, 2010 at 10:00 AM at City Hall. This meeting shall be under the direction of mediator Timothy A. Hundley. This is subject to the availability of the subcommittee on secondary employment as designated by the Council President.

City of Jersey City



Jersey City PCOA



# Memorandum of Agreement w/ P.O.BA

112112010

The undersigned agree to recommend the following memorandum to their respective parties

1. Duration: 11/1/09 - 12/31/12

2. Salary

|           |         |                 |                  |       |
|-----------|---------|-----------------|------------------|-------|
| Effective | 11/1/09 | <del>3.0%</del> | <del>A-T-B</del> | 2.75% |
| Effective | 11/1/10 | <del>3.3%</del> | <del>A-T-B</del> | 2.75% |
| Effective | 11/1/11 | <del>3.4%</del> | <del>A-T-B</del> | 2.75% |
| Effective | 11/1/12 | <del>3.5%</del> | <del>A-T-B</del> | 2.75% |



3. Health Insurance

Effective 7/1/10 traditional coverage shall be deleted. Traditional coverage will not be available to any employee. New hires shall be eligible for direct access or HMO coverage.

4. Prescription - Effective 7/1/2010

Mail order: \$ 1.50 mail order co-pay per thirty (30) day supply prescription for generic drugs.

~~\_\_\_\_\_~~ \$ 13.00 mail order co-pay per thirty (30) day supply prescription for brand drugs.

prescriptions: effective 7/1/2010

Add attachment #1

5. Optical

Effective 7/1/2010 increase

optical by \$25 to  
\$100.

6. Clothing Allowance

Effective 11/1/2010 increase by ~~\$88~~ to \$1300

Effective 11/1/2009 increase by \$50 to \$1350

7. Vacation

modify Article II, Section C 2

as per

Attachment #2

8. Bill of Rights

Abide by letter sent to

Attorney General

for determination

9. Language (misc)

See Attachment #3

10. Existing Agreement to remain

except as modified above,

all other items not mentioned

are withdrawn

City of Jersey City

Roger Hugo

JPH

Michael

M. [Signature]

Jersey City Police Officers Benevolent Association

Jerry de Luca President

Raymond Krasowski V.P.

Christopher [Signature] Trustee

Maria [Signature]

Edward [Signature]

|             |                                                                        |                                                                                                                                          |
|-------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Brand Drugs | \$20.00 co-pay retail for prescriptions up to thirty (30) days supply. | \$13.00 mail order co-pay per thirty (30) day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay). |
|-------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

|                                      | <u>Retail</u>                                                                                    | <u>Mail Order</u>                                                                                                                                                            |
|--------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prescriptions that cost over \$1,000 | \$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.00. | \$50.00 mail order co-pay per thirty (30) day supply on each prescription that costs over \$1,000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay). |

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). Except that the first two prescriptions filled on any maintenance drug may, at the employee's option, be filled through retail pharmacy, provided that the co-pay on those first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug. Thereafter the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Retirees shall have an annual maximum out-of-pocket Cap of ~~\$1,092.00~~ <sup>\$ 1082.00</sup> per covered person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments, subject to the language set forth in Paragraph H for retirees.

8. (Dental Plan) Dental plan cap for open plan shall be increased from \$2,000 to \$2,400, effective January 1, 2010.

9. (Health Insurance - Future Retirees) All future retirees (effective 7/1/10) shall at the City's expense, receive their existing health insurance benefits that are in effect as of their respective dates of retirement. Said benefits cannot be modified as a result of future contract negotiations. (It is understood that the parties have not, and legally cannot, change the existing health insurance coverages affecting present retirees and their families).

# Vacation

| <u>Year</u> | <u>Days</u><br>1 working day per month |
|-------------|----------------------------------------|
| 07          |                                        |
| 2           | 15                                     |
| 3           | 15                                     |
| 4           | 15                                     |
| 5           | 17                                     |
| 6           | 17                                     |
| 7           | 17                                     |
| 8           | 22                                     |
| 9           | 22                                     |
| 10          | 22                                     |
| 11          | 22                                     |
| 12          | 22                                     |
| 13          | 22                                     |
| 14          | 22                                     |
| 15          | 23                                     |
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| 23          | 23                                     |
| 24          | 23                                     |
| 25          | 23                                     |
| 26          | 23                                     |
| 27          | 23                                     |
| 28          | 23                                     |
| 29          | 23                                     |
| 30+         | 25                                     |

Article 1, Paragraph A Add word "Sworn"

Article 2, Delete Paragraph C

Article 17 - Delete Paragraph B

Article 18 - Delete "Service Differential" from Paragraph L.

Article 22 - Revise Military Leave language in accordance w/ January 5, 2010 proposals and Change "Business Administrator" to "Chief".

Article 33 - Delete Paragraph A(8)

Article 42 - Revise Paragraph A in accordance with our January 5, 2010 Proposal

Delete Paragraph E

## SIDEBAR AGREEMENT

Any employee in this bargaining unit who will achieve 25 years of pensionable service credit on August 1, 2010, and who retires on August 1, 2010 will not be required to leave Traditional Coverage on July 1, 2010. All persons intending to take advantage of this extension shall file all appropriate retirement papers no later than June 1, 2010.

The CITY

Robert Hays

[Signature]

POBA

Jessie Cuss

Robert Hays

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

City Clerk File No. Res. 10-312  
 Agenda No. 10.Z.5  
 Approved: MAY 12 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
 GRAND STREET FROM GREENE STREET TO WASHINGTON STREET  
 BEGINNING NOON AND ENDING 5:00 P.M. ON SATURDAY, JUNE 12, 2010  
 (RAIN DATE: SUNDAY, JUNE 13, 2010) AT THE REQUEST OF THE  
 HISTORIC PAULUS HOOK ASSOCIATION FOR THE PURPOSE OF A PARK  
 NEIGHBORHOOD FUNDRAISER**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from the Historic Paulus Hook Association to close Grand Street from Greene Street to Washington Street beginning Noon and ending 5:00 p.m. on Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010) for the purpose of a park neighborhood fundraiser; and

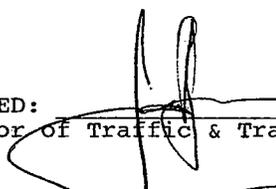
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

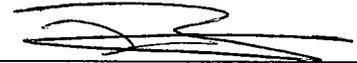
**WHEREAS**, the request to close Grand Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) as the application has been filed by a non-resident of the block requested to be closed; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street from Greene Street to Washington Street beginning Noon and ending 5:00 p.m., Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010).

APPROVED:   
 Director of Traffic & Transportation

APPROVED:  for  
 Municipal Engineer  
 APPROVED:   
 Business Administrator

5/4/10  
 APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

JDS:pcl  
 (05.03.10)

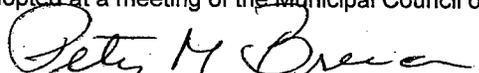
Certification Required   
 Not Required

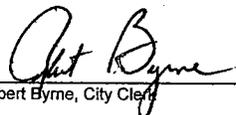
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/12/10       |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Grand Street from Greene Street to Washington Street beginning Noon and ending 5:00 p.m. on Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010) at the request of The Historic Paulus Hook Association for the purpose of a park neighborhood fund raiser

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Andree Bourgon on behalf of the Historic Paulus Hook Assn, 100 Dudley St #2411, JCNJ 1.212.658.8641

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

Authorize the closing of Grand Street from Greene Street to Washington Street beginning 10:00 a.m. and ending 8:00 p.m. on Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010)

**4. Reasons (need) for the proposed program, project, et**

Park Neighborhood fundraiser

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010)

**8. Anticipated completion date:**

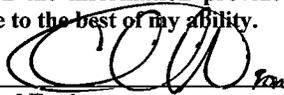
5:00 p.m., Saturday, June 12, 2010 (rain date: Sunday, June 13, 2010)

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

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

**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 ability.

  
\_\_\_\_\_  
Municipal Engineer

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: GRAND ST from GREENE ST to WASHINGTON ST**

**PURPOSE OF EVENT:** park neighborhood fundraiser

**BEGINS: Noon ENDS: 5PM Saturday, June 12 (rain date Sunday, June 13), 2010**

**APPLICANT:** Andree Bourgon

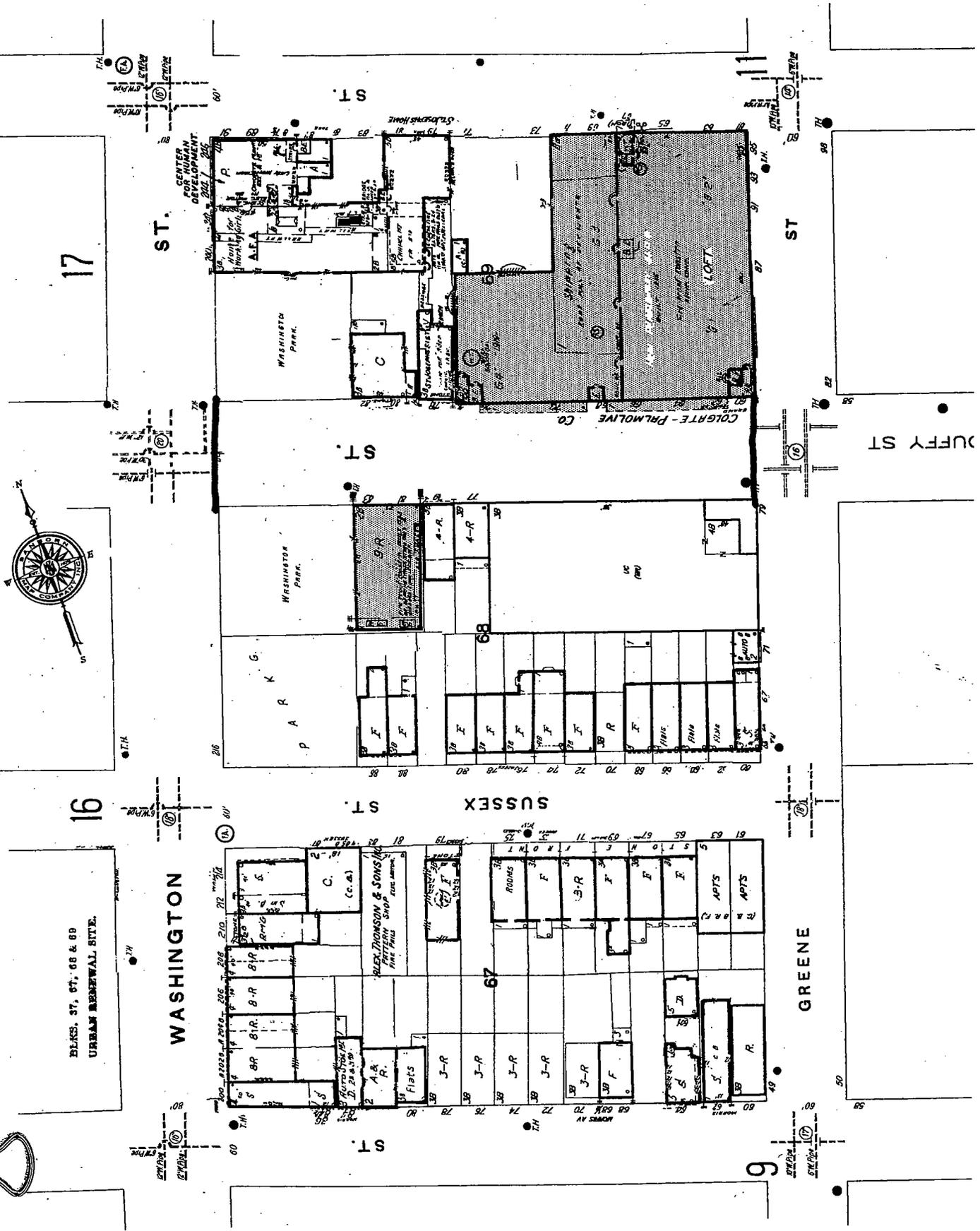
**ORGANIZATION:** Historic Paulus Hook Assn

**STREET ADDRESS:** 100 Dudley St #2411

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 212.658.8641

**BEING WAIVED:** nonresident



BLKs. 37, 67, 68 & 69  
URBAN REDEVELOPMENT SITE.



17

16

WASHINGTON

SUSSEX

GREENE

ST.

ST.

ST.

ST.

ST

DUFFY ST

6

67

68

69

CENTER FOR HUMAN DEVELOPMENT

WASHINGTON PARK

WASHINGTON PARK

PARK

ALEX. THOMSON & SONS

FLATS

ROOFS

APTS

LOFT

ST.

ST.

ST.

ST.

ST

DUFFY ST

6

67

68

69

CENTER FOR HUMAN DEVELOPMENT

WASHINGTON PARK

WASHINGTON PARK

PARK

ALEX. THOMSON & SONS

FLATS

ROOFS

APTS

LOFT

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

City Clerk File No. Res. 10-313

Agenda No. 10.Z.6

Approved: MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET (WITH GREENE STREET KEPT OPEN) BEGINNING NOON AND ENDING 8:00 P.M., SATURDAY, AUGUST 28, 2010 AT THE REQUEST OF THE JERSEY CITY LESBIAN & GAY OUTREACH FOR THE PURPOSE OF A FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Lesbian & Gay Outreach to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 8:00 p.m., Saturday, August 28, 2010 for the purpose of a Festival; and

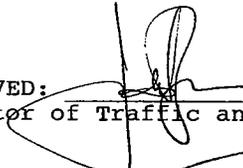
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

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

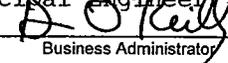
**WHEREAS**, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D) and 296.73(D) because the request to close Exchange Place and Montgomery Street was submitted by a non-resident and more than one block will be closed; and

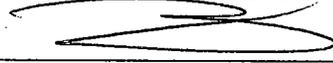
**WHEREAS**, the closing of the both Exchange Place and Montgomery Street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71 and 296.73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 8:00 p.m. Saturday, August 28, 2010.

APPROVED:   
Director of Traffic and Transportation

APPROVED:  4/29/10  
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pcl  
(04.29.10)

Certification Required   
Not Required

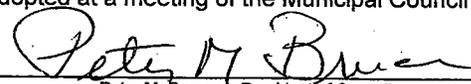
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      | 5/12/10       |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 8:00 p.m., Saturday, August 28, 2010 at the request of the Jersey City Lesbian & Gay Outreach for the purpose a Festival

**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 Paul Mendoza on behalf of the Jersey City Lesbian & Gay Outreach, 32 Jones St., JCNJ 646.567.9693

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

Authorize the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street (with Greene Street kept open) beginning Noon and ending 8:00 p.m., Saturday, August 28, 2010

**4. Reasons (need) for the proposed program, project, ET**

A Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

Noon, Saturday, August 28, 2010

**8. Anticipated completion date:**

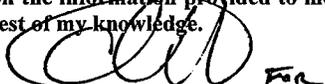
8:00 p.m., Saturday, August 28, 2010

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

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

**10. Additional comments:**

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

  
William R. Goble, P.E., Municipal Engineer

Signature of Department Director

4/21/10  
Date

Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: EXCHANGE PL**

**MONTGOMERY ST from HUDSON ST to WASHINGTON ST with GREENE ST  
kept open**

**PURPOSE OF EVENT: festival**

**BEGINS: Noon ENDS: 8PM Saturday, August 28, 2010**

**APPLICANT: N Paul Mendoza**

**ORGANIZATION: Jersey City Lesbian & Gay Outreach**

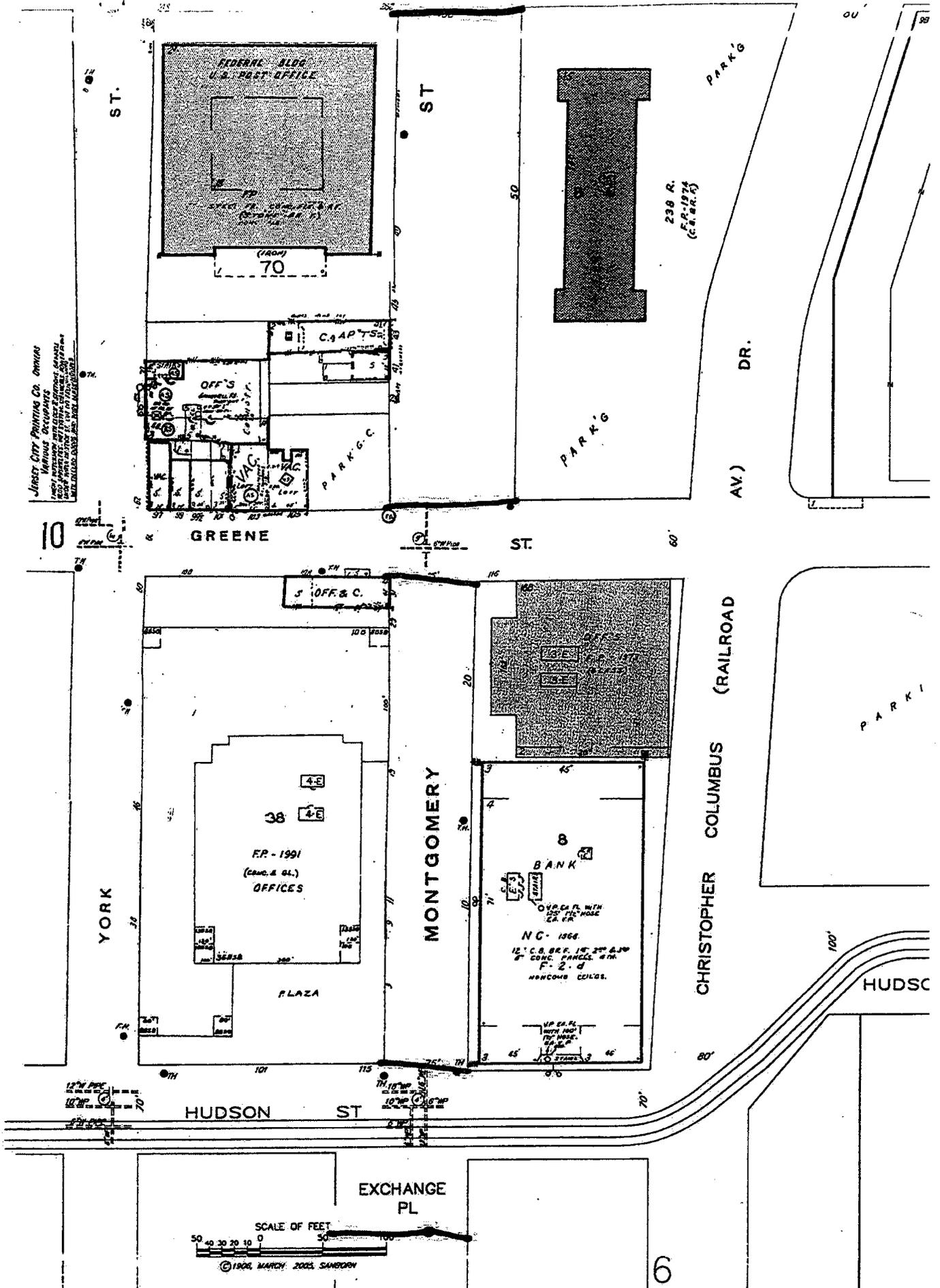
**STREET ADDRESS: 32 Jones St**

**CITY, STATE, ZIP: Jersey City NJ 07306**

**PHONE #: 646.567.9693**

**BEING WAIVED: more than one block at a time closed**

**First City Printing Co. Owners**  
 Various Occupants  
 1200 MARKET AVENUE, NEW YORK, N.Y.  
 1200 MARKET AVENUE, NEW YORK, N.Y.  
 1200 MARKET AVENUE, NEW YORK, N.Y.



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6

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

City Clerk File No. Res. 10-314

Agenda No. 10.Z.7

Approved: MAY 12 2010

TITLE:



**A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A SOUTHBOUND FAR-SIDE BUS STOP ON CENRAL AVENUE AT CONGRESS STREET, ALL TIMES; A NORTHBOUND FAR-SIDE BUS STOP ON MONTICELLO AVENUE AT BELMONT AVENUE, ALL TIMES; A WESTBOUND NEAR-SIDE BUS STOP ON NEWARK AVENUE AT MONMOUTH STREET, ALL TIMES; A NORTHBOUND FAR-SIDE BUS STOP ON OCEAN AVENUE AT MYRTLE AVENUE, ALL TIMES AND DESIGNATE A WESTBOUND NEAR-SIDE BUS STOP ON NEWARK AVENUE AT THIRD STREET, ALL TIMES AND AMEND THE SOUTHBOUND BUS STOP ON WEST SIDE AVENUE AT LOGAN AVENUE FROM A NEAR-SIDE STOP TO A FAR-SIDE STOP, 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 amending, designating and/or deleting 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. 10-003 through 10-008) amending, designating and deleting 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 (10-003) Delete a southbound far-side bus stop on Central Avenue @ Congress Street, all times (10-004) Delete a northbound far-side bus stop on Monticello Avenue @ Belmont Avenue, all times (10-005) Delete a westbound near-side bus stop on Newark Avenue @ Monmouth Street, all times (10-007) Delete a northbound far-side bus stop on Ocean Avenue @ Myrtle Avenue, all times (10-006) Designate a westbound near-side bus stop on Newark Avenue @ Third Street, all times (10-008) Amend the southbound bus stop on West Side Avenue @ Logan Avenue from a near-side bus stop to a far-side bus stop, 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 and Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pcl  
(04.29.10)

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

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

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing a southbound far-side bus stop on Central Avenue at Congress Street, all times; a northbound far-side bus stop on Monticello Avenue at Belmont Avenue, all times; a westbound near-side bus stop on Newark Avenue at Monmouth Street, all times; a northbound far-side bus stop on Ocean Avenue at Myrtle Avenue, all times and designate a westbound near-side bus stop on Newark Avenue at Third Street, all times and amend the southbound bus stop on West Side Avenue at Logan Avenue from a near-side bus stop to a far-side bus stop, 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

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

Repeal the southbound far-side bus stop on Central Avenue @ Congress Street, all times  
Repeal the northbound far-side bus stop on Monticello Avenue @ Belmont Avenue, all times  
Repeal the westbound near-side bus stop on Newark Avenue @ Monmouth Street, all times  
Repeal the northbound far-side bus stop on Ocean Avenue @ Myrtle Avenue, all times  
Designate a westbound near-side bus stop on Newark Avenue @ Third Street, all times  
Amend the southbound bus stop on West Side Avenue @ Logan Avenue from a near-side to a far-side bus stop, all times

**4. Reasons (need) for the proposed program, project, etc.:**

Repealing the bus stop on Central Avenue was requested by the Central Avenue SID – Coach USA feels the stop is unsafe – NJ Transit has already removed the bus stop signs

Repealing the bus stop on Monticello Avenue was requested by the Monticello Avenue SID – will make parking more available for the patrons of the Church located on the corner – there is another bus stop a block away

Repealing the bus stop on Newark Avenue at Monmouth Street was requested by the residents of the area to provide additional parking

Designating the bus stop on Newark Avenue at Third Street was requested by residents of the area – new bus stop is established in an area already designated as no parking, therefore parking is not affected

Repealing the bus stop on Ocean Avenue was requested by residents to keep people from congregating in front of their homes – there is another bus stop a block away – NJ Transit has already removed the bus stop signs

Amending the bus stop on West Side Avenue at Logan Avenue from a near-side to a far-side was requested by NJ Transit – existing signs keep getting knocked over by adjacent garage – new location includes driveway, creating additional parking at old location

**5. Anticipated benefits to the community:**

Increase safety and parking availability in the neighborhoods.

**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 Jersey City Municipal Council

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

Monte Zucker, Division of Engineering, Traffic and Transportation, ex. 4468

**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

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 10-003

April 29, 2010

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**BUS STOP REGULATION  
REPEALED**

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 REPEALED as a bus stop:

| STREET                                                                                                                                                                                                                       | HOURS            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. [ <i>Central Avenue, southbound on the westerly side at:<br/>a. Congress Street - (far-side)<br/>Beginning at the southerly curb line of Congress Street and<br/>extending to a point 100 feet southerly therefrom.</i> ] | <i>All Times</i> |

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: \_\_\_\_\_

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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 10-004

April 29, 2010

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**BUS STOP REGULATION  
REPEALED**

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 REPEALED as a bus stop:

| STREET                                                                                                                                                                                                                        | HOURS            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. [ <i>Monticello Avenue, northbound on the easterly side at:<br/>a. Belmont Avenue - (far-side)<br/>Beginning at the northerly curb line of Belmont Avenue and<br/>extending to a point 100 feet northerly therefrom.</i> ] | <i>All Times</i> |

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: \_\_\_\_\_

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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 10-005

April 29, 2010

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**BUS STOP REGULATION  
REPEALED**

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 REPEALED as a bus stop:

| STREET                                                                                                                                                                                                                     | HOURS            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. [ <i>Newark Avenue, westbound on the northerly side at:<br/>a. Monmouth Street - (near-side)<br/>Beginning at the easterly curb line of Monmouth Street and<br/>extending to a point 105 feet easterly therefrom.</i> ] | <i>All Times</i> |

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: \_\_\_\_\_

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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 10-006

April 29, 2010

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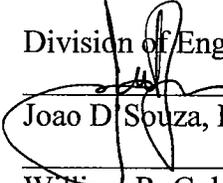
**BUS STOP REGULATION  
DESIGNATED**

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>Newark Avenue</u> , westbound on the northerly side at:<br>a. <u>Third Street - (near-side)</u><br>Beginning at the easterly curb line of Third Street and extending to a point 105 feet easterly therefrom. | All Times |

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: \_\_\_\_\_

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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 10-007

April 29, 2010

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**BUS STOP REGULATION  
REPEALED**

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 REPEALED as a bus stop:

**STREET**

**HOURS**

1. [ *Ocean Avenue, northbound on the easterly side at:*

*All Times*

*a. Myrtle Avenue - (far-side)*

*Beginning at the northerly curb line of Myrtle Avenue and extending to a point 100 feet northerly 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 10-008

April 29, 2010

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BUS STOP REGULATION  
AMENDED

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 AMENDED as a bus stop:

STREET

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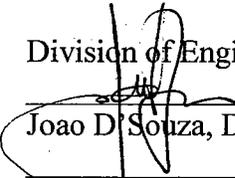
1. West Side Avenue, southbound on the westerly side at:

All Times

a. Logan Avenue – [*near-side*] (*far-side*)

Beginning at the southerly curb line of Logan Avenue 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

NOTE: New material to be inserted is underscored; material to be repealed is in [*brackets*].

Approved by Municipal Council Resolution

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

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CONGRESS

PATERSON

BLECKER

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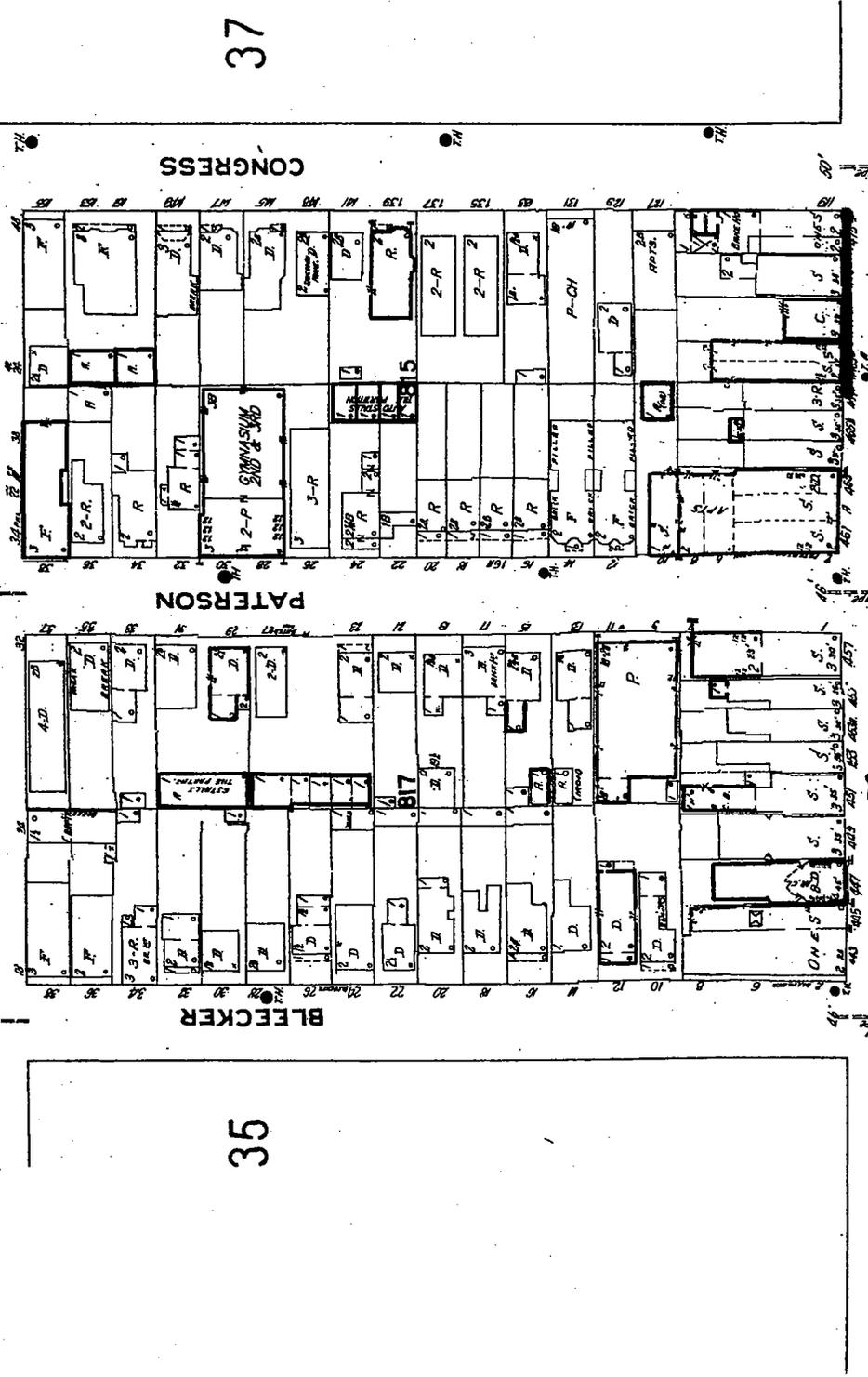
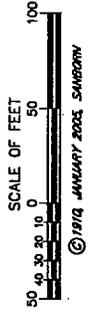
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CENTRAL AV.

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CONGRESS ST.



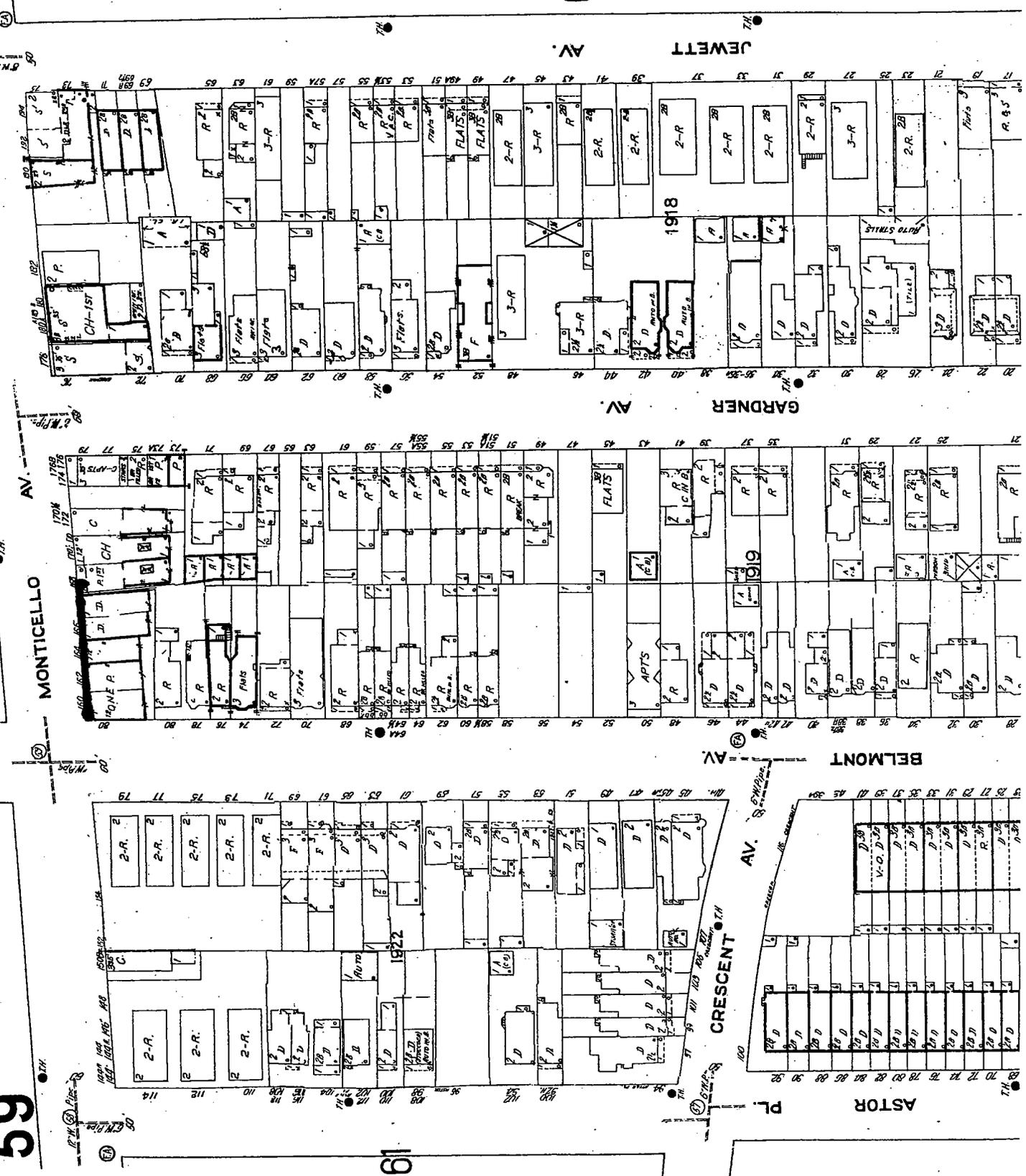
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JEWETT AV.

GARDNER AV.

BELMONT AV.

CRESCENT AV.

ASTOR PL.

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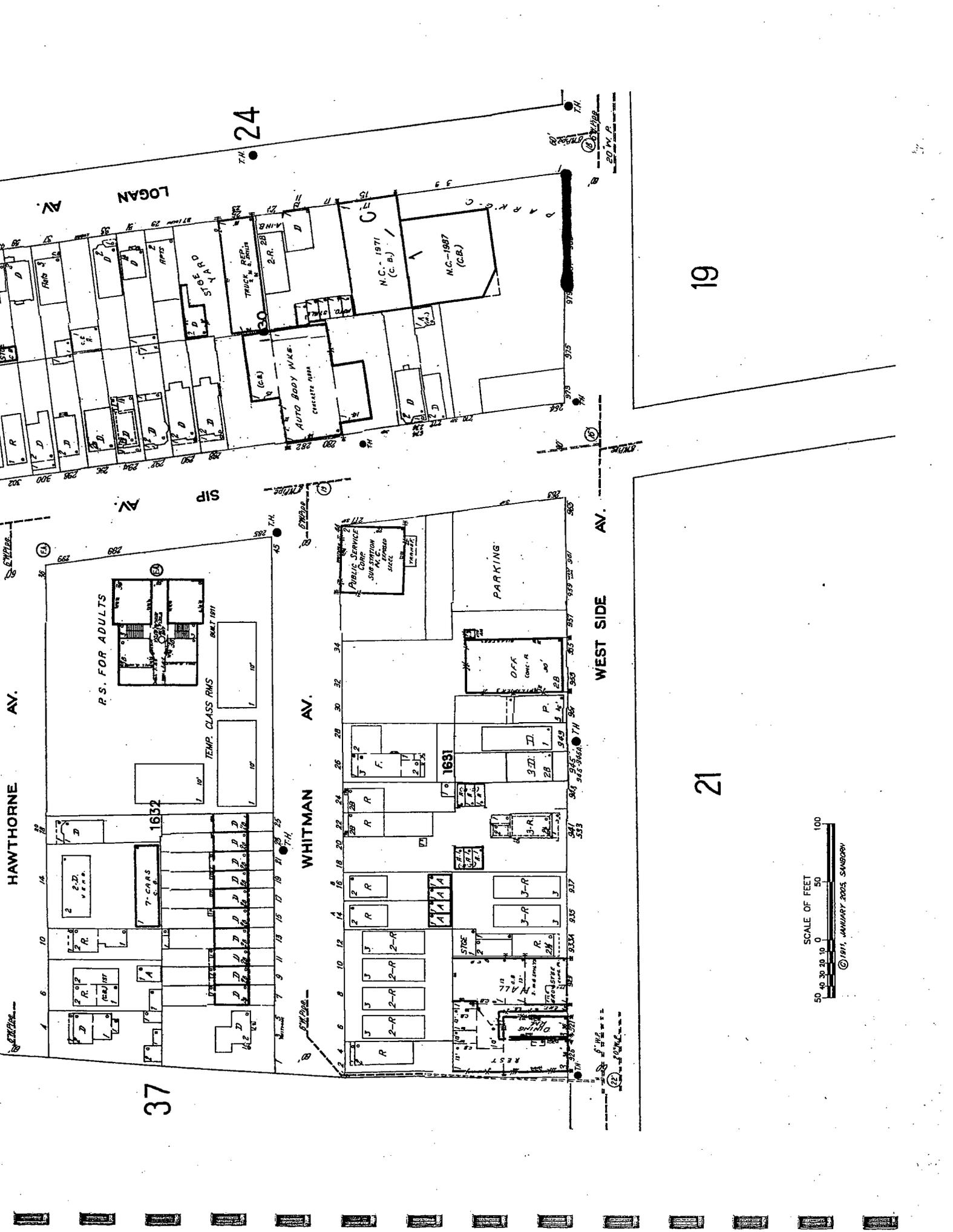
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HAWTHORNE AV.

WHITMAN AV.

WEST SIDE AV.

LOGAN AV.

SIP AV.

PARKING AV.

37

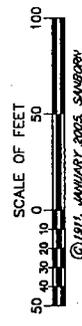
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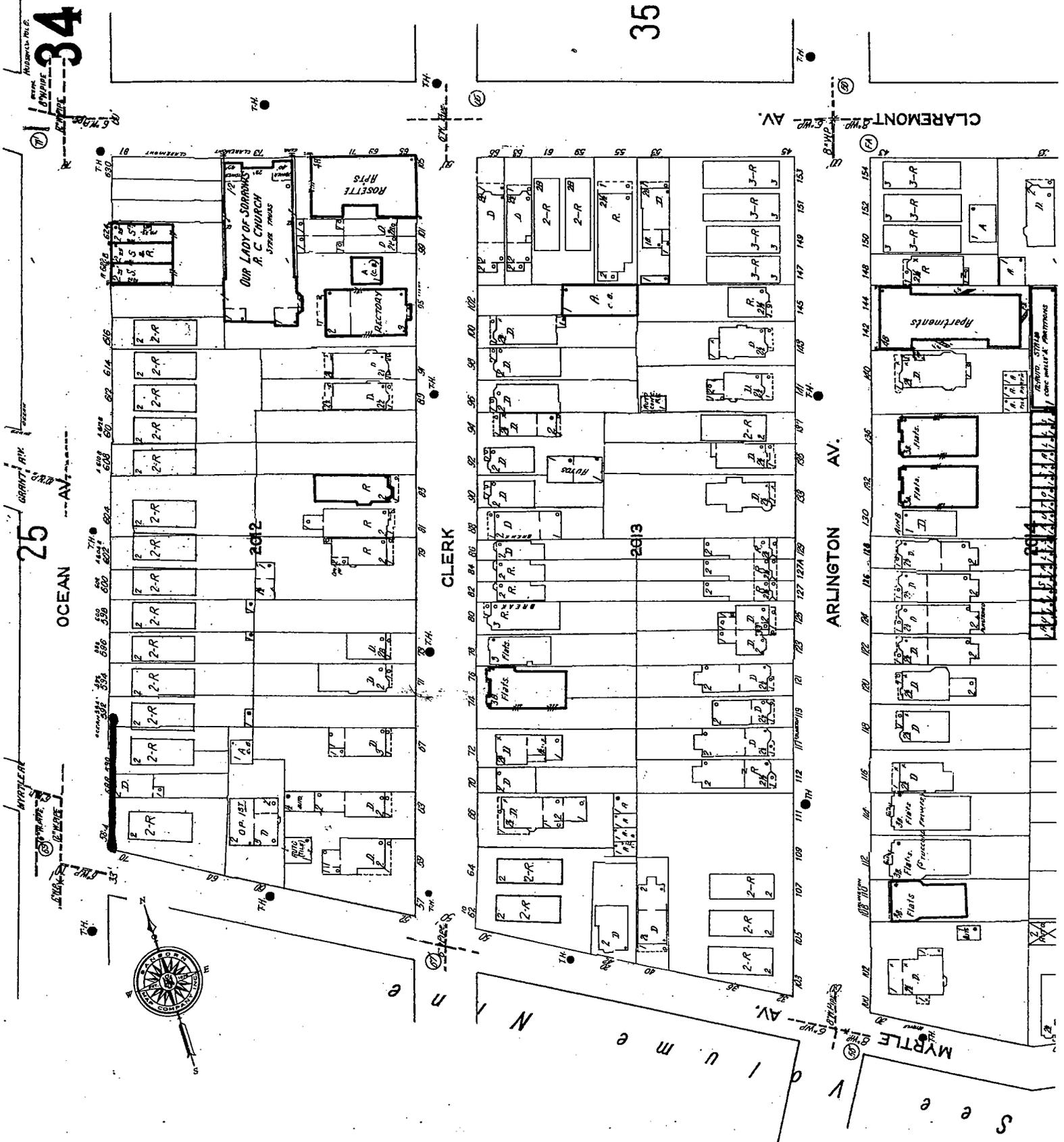
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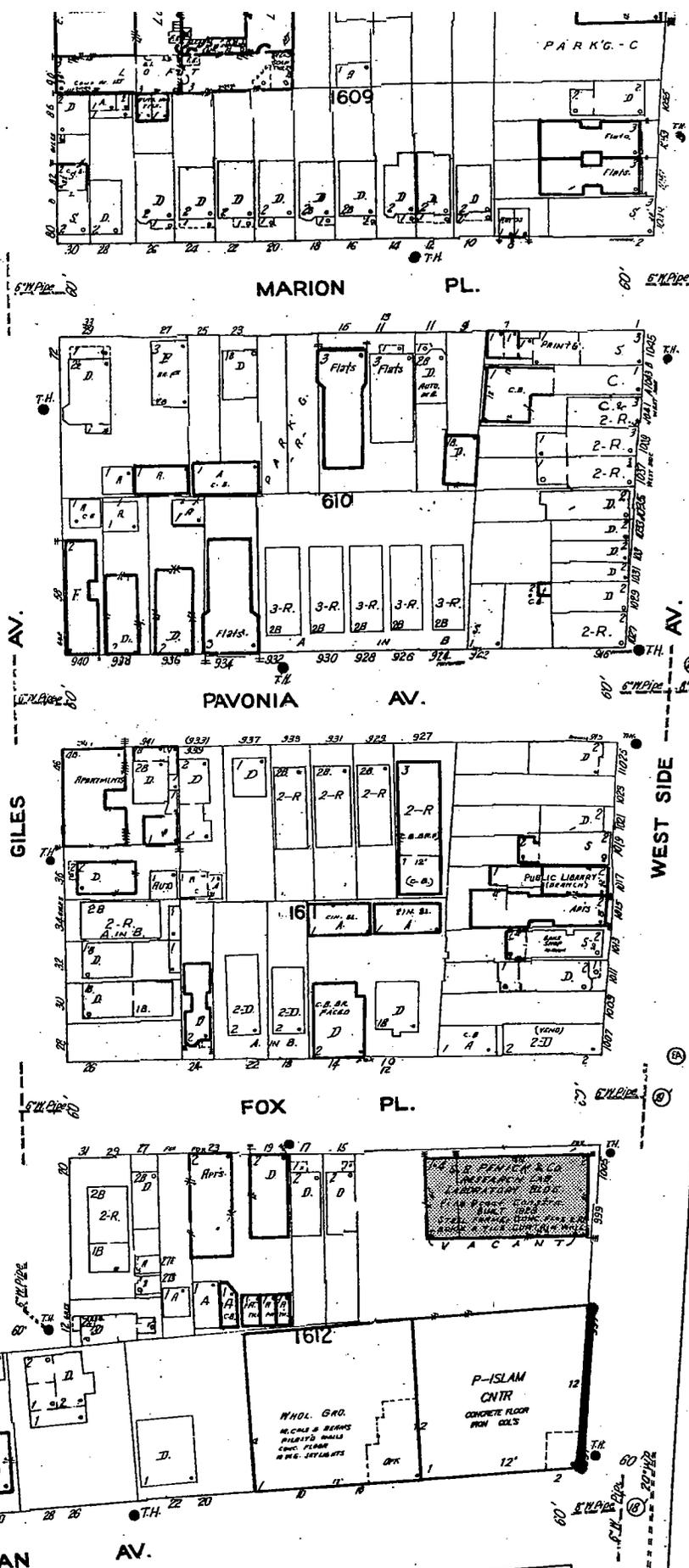
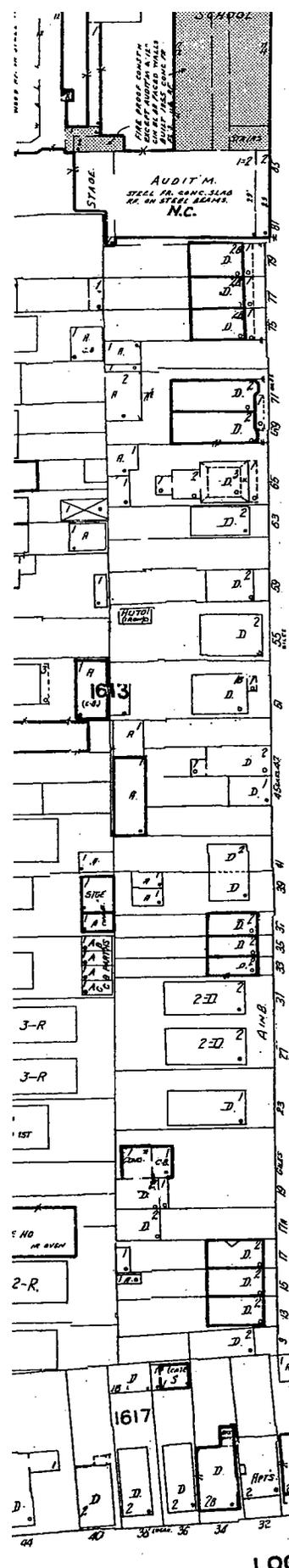
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Myrtle Ave.  
Claremont Ave.  
Ocean Ave.  
Clerk Ave.  
Arlington Ave.

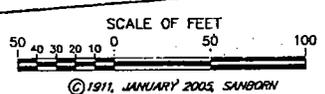
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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-315  
 Agenda No. 10.Z.8  
 Approved: MAY 12 2010  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), McWILLIAMS PLACE FROM NINTH STREET TO EIGHTH STREET BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. SATURDAY, JUNE 5, 2010 (RAIN DATE: SUNDAY, JUNE 6, 2010) AT THE REQUEST OF THE LEARNING COMMUNITY CHARTER SCHOOL FOR THE PURPOSE OF THE LEARNING COMMUNITY CHARTER SCHOOL ANNUAL STREET FAIR**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Learning Community Charter School to close McWilliams Place from Ninth Street to Eighth Street beginning 10:00 a.m. and ending 6:00 p.m. Saturday, June 5, 2010, Rain Date: Sunday, June 6, 2010 for the purpose of the Learning Community Charter School Annual Street Fair; and

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

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

**WHEREAS**, the request to close McWilliams Place does not meet one or more of the requirements set forth in Sections 296-71; 296-72(2) and 296-73(D) as the street closure will begin earlier than is permitted and is more than one block; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71; 296-72 and 296-73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place from Ninth Street to Eighth Street beginning 10:00 a.m. and ending 6:00 p.m. Saturday, June 5, 2010, Rain Date: Sunday, June 6, 2010.

APPROVED: [Signature]  
 Director of Traffic and Transportation *4/29/10*

APPROVED: [Signature] *TRM* APPROVED AS TO LEGAL FORM  
 Municipal Engineer

APPROVED: [Signature] *B O Kelly*  
 Business Administrator

APPROVED: [Signature]  
 Corporation Counsel

JDS:pcl  
 (04.29.10)

Certification Required   
 Not Required

**APPROVED 8-0**

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE**  
**5/12/10**

| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
|---------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| SOTTOLANO     | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY      | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ         | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), McWilliams Place from Ninth Street to Eighth Street beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, June 5, 2010 (rain date: Sunday, June 6, 2010) at the request of the Learning Community Charter School for the Learning Community Charter School Annual Street Fair

**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 Charlotte Krentz on behalf of the Learning Community Charter School, 2495 Kennedy Blvd, JCNJ 201.332.0900 ex 303

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

Authorize the closing of McWilliams Place from Ninth Street to Eight Street beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, June 5, 2010 (rain date: Sunday, June 6, 2010)

**4. Reasons (need) for the proposed program, project, et**

The Learning Community Charter School Annual Street Fair

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

10:00 a.m., Saturday, June 5, 2010 (rain date: Sunday, June 6, 2010)

**8. Anticipated completion date:**

6:00 p.m., Saturday, June 5, 2010 (rain date: Sunday, June 6, 2010)

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

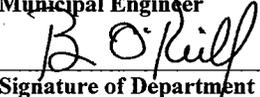
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**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 ability.

  
Municipal Engineer

4/27/10  
Date

  
Signature of Department Director

Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: McWILLIAMS PL from NINTH ST to EIGHTH ST**

**PURPOSE OF EVENT: Learning Community Charter School Annual Street Fair**

**BEGINS: 10AM ENDS: 6PM Saturday, June 5 (rain date Sunday, June 6), 2010**

**APPLICANT: Charlotte Krentz**

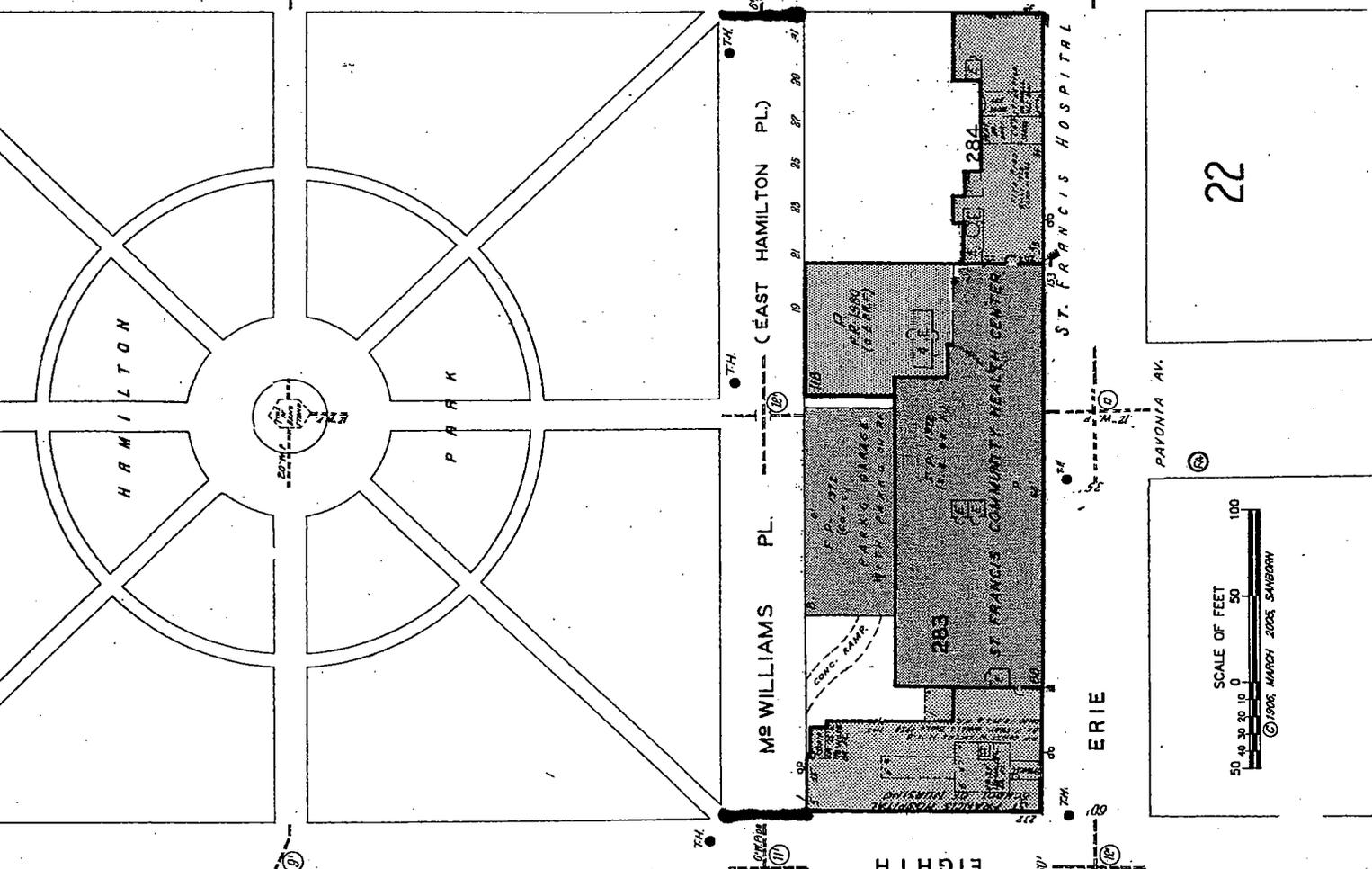
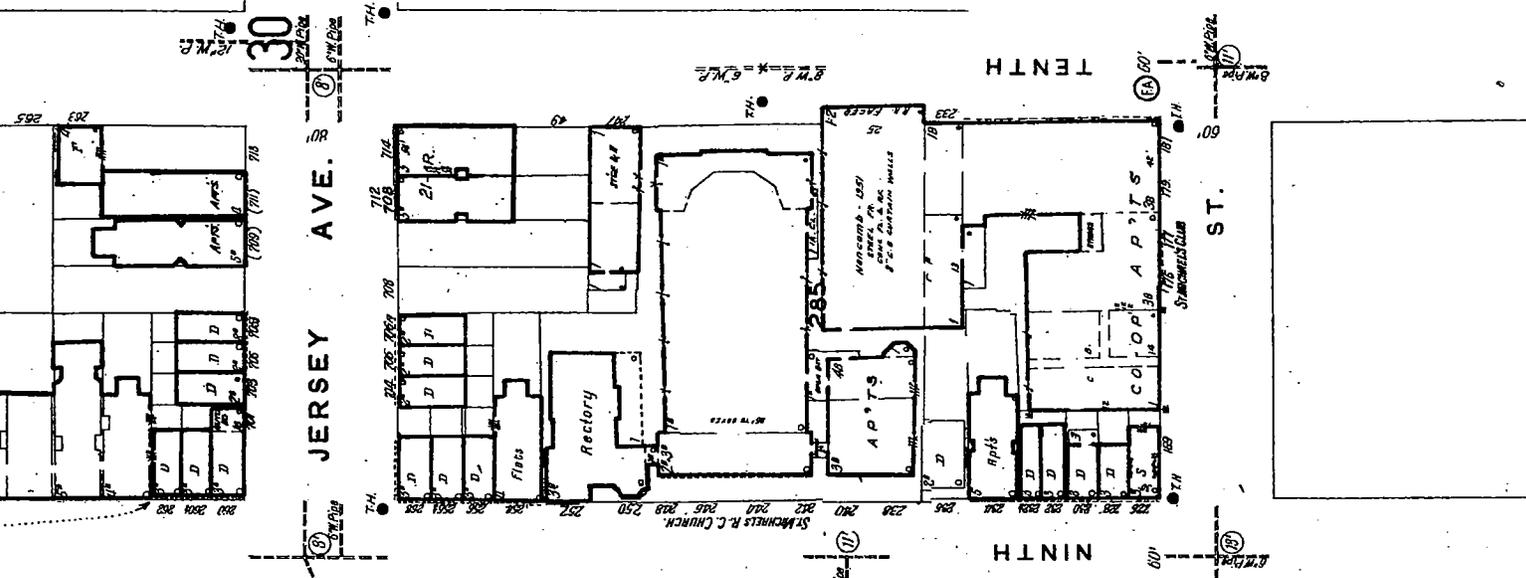
**ORGANIZATION: The Learning Community Charter School**

**STREET ADDRESS: 2495 Kennedy Blvd**

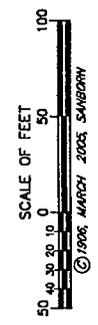
**CITY, STATE, ZIP: Jersey City NJ 07304**

**PHONE #: 201.332.0900x303**

**BEING WAIVED: nonresident, start time**



22



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

City Clerk File No. Res. 10-316

Agenda No. 10.Z.9

Approved: MAY 12 2010

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), JERSEY AVENUE FROM COLUMBUS DRIVE TO NEWARK AVENUE BEGINNING NOON AND ENDING 8:00 P.M. SATURDAY, MAY 29, 2010 (RAIN DATE: SUNDAY, MAY 30, 2010) AT THE REQUEST OF AHYMN ESPRESSO BAR & CAFE FOR THE PURPOSE OF THE AHYMN ANNUAL GOSPEL CELEBRATION ANNIVERSARY**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Ahymn Espresso Bar & Cafe to close Jersey Avenue from Columbus Drive to Newark Avenue beginning Noon and ending 8:00 p.m. Saturday, May 29, 2010, Rain Date: Sunday, May 30, 2010 for the purpose of the Ahymn Annual Gospel Celebration Anniversary; and

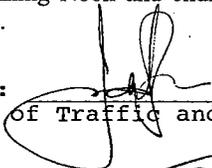
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

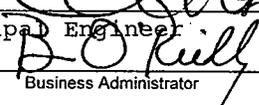
**WHEREAS**, the request to close Jersey Avenue does not meet one or more of the requirements set forth in Sections 296-71 and 296-73(D) as the street closure is more than one block; and

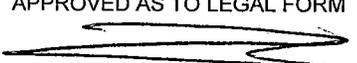
**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 and 296-73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Jersey Avenue from Columbus Drive to Newark Avenue beginning Noon and ending 8:00 p.m. Saturday, May 29, 2010, Rain Date: Sunday, May 30, 2010.

APPROVED:   
Director of Traffic and Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pcl  
(04.29.10)

Certification Required

Not Required

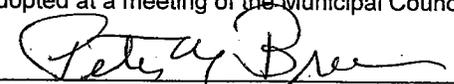
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Jersey Avenue from Columbus Drive to Newark Avenue beginning Noon and ending 8:00 p.m. on Saturday, May 29, 2010 (rain date: Sunday, May 30, 2010) at the request of Ahymn Espresso Bar & Café for the Ahymn Annual Gospel Celebration Anniversary

**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 Devin Phillips on behalf of Ahymn Espresso Bar & Café, 510 Jersey Avenue, JCNJ 201.839.5717

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

Authorize the closing of Jersey Avenue from Columbus Drive to Newark Avenue beginning Noon and ending 8:00 p.m. Saturday, May 29, 2010 (rain date: Sunday, May 30, 2010)

**4. Reasons (need) for the proposed program, project, et**

Ahymn Annual Gospel Celebration Anniversary

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Saturday, May 29, 2010 (rain date: Sunday, May 30, 2010)

**8. Anticipated completion date:**

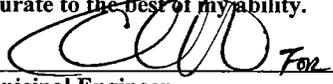
8:00 p.m., Saturday, May 29, 2010 (rain date: Sunday, May 30, 2010)

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

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

**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 ability.

  
Municipal Engineer

4/29/10  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: JERSEY AV from COLUMBUS DR to NEWARK AV**

**PURPOSE OF EVENT: Ahymn Annual Gospel Celebration Anniversary**

**BEGINS: Noon ENDS: 8PM Saturday, May 29 (rain date Sunday, May 30), 2010**

**APPLICANT: Devin Phillips**

**ORGANIZATION: Ahymn Espresso Bar & Cafe**

**STREET ADDRESS: 510 Jersey Av**

**CITY, STATE, ZIP: Jersey City NJ 07302**

**PHONE #: 201.839.5717**

**BEING WAIVED: more than one block at a time closed**



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

City Clerk File No. Res. 10-317

Agenda No. 10.Z.10

Approved: MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE AND GILES AVENUE FROM MARION PLACE TO BROADWAY BEGINNING 6:00 P.M. AND ENDING 11:00 P.M. THURSDAY, JULY 8, 2010 THROUGH SUNDAY, JULY 11, 2010 AND WEDNESDAY, JULY 14, 2010 THROUGH SATURDAY, JULY 17, 2010 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL**

**WHEREAS**, the Division of Traffic and Transportation has received an application from Our Lady of Mt. Carmel Church to close Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m., Thursday, July 8, 2010 through Sunday, July 11, 2010 and Wednesday, July 14, 2010 through Saturday, July 17, 2010 for the purpose of an annual family festival; and

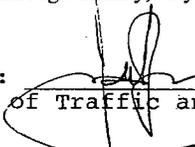
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

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

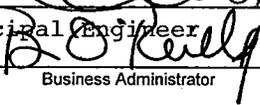
**WHEREAS**, the request to close both Broadway and Giles Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2) and 296-73(D) as the street closure exceeds one block, occurs on a weekday and the start and end times are earlier and later than permitted; and

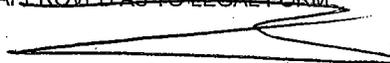
**WHEREAS**, the closing of the aforementioned street(s) will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010 and Wednesday, July 14, 2010 through Saturday, July 17, 2010

APPROVED:   
Director of Traffic and Transportation

APPROVED:  4/29/10  
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pcl  
(04.29.01)

Certification Required

Not Required

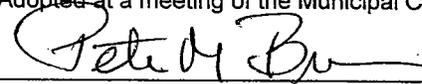
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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 FACT SHEET**

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

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

A resolution authorizing the closing of a Municipal Street(s), Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010 and Wednesday, July 14, 2010 through Saturday, July 17, 2010 at the request of Our Lady of Mt. Carmel Church for the purpose of an annual family festival.

**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 Rev. Michael C. Santoro on behalf of Our Lady of Mount Carmel Church, 99 Broadway, JCNJ 201.435.7080

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

Close both Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m., Thursday, July 8, 2010 through Sunday, July 11, 2010 and Wednesday, July 14, 2010 through Saturday, July 17, 2010

**4. Reasons (need) for the proposed program, project, etc.:**

For the purpose of an annual family festival.

**5. Anticipated benefits to the community:**

Community event

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

No Cost to the City

**7. Date proposed program or project will commence:**

Beginning 6:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010  
Beginning 6:00 p.m. Wednesday, July 14, 2010 through Saturday, July 17, 2010

**8. Anticipated completion date:**

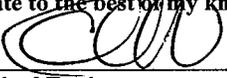
Ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010  
Ending 11:00 p.m. Wednesday, July 14, 2010 through Saturday, July 17, 2010

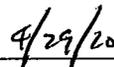
**9. Person responsible for coordinating proposed program, project, etc.:**

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

**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

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: BROADWAY from WEST SIDE AV to WALES AV  
GILES AV from MARION PL to BROADWAY**

**PURPOSE OF EVENT:** annual Family Festival

**BEGINS: 6PM ENDS: 11PM - Thursday, July 8 through Sunday, July 11 and  
Wednesday, July 14 through Saturday, July 17, 2010**

**APPLICANT:** Rev Michael C Santoro

**ORGANIZATION:** Our Lady of Mt Carmel Church

**STREET ADDRESS:** 99 Broadway

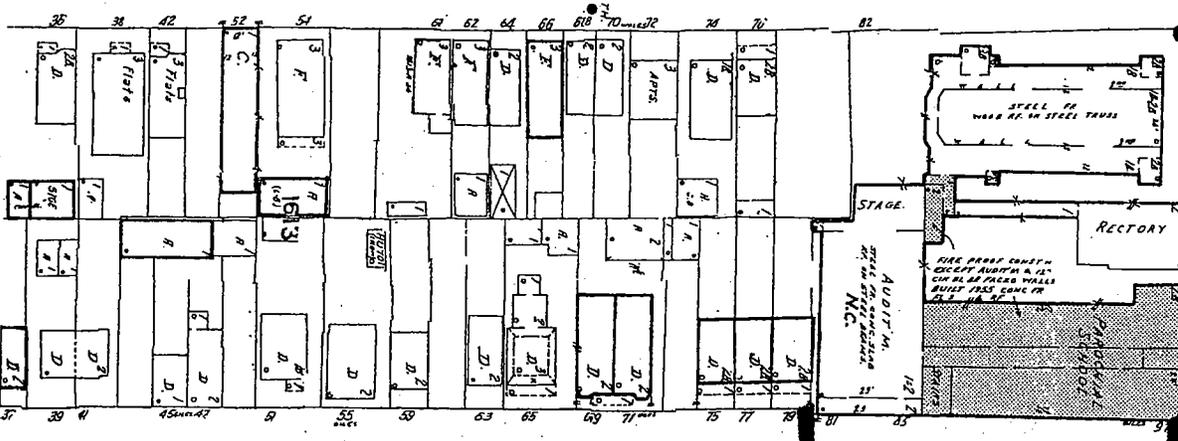
**CITY, STATE, ZIP:** Jersey City NJ 07306

**PHONE #:** 201.435.7080

**BEING WAIVED:** days of week, end time, more than one block at a time closed

23

WALES AV.



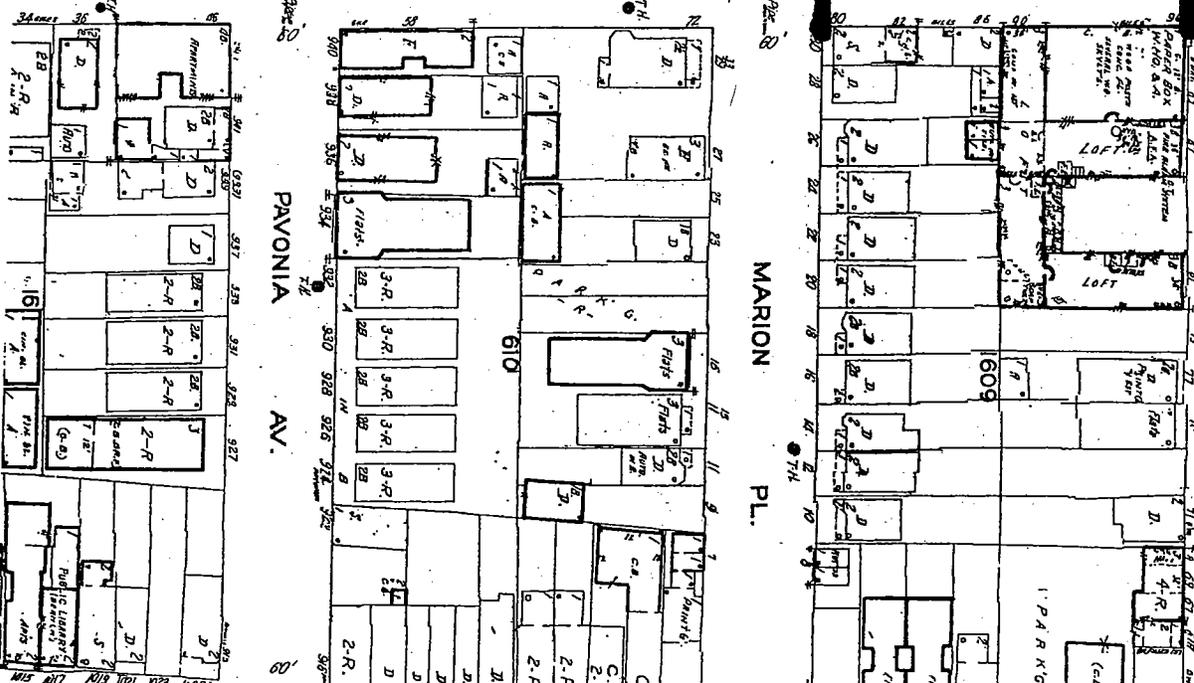
OUR LADY OF MOUNT CARMEL R.C. CHURCH & SCHOOL

BROADWAY

26

LOFTS - 21 ST. BROADWAY  
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

GILES AV.



PAVONIA AV.

MARION PL.

WEST SIDE AV.

22

24

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

City Clerk File No. Res. 10-318  
 Agenda No. 10.7.11  
 Approved: MAY 12 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO DIVISION STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO FIFTH STREET BEGINNING 9:00 A.M. MONDAY AUGUST 9, 2010 AND ENDING 5:00 P.M. MONDAY AUGUST 16, 2010 AT THE REQUEST OF HOLY ROSARY CHURCH FOR AN ITALIAN STREET FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Holy Rosary Church to close Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday August 9, 2010 and ending 5:00 p.m. Monday, August 16, 2010 for the purpose of a Parish carnival; and

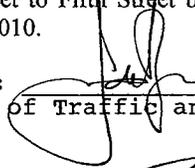
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

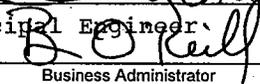
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

**WHEREAS**, the request to close both Sixth Street and Brunswick Street, does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and Section 296-73 (D) because the street closure will be for more than twenty-four contiguous hours, the event will be held on weekdays, the start and end times exceed what is permitted and more than one block at a time will be closed; and

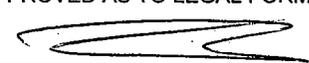
**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday, August 9, 2010 and ending 5:00 p.m. Monday, August 16, 2010.

APPROVED:   
 Director of Traffic and Transportation

APPROVED:   
 Municipal Engineer  
 APPROVED:   
 Business Administrator

4/29/10

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

JDS:pcl  
 (04.29.10)

Certification Required   
 Not Required

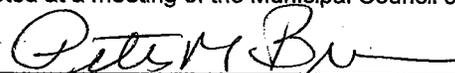
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |         |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|---------|------|---------------|-----|-----|------|
|                                         |     |     |      |               |        | 5/12/10 |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY     | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |         |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |         |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |         |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday August 9, 2010 and ending 5:00 p.m. Monday, August 16, 2010 at the request of Holy Rosary Church for the purpose of an Italian Feast.

**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 Nicholas J. Grillo on behalf of Holy Rosary Church, 344 Sixth St, JCNJ 201.783.3045

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

Authorize the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday, August 9, 2010 and ending 5:00 p.m. Monday, August 16, 2010

**4. Reasons (need) for the proposed program, project, ET**

An Italian Feast

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

9:00 a.m. Monday August 9, 2010

**8. Anticipated completion date:**

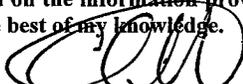
5:00 p.m. Monday, August 16, 2010

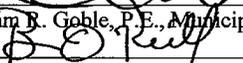
**9. Person responsible for coordinating proposed program, project, etc.:**

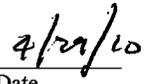
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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

  
\_\_\_\_\_  
William B. Goble, P.E., Municipal Engineer

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: BRUNSWICK ST from SEVENTH ST to FIFTH ST  
SIXTH ST from MONMOUTH ST to DIVISION ST**

PURPOSE OF EVENT: Italian Street Festival

**BEGINS: 9AM Monday, August 9 ENDS: 5PM Monday, August 16, 2010**

APPLICANT: Nicholas J Grillo

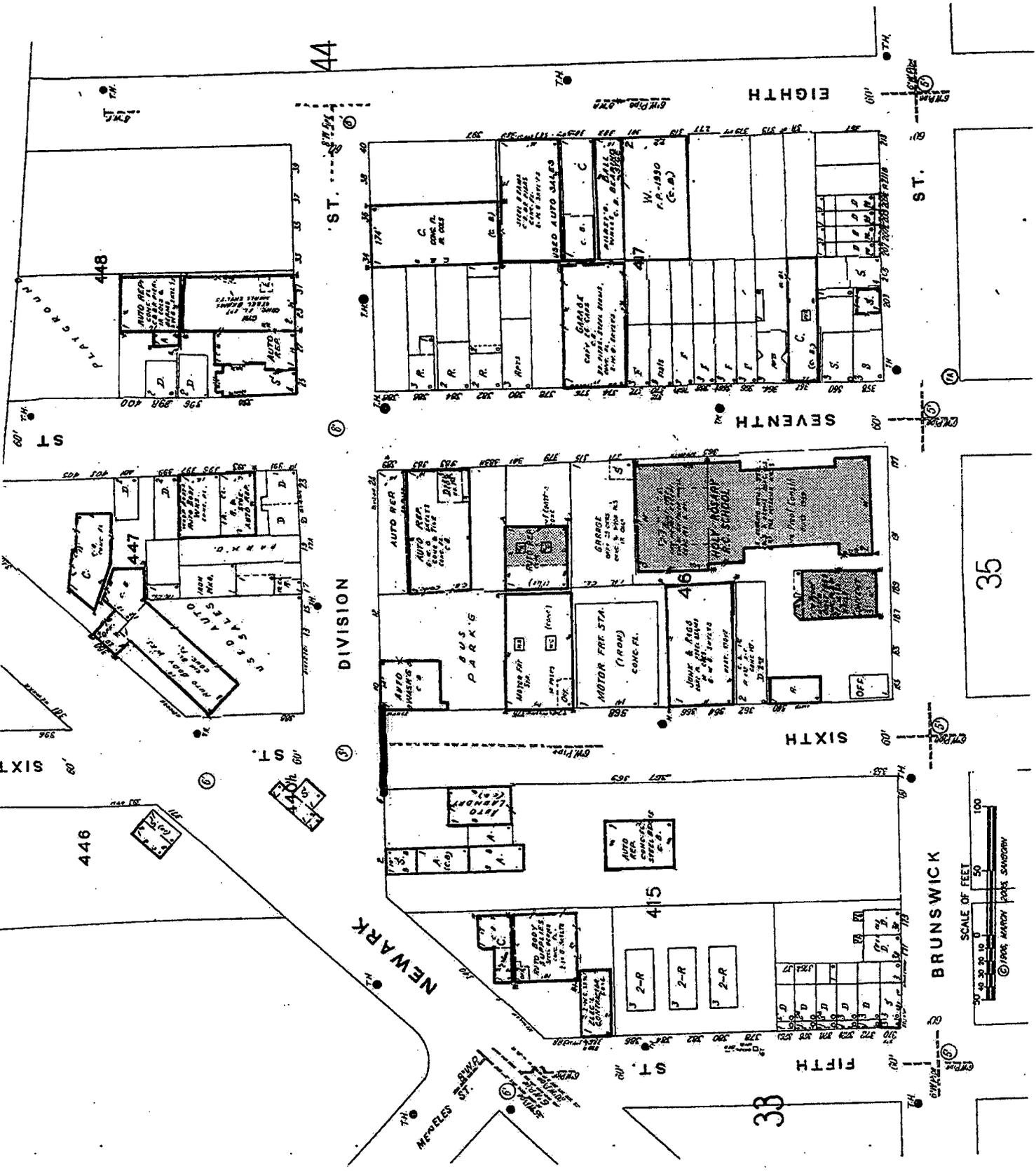
ORGANIZATION: Holy Rosary Church

STREET ADDRESS: 344 Sixth St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.783.3045

BEING WAIVED: days of week, start & end times, more than one block at a time closed,  
closed more than twenty-four continuous hours



35

EIGHTH

SEVENTH

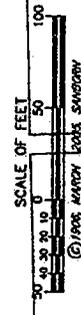
SIXTH

FIFTH

DIVISION

NEWARK

BRUNSWICK



44

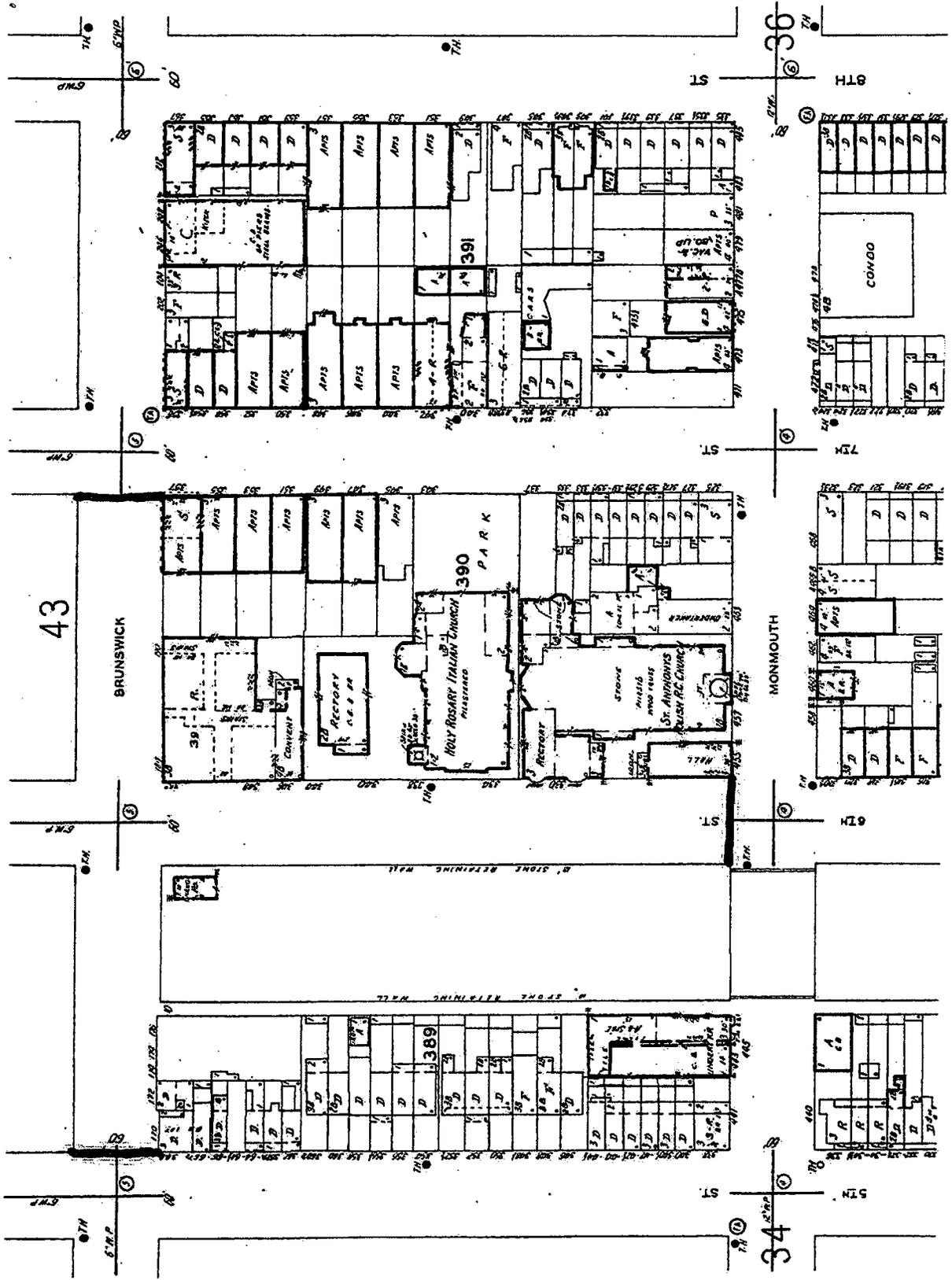
446

447

448

33

BLKS. 385, 386, 390 & 391.  
URBAN RENEWAL SITE.



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

City Clerk File No. Res. 10-319  
 Agenda No. 10.Z.12  
 Approved: MAY 12 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION REAPPOINTING COUNCILWOMAN VIOLA S. RICHARDSON AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 29, 2010, that he has reappointed **Councilwoman Viola S. Richardson**, of 239 Stegman Street, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**, for a term to commence immediately and expire on June 30, 2010.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Councilwoman Viola S. Richardson** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

Certification Required

Not Required

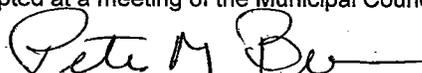
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/12/10       |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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



JERRAMIAH T. HEALY  
MAYOR

CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

April 29, 2010

President and Members of the Municipal Council  
280 Grove Street  
City of Jersey City  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have reappointed **Councilwoman Viola S. Richardson**, of 239 Stegman Street, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**. Mrs. Richardson's term will commence immediately upon the adoption of a resolution and will expire on June 30, 2010.

I respectfully request your advice and consent on this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'J. Healy', written over a horizontal line.

Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Barbara Amato, Secretary, J.C. Redevelopment Agency  
Dominick Pandolfo, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Viola Richardson, Councilwoman, Ward F

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

City Clerk File No. Res. 10-320  
 Agenda No. 10.Z.13  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING COUNCILMAN MICHAEL J. SOTTOLANO AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

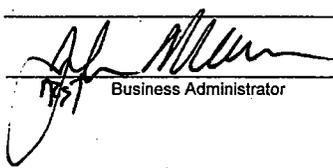
**COUNCIL  
 OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 29, 2010, that he has reappointed **Councilman Michael J. Sottolano**, of 84A Suburbia Drive, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**, for a term to commence immediately and expire on June 30, 2010.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Councilman Michael J. Sottolano** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

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

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

Certification Required

Not Required

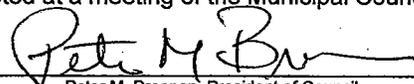
**APPROVED 7-0-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |         |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|---------|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |         |      | 5/12/10       |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY     | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               |     | ABSTAIN |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |         |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |         |      | RICHARDSON    | ABSENT |     |      | 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

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

April 29, 2010

President and Members of the Municipal Council  
280 Grove Street  
City of Jersey City  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have reappointed **Councilman Michael J. Sottolano**, of 84A Suburbia Drive, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**. Mr. Sottolano's term will commence immediately upon the adoption of a resolution and will expire on June 30, 2010.

I respectfully request your advice and consent on this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'J. Healy', written over a horizontal line.

Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Barbara Amato, Secretary, J.C. Redevelopment Agency  
Dominick Pandolfo, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Michael J. Sottolano, Councilperson, Ward A

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

City Clerk File No. Res. 10-321  
 Agenda No. 10.Z.14  
 Approved: MAY 12 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION REAPPOINTING MARY McDONALD AS A MEMBER OF THE JERSEY CITY ALCOHOLIC BEVERAGE CONTROL BOARD

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor, by letter dated May 3, 2010, has advised the Municipal Council that he has reappointed **Mary McDonald (Republican)** of 145 Grace Street, Jersey City, New Jersey, as a **Member** of the **Jersey City Alcoholic Beverage Control Board**, for a term to commence upon adoption of this resolution and expire June 30, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Mary McDonald** as a **Member** of the **Jersey City Alcoholic Beverage Control Board**, for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

*[Signature]*  
 Business Administrator

*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear Council President and Members,

Kindly be advised that I have reappointed **Mary McDonald**, a Republican, of 145 Grace Street, Jersey City, New Jersey, to serve as a member of the **Jersey City Alcoholic Beverage Control Board**, for a term to commence upon the adoption of a resolution and expire on June 30, 2012.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', written over a horizontal line.

Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Paul Barna, Director, Div. of Commerce  
Robert Dalton, Secretary, Alcoholic Beverage Control Board  
Dominick Pandolfo, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Mary McDonald

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

City Clerk File No. Res. 10-322  
 Agenda No. 10.Z.15  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING MARTIN KING JACKSON AS A MEMBER OF THE JERSEY CITY ALCOHOLIC BEVERAGE CONTROL BOARD

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor, by letter dated May 3, 2010, has advised the Municipal Council that he has reappointed **Martin King Jackson (Democrat)** of 68 Country Village Road, Jersey City, New Jersey, as a member of the **Jersey City Alcoholic Beverage Control Board**, for a term to commence upon adoption of this resolution and expire June 30, 2010.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Martin King Jackson** as a **Member** of the **Jersey City Alcoholic Beverage Control Board**, for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

Certification Required

Not Required

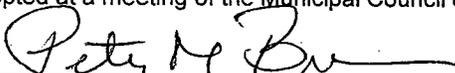
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear Council President and Members,

Kindly be advised that I have reappointed **Martin K. Jackson**, a Democrat, of 68 Country Village Road, Jersey City, New Jersey, to serve as a member of the **Jersey City Alcoholic Beverage Control Board**, for a term to commence upon the adoption of a resolution and expire on June 30, 2010.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', is written over a faint, larger version of the signature.

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Paul Barna, Director, Div. of Commerce  
Robert Dalton, Secretary, Alcoholic Beverage Control Board  
Dominick Pandolfo, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez  
Martin K. Jackson

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

City Clerk File No. Res. 10-323  
 Agenda No. 10.Z.16  
 Approved: MAY 12 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION APPOINTING MARCOS A. BERIA AS A MEMBER OF THE JERSEY CITY CULTURAL ARTS COMMISSION

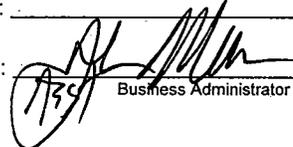
**COUNCIL  
 OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

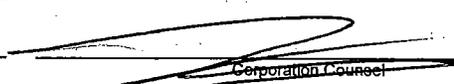
**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010 that he has appointed **Marcos A. Beria** of 294 Fourth Street, Jersey City, New Jersey to serve as a regular member of the **Jersey City Cultural Arts Commission**, to replace David Ruiz, Jr., whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on August 16, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Marcos A. Beria** as a member of the **Jersey City Cultural Arts Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required   
 Not Required

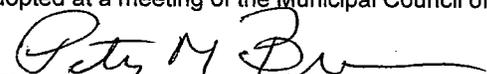
APPROVED **8-0**

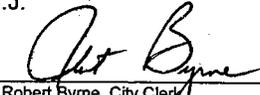
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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



JERRAMIAH T. HEALY  
MAYOR

CITY HALL  
JERSEY CITY, NJ 07302  
TEL: (201) 547-5200  
FAX: (201) 547-4288

May 3, 2010

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Marcos A. Beria**, of 294 Fourth Street, Jersey City, New Jersey, to serve as a member of the **Cultural Arts Commission**. Mr. Beria will replace David Ruiz, Jr., whose term has expired, for a term to commence upon the approval of a resolution and will expire August 16, 2013.

I request your advice and consent on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', is written over the typed name.

Jerramiah T. Healy  
Mayor

cc: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Maryann Kelleher-Arango, Director, Cultural Affairs  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Marcos A. Beria

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

City Clerk File No. Res. 10-324  
 Agenda No. 10.Z.17  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING ELBA PEREZ CINCIARELLI AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010, that he has reappointed **Elba Perez Cinciarelli** of 258 Montgomery Street, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, for a term to commence upon adoption of this resolution and expire on May 16, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Elba Perez Cinciarelli** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
 Business Administrator

*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |         |      |               |     |        |      |               |     |     |      |
|-----------------------------------------|-----|---------|------|---------------|-----|--------|------|---------------|-----|-----|------|
| 5/12/10                                 |     |         |      |               |     |        |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY     | N.V. | COUNCILPERSON | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |         |      | GAUGHAN       | ✓   |        |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |         |      | FULOP         | ✓   |        |      | VEGA          | ✓   |     |      |
| LOPEZ                                   |     | ABSTAIN |      | RICHARDSON    |     | ABSENT |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear Council Members,

Kindly be advised that I have reappointed **Elba Perez Cinciarelli**, of 258 Montgomery Street, Jersey City, New Jersey, to serve as a member of the **Jersey City Housing Authority**. Mrs. Cinciarelli's term will commence upon the adoption of a resolution and expire on May 16, 2014.

I respectfully request your advice and consent on this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', written over a white background.

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Maria T. Maio, Executive Director, J.C. Housing Authority  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Elba Perez Cinciarelli

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

City Clerk File No. Res. 10-325  
 Agenda No. 10.Z.18  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING RAJ MUKHERJI AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010 that he has reappointed **Raj Mukherji** of 122 Ogden Avenue, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, for a term to commence upon adoption of this resolution and expire on May 16, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Raj Mukherji** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
 Business Administrator

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

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTOLANO                                | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

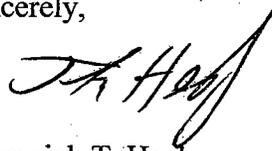
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey  
07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Raj Mukherji**, of 122 Ogden Avenue, Jersey City, New Jersey, to serve as a member of the **Jersey City Housing Authority**. Mr. Mukherji's term will commence upon the adoption of a resolution and expire on May 16, 2015.

I respectfully request your advice and consent on this appointment.

Sincerely,



Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Maria T. Maio, Executive Director, J.C. Housing Authority  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Raj Mukherji

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

City Clerk File No. Res. 10-326  
 Agenda No. 10.Z.19  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING WILLIAM A. GAUGHAN AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010, that he has reappointed William A. Gaughan of 976 Summit Avenue, Jersey City, New Jersey, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40A:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **William A. Gaughan** as a member of the **Jersey City Insurance Fund Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
*(Signature)*  
 Business Administrator

\_\_\_\_\_  
*(Signature)*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |         |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|---------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |         |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE     | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ABSTAIN |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓       |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT  |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
*(Signature)*  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
*(Signature)*  
 Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear President and Members,

Kindly be advised that I have reappointed **William A. Gaughan**, of 976 Summit Avenue, Jersey City, New Jersey, to serve as a member of the **Jersey City Insurance Fund Commission**, for a term to commence upon the adoption of a resolution and expire on August 17, 2011.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', is written over a faint circular stamp.

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Peter Soriero, Risk Manager  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
William A. Gaughan

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

City Clerk File No. Res. 10-327

Agenda No. 10.Z.20

Approved: MAY 12 2010

TITLE:



## RESOLUTION REAPPOINTING RODNEY HADLEY AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010, that he has reappointed **Rodney Hadley** of 1021 Laurel Trail, Martinsville, New Jersey, to serve as a member of the **Jersey City Insurance Fund Commission**, pursuant to the provisions of N.J.S.A. 40A:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Rodney Hadley** as a member of the **Jersey City Insurance Fund Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear President and Members,

Kindly be advised that I have reappointed **Rodney Hadley**, of 1021 Laurel Trail, Martinsville, New Jersey, 08836, to serve as a member of the **Jersey City Insurance Fund Commission**, for a term to commence upon the adoption of a resolution and expire on August 17, 2011.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', written in a cursive style.

Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Peter Soriero, Risk Manager  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Rodney Hadley

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

City Clerk File No. Res. 10-328  
 Agenda No. 10.7.21  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION REAPPOINTING LARRY ROSS AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010, that he has reappointed Larry Ross of 32 Colonial Woods Drive, West Orange, New Jersey, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40A:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2011.

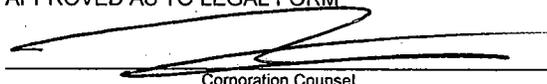
**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Larry Ross** as a member of the **Jersey City Insurance Fund Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

Not Required

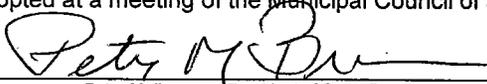
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |               |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|---------------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |               |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE           | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓             |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓             |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | <b>ABSENT</b> |     |      | 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

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

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

Dear President and Members,

Kindly be advised that I have reappointed **Larry Ross**, of 32 Colonial Woods Drive, West Orange, New Jersey, 07052, to serve as a member of the **Jersey City Insurance Fund Commission**, for a term to commence upon the adoption of a resolution and expire on August 17, 2011.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', is written over a faint, larger version of the signature.

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Peter Soriero, Risk Manager  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Larry Ross

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

City Clerk File No. Res. 10-329

Agenda No. 10.Z.22

Approved: MAY 12 2010

TITLE:



## RESOLUTION APPOINTING ANGELICA M. HARRISON AS A MEMBER OF THE JERSEY CITY PARKING AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2010, that he has appointed **Angelica M. Harrison** of 2762 John F. Kennedy Boulevard, Jersey City, New Jersey, as a member of the **Jersey City Parking Authority**, replacing George Juchnewich, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on May 16, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Angelica M. Harrison** as a member of the **Jersey City Parking Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY



JERRAMIAH T. HEALY  
MAYOR

CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

May 3, 2010

President and Members of the Municipal Council  
City Of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Angelica M. Harrison** of 2762 John F. Kennedy Boulevard, Jersey City, New Jersey, to serve as a member of the **Jersey City Parking Authority** replacing George Juchnewich, whose term has expired. Ms. Harrison's term will commence with the adoption of a resolution and will expire on May 16, 2015.

I respectfully request your advice and consent on this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Healy', is written over a faint circular stamp.

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Mary Spinello, Director, Jersey City Parking Authority  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Angelica M. Harrison

**ANGELICA M. HARRISON**  
2762 KENNEDY BOULEVARD  
JERSEY CITY, NEW JERSEY 07306  
DAYTIME TELEPHONE (201) 395-5461

**Education:**

Jersey City State College – 1961 – BA  
Additional Courses Rutgers University & Montclair State  
Civil Service Training Courses  
Civil Rights Training Courses  
NJ State Certified Teacher

**Experience:**

*1961 - Present* Hudson County Division of Welfare

***1983 to Present***

- Hudson County Welfare Director
- Charged with Welfare Programs including Public Assistance for Families, Single Adult Medicaid for Families and Aged, Disabled and Nursing Home and Medicaid, Family Care, Food Stamps and Special Medicaid Program. Agency also has Social Services for the Homeless Program
- Oversight of almost 600 employees
- Oversight \$500 million in Benefits including Medicaid Program, Public Assistance and Food Stamps
- Help negotiate Contracts with two Unions at the Hudson County Welfare Agency, both face to face and behind the scene

**1961 to 1983 – Various Titles**

- Deputy Director
- Administrative Supervisor
- Social Worker Supervisor
- Social Worker

**Boards & Committees:**

- Chairperson of Hudson County CEAS (Comprehensive Emergency Assistance Strategy) Committee since 1985
- Member of HSAC (Human Services Advisory Council) since its inception in 1980s
- Former President of County Welfare Directors' Association of New Jersey
- Former Corresponding Secretary of County Welfare Directors' Association of New Jersey
- Former Executive Committee Chairperson of County Welfare Directors' Association of New Jersey
- Commissioner of Hudson County Employees' Pension Fund – elected Position since 1995

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

City Clerk File No. Res. 10-330  
 Agenda No. 10.Z.23  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION APPROVING THE APPOINTMENT OF JOHN KELLY AS THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION, KNOWN AS THE BUSINESS ADMINISTRATOR, OF THE CITY OF JERSEY CITY

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

**WHEREAS**, N.J.S.A. 40:69A-43(b) provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the Mayor with the advice and consent of the Municipal Council; and

**WHEREAS**, N.J.S.A. 40:69A-44 provides for the qualifications and appointment of the Director of the Department of Administration, known as the Business Administrator; and

**WHEREAS**, by letter dated May 5, 2010, the Mayor has advised the Council that he has appointed John Kelly, who resides at 111 Old Forge Road, Millington, New Jersey 07946, as the Business Administrator and seeks the advice and consent of the Council to his appointment; and

**WHEREAS**, John Kelly has been selected based solely on the basis of his executive and administrative qualifications and experience, and is well-qualified to serve as the Business Administrator.

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

1. The appointment of John Kelly as the Director of the Department of Administration, known as the Business Administrator is approved; and
2. He shall serve during the term of office of the Mayor and until the appointment and qualification of a successor.

JM/he

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
 Business Administrator

*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         |        | ✓   |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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

**JOHN (Jack) KELLY**  
**jack.kelly@ci.orange.nj.us**

111 Old Forge Road  
Millington, NJ 07946

Office (973) 266-4106  
Mobile (201) 396-9778

**PROFESSIONAL EXPERIENCE**

**City of Orange Township**  
**29 North Day Street**  
**Orange, New Jersey 07050**

**City Administrator**  
**Chief Financial Officer/Director of Finance**

**Feb – May 2009**  
**1989 - Present**

Responsible for the daily financial operation of city government, including budget preparation for \$60 Million Current Fund Budget and \$8 Million Utility Budget. Advise Mayor and Council on current legislative action, labor negotiations, compensation policies, insurance, and similar issues. Routinely take the lead on complicated or sensitive issues. Certain accomplishments include:

- Assumes responsibility negotiating Collective Bargaining Agreements. FMBA is on eleven step salary guide and both Police and Fire Superiors contribute towards fringe benefits. Effective 7/1/09 UMDNJ will dispatch all Fire calls. As of 1/1/07 Non-Uniformed new hires are ineligible for retiree health care or longevity benefits.
- Successfully changed health care providers, exiting the State Health Benefits Program, 500 lives (350 active, 150 retirees) April 1, 2005. Full indemnity plan realized savings of \$600,000. Second year increase 9% vs. SHBP increase 16%. SHBP premium deferral is phased in over 36 months.
- Spearheaded municipality's renewable energy initiative. Secured \$725,000(100% financing) from the BPU and Department of Community Affairs. The 100kW system, installed spring 2008, generates an annual revenue stream of \$100,000 in Solar Renewable Energy Credits (SRECS) and simultaneously reduces the energy demand at the installed facility.
- Initiated and negotiated to conclusion real property leases with the Essex County Sheriffs Bureau of Narcotics and the United States Postal Service. \$250,000 in new revenue will be added to the City's finances. Leases are triple net and both include tenant "fit-up" and future year multipliers.
- Realigned \$3,750,000 of City debt to be assumed by the school district. The State of New Jersey Department of Education, on behalf of the school district, now reimburses sixty five percent of the debt directly to the City reducing the City's outstanding debt obligation by \$2,437,500.
- Filed successful tax appeals on behalf of the City's water utility. The County Tax Board judgment effectively reclassified City owned property previously held for utility purposes. The City's 100 acre reservoir is now exempt from taxation, annual savings is in excess of \$100,000.
- Increased the City's rate of tax collections each year for the last seven years, resulting in improved cash flow, reduced rate of foreclosure, and strengthened credit rating for the municipality.
- Developed Citywide property loss prevention program. The City's property and auto insurance premiums were reduced an average of 15% or \$30,000 annually.

**Boroughs of Caldwell and Essex Fells**  
**1 Provost Square**  
**Caldwell, New Jersey 07006**

**Joint Municipal Tax Assessor (Part Time)**

**Spring 2003 -- Present**

Responsible for all real property assessments in both municipalities. Supervised the revaluation of the Borough Essex Fells in 2004 and the Borough of Caldwell in 2005, both municipalities had not performed a revaluation in more than 25 years. Advised Essex Fells Borough Council of the benefits of reassessing in the current down market. Essex Fells reassessment is in progress for 2010.

**County of Essex**  
**Office of Management and Budget**  
**Newark, New Jersey 07102**

**1980-1988**

**Budget Analyst**

Assisted the budget director with the planning, implementation and monitoring of \$400 million annual county budget. Provided expert testimony at judicial and legislative hearings. Provided advice to management on work methods and procedures, policy development, budget preparation, financial management and similar areas. Specific projects have included:

- **Roads and Bridges Cost Recovery Review:** Revised and implemented system of recovering the county's full cost for the replacement of damaged traffic equipment. Indirect costs not previously assessed were calculated and included in rate structure.
- **Jail Operations Review:** Completed comprehensive evaluation of the Essex County Jail Annex. Analysis included the review of staffing standards, scheduling practices, officer deployment, policy development and related areas. Developed recommendations for reducing costs while maintaining levels of service.
- **Laundry Operations Review:** Recommended and supervised consolidation of laundry services at county hospitals and jails. An extensive review of work methods, industry standards (employee benefits and mechanization), future population trends, vendor assistance and similar areas were undertaken. Employee terminations were averted and a cost avoidance of \$280,000 annually was realized.
- **Roads and Bridges Utility Review:** Initiated and supervised audit of all utility charges incurred by the Division of Roads and Bridges. Evaluated rate structures of two separate public utilities and corrected billing discrepancies. Annual electrical costs of the Division were reduced for the more than 400 county signalized intersections.
- **Design of Capital Planning and Reporting System:** Developed and implemented a complete capital project tracking and reporting system for the county's more than \$30 million annual capital budget. Using a modified critical path method, project managers became more accountable and organizational conflicts diminished. The system allowed managers to better schedule resources and report on progress.

**EDUCATION**

**Graduate**

Kean College of New Jersey, Union

Degree: Master of Public Administration, June 1984

Honor: Pi Alpha Alpha - National Honor Society for Public Affairs and Administration

**Undergraduate**

Kean College of New Jersey, Union

Degree: Bachelor of Science, June 1980

Majors: Finance and Public Administration

**PROFESSIONAL CERTIFICATIONS**

New Jersey Department of Community Affairs

**Certified Municipal Finance Officer**

New Jersey Department of Treasury

**Certified Municipal Tax Assessor**

New Jersey Department of Education

**Certified Eligible School Business Administrator**

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

City Clerk File No. Res. 10-331  
 Agenda No. 10.Z.24  
 Approved: MAY 12 2010  
 TITLE:



## RESOLUTION AUTHORIZING SETTLEMENT OF THE SUIT OF LEONARD SUTTON AGAINST THE CITY OF JERSEY CITY, DOCKET NO. HUD-L-1767-08

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

**WHEREAS**, a suit was filed against the City of Jersey City, in the Superior Court of New Jersey under Hudson County Docket No: HUD-L-1767-08; and

**WHEREAS**, the Complaint alleges that plaintiff broke his left ankle when he was injured while being arrested with indictable charges which were later dismissed against him; and

**WHEREAS**, plaintiff incurred medical expenses and suffered a fractured ankle and torn ligaments; and

**WHEREAS**, the Corporation Counsel has recommended a settlement of \$15,000; and

**WHEREAS**, the plaintiff has agreed to this settlement and has signed the required releases; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$15,000;
2. The Jersey City Insurance Fund Commission be authorized to issue a check for this amount in full settlement of this claim.

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.

Peter Sofiero, Risk Manager

VS/dc

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

Corporation Counsel

Certification Required

Not Required

2010075

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |         |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|---------|------|---------------|-----|-----|------|
|                                         |     |     |      |               |        | 5/12/10 |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY     | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |         |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |         |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |         |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-332

Agenda No. 10.Z.25

Approved: MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING SETTLEMENT OF THE LAW SUIT OF MONICA PRECIADO AGAINST KENNETH JACKSON AND THE CITY OF JERSEY CITY, ET AL, DOCKET NO. HUD-L-4781-08**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Monica Preciado, plaintiff, filed a law suit against the Kenneth Jacskon and the City of Jersey City in the Superior Court of New Jersey, Hudson County, Law, Division, under Docket No. HUD-L-4781-08; and

**WHEREAS**, the complaint alleges that plaintiff sustained severe and permanent injuries when she was struck by a vehicle owned and operated by driver Kenneth Jackson [an employee of the Department of Public Works, Division of Forestry] on September 25, 2006. The City's driver struck plaintiff, a pedestrian, at or near the intersection of John F. Kennedy Boulevard and The driver claims to have had the sun was in his eyes; and

**WHEREAS**, the Corporation Counsel has recommended a settlement of \$35,000; and

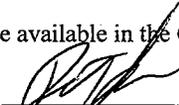
**WHEREAS**, plaintiff has agreed to this settlement and has agreed to sign the required releases; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$35,000; and
2. The Jersey City Insurance Fund Commission be authorized to issue a check payable to plaintiff and her attorney.

I certify that the funds for this expenditure are available in the City of Jersey City's Insurance Fund Commission Account.

  
Peter Soriero  
Secretary Insurance Fund Commission

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

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

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

Certification Required

Not Required

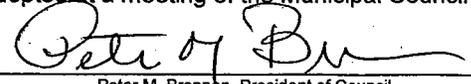
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/12/10       |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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.                      Rés. 10-333

Agenda No.                                      10.Z.26

Approved:                      MAY 12 2010

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE INTERIM REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY, IMPACT-JC, LLC AND THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE PROPOSED OFFICE, GARAGE AND RETAIL REDEVELOPMENT PROJECT AND VARIOUS RELATED DOCUMENTS, AND AUTHORIZING THE DEPOSIT INTO ESCROW OF FUNDS TO PROVIDE FOR THE MAKING OF A CITY CONTRIBUTION THEREUNDER**

**WHEREAS**, the City of Jersey City, in the County of Hudson, New Jersey (the “City”) is the owner of the property located off of Skinner Memorial Drive (the “Land”) and designated as Block 60, Lots 54 and 55 on the Tax Map of the City; and

**WHEREAS**, the City has proposed that the Land be developed for the City’s primary use, which will include (i) the construction of approximately 120,000 square feet of office space (the “Office Component”), (ii) the construction of an approximately 1,200 stall parking garage (the “Garage Component”), and (iii) the construction of approximately 50,000 square feet of retail space (the “Retail Component”) and (iv) the construction and implementation of certain infrastructure accessory and necessary thereto (the “Infrastructure Component” and, collectively with the Office Component, the Garage Component and the Retail Component, the “Project”); and

**WHEREAS**, the City has proposed that upon completion the Office Component will be used by the City for certain of its administrative offices; and

**WHEREAS**, the City has proposed that upon completion separate portions of the Garage Component will be used by (i) the City for staff parking related to the Office Component, (ii) the Jersey City Medical Center, a nonprofit corporation organized and existing under the laws of the State of New Jersey and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“JCMC”), (iii) the Board of Education of the City of Jersey City, in the County of Hudson, New Jersey, a Type II school district organized and existing under the laws of the State of New Jersey (the “BOE”), and (iv) the general public as a public parking facility; and

**WHEREAS**, the City has proposed that upon completion the Retail Component will be made available to the Jersey City Redevelopment Agency, a body corporate and politic of the State of New Jersey (the “JCRA”), whereupon separate portions of the Retail Component will be leased by the JCRA to individual tenants for commercial and retail purposes pursuant to separate leases and/or license agreements; and

**WHEREAS**, by resolutions adopted by the Municipal Council of the City, a portion of the City (including the Land) has been designated as the “Grand Jersey Redevelopment Plan Area”, such portion presently constituting an “area in need of redevelopment” (the “Redevelopment Area”) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”); and

**WHEREAS**, by Ordinance No. 93-029 finally adopted by the Municipal Council of the City on March 24, 1993, the Municipal Council of the City adopted a redevelopment plan for the Redevelopment Area, which redevelopment plan was subsequently amended by Ordinance No. 02-110 finally adopted by the Municipal Council of the City on September 25, 2002 and by Ordinance No. 08-159 finally adopted by the Municipal Council of the City on November 25, 2008 (such redevelopment plan, as so amended, is hereinafter referred to as the “Redevelopment Plan”); and

**WHEREAS**, the Redevelopment Plan contemplates and permits the construction of the Project; and

**TITLE:** RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE INTERIM REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY, IMPACT-JC, LLC AND THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE PROPOSED OFFICE, GARAGE AND RETAIL REDEVELOPMENT PROJECT AND VARIOUS RELATED DOCUMENTS, AND AUTHORIZING THE DEPOSIT INTO ESCROW OF FUNDS TO PROVIDE FOR THE MAKING OF A CITY CONTRIBUTION THEREUNDER

**WHEREAS**, the Authority has the responsibility of acquiring various properties within the Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the area, and, by resolution adopted by the Municipal Council of the City on January 14, 2009, the City has ratified and confirmed its designation of the JCRA as the "redevelopment entity" for the Project pursuant to N.J.S.A. 40A:12A-4(c); and

**WHEREAS**, in order to assist the JCRA and the City in connection with the development and implementation of the Project and to assess certain financial and development risks related thereto, on the basis of the qualifications of such entity and the representations of such entity as to intended source(s) of financing as theretofore presented to the JCRA and the City, the JCRA has heretofore designated Impact-JC, LLC, a New Jersey limited liability company (the "Redeveloper"), as the "redeveloper" for the Project pursuant to the LRHL, by resolution adopted on November 20, 2007, as extended by resolutions adopted on May 20, 2008 and November 18, 2008; and

**WHEREAS**, the parties contemplated that the costs of constructing, furnishing and equipping the Project, including payment or reimbursement of expenses relating to pre-development activities, would be financed through the issuance of revenue bonds, certificates of participation or other instruments, the payment of which would be secured, directly or indirectly, by payments to be made from time to time by the City pursuant to an applicable security agreement (collectively, the "Project Financing"), which Project Financing may be undertaken in multiple tranches; and

**WHEREAS**, the parties have heretofore determined that certain preliminary work was necessary prior to the execution of a definitive redevelopment agreement and the consummation of the Project Financing in order to ascertain the feasibility of the Project; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(f), the JCRA may contract with the Redeveloper for the undertaking of such pre-development activities; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(e), the JCRA may also prepare or arrange for the provision of professional services and the preparation of plans by registered architects, licensed professional engineers or planners, or other consultants in connection with such pre-development activities; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-41, the City may agree to donate money or make capital grants or periodic subsidies to the JCRA; and

**WHEREAS**, the Redeveloper, the JCRA and the City have heretofore entered into an Interim Redevelopment Agreement, dated as of April 15, 2009 (the "Original Agreement"), by which (i) the Redeveloper agreed to undertake certain pre-development activities upon the undertakings therein (x) of the JCRA to reimburse the Redeveloper (but solely from funds provided for such purpose by the City, up to the maximum contract sum of \$2,600,000) and (y) of the City to provide funds, subject to the terms and conditions specified therein, for the costs thereof in the event a definitive redevelopment agreement is not entered into and the Project Financing is not consummated, in the form of a donation, capital grant and/or subsidy in an amount equal to the sum of all "Reimbursement Payments" payable thereunder (the "City Contribution"), and (ii) the JCRA agreed to arrange for the provision of certain professional services in connection with such pre-development activities with the understanding that the City will reimburse the JCRA for the costs thereof in the event a definitive redevelopment agreement is not entered into and the Project Financing is not consummated; and

**WHEREAS**, in the Original Agreement, the JCRA and the City found and determined that the Project (including the pre-development activities relating thereto) would not be undertaken in its intended scope but for the provision of financial assistance as provided therein, and that therefore financial assistance was necessary and appropriate pursuant to the terms set forth in the LRHL; and

**TITLE:** RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE INTERIM REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY, IMPACT-JC, LLC AND THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE PROPOSED OFFICE, GARAGE AND RETAIL REDEVELOPMENT PROJECT AND VARIOUS RELATED DOCUMENTS, AND AUTHORIZING THE DEPOSIT INTO ESCROW OF FUNDS TO PROVIDE FOR THE MAKING OF A CITY CONTRIBUTION THEREUNDER

**WHEREAS**, the execution and delivery of the Original Agreement was authorized by resolution of the Municipal Council of the City adopted on January 14, 2009, and by resolution of the JCRA adopted on January 20, 2009; and

**WHEREAS**, the Redeveloper, the JCRA and the City have heretofore entered into an Amendment to Interim Redevelopment Agreement, dated as of November 1, 2009 (the "First Amendment"), which amended the Original Agreement by, inter alia, extending the "Payment Due Date" (as such term is defined in the Original Agreement) from November 2, 2009 until February 15, 2010, with a further extension to March 1, 2010 upon the written approval of the Redeveloper; and

**WHEREAS**, as contemplated by Sections 6 and 9 of the Original Agreement, on May 29, 2009 the Redeveloper procured interim financing for its obligations thereunder by entering into a commercial loan transaction with The Provident Bank, a New Jersey banking corporation (the "Bank"), providing for a credit limit of \$2,600,000 and evidenced by a Promissory Note, dated May 29, 2009, from the Redeveloper to the Bank (the "Note"); and

**WHEREAS**, as contemplated by Sections 6 and 9 of the Original Agreement, the Note was secured by an Assignment of the Original Agreement, dated May 29, 2009 (the "Assignment"), from the Redeveloper to the Bank, which Assignment was recorded on June 19, 2009 in the Hudson County Register's Office in Deed Book 8670, Page 472, and was also secured by a UCC-1 financing statement recorded in the Office of the New Jersey Secretary of State on June 3, 2009 as instrument No. 25251937; and

**WHEREAS**, a definitive redevelopment agreement has not yet been entered into and the Project Financing has not yet been consummated, and, notwithstanding the passing of the amended Payment Due Date on February 15, 2010 and the maturity of the Note on March 1, 2010, no reimbursement payments have yet been made to the Redeveloper from funds to be provided by the City in the form of the City Contribution; and

**WHEREAS**, the Redeveloper and the Bank have agreed to extend the maturity date of the Note to July 1, 2010 (the "Extended Maturity Date"), conditioned upon the City causing to be deposited into escrow the sum of \$2,600,000 (the "Escrow Amount") as security for the City's obligation, under Section 8 of the Original Agreement, to make the City Contribution; and

**WHEREAS**, the Escrow Amount will be in the form of a money market account opened by the City with the Bank and valued at \$2,600,000 (the "Money Market Account"); and

**WHEREAS**, the Redeveloper, the JCRA and the City have agreed to amend the Original Agreement (as heretofore amended by the First Amendment) in order to, inter alia, (i) correspondingly extend the "Payment Due Date" to July 1, 2010 and (ii) provide that the Bank, as assignee of the Redeveloper, shall have a right of set-off against the Money Market Account, exercisable should payment of the City Contribution not be otherwise satisfied by the extended "Payment Due Date" of July 1, 2010 (or such later date as corresponds with any further extension of the Extended Maturity Date as may hereafter be agreed upon by the Redeveloper and the Bank, provided however, such later date shall not extend beyond September 1, 2010); and

**WHEREAS**, the parties desired to amend certain provisions of the Original Agreement (as heretofore amended by the First Amendment) by the execution of a proposed Second Amendment to Interim Redevelopment Agreement (the "Second Amendment"), the terms of which have been and shall be negotiated by the Mayor on behalf of the City;

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE INTERIM REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY, IMPACT-JC, LLC AND THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE PROPOSED OFFICE, GARAGE AND RETAIL REDEVELOPMENT PROJECT AND VARIOUS RELATED DOCUMENTS, AND AUTHORIZING THE DEPOSIT INTO ESCROW OF FUNDS TO PROVIDE FOR THE MAKING OF A CITY CONTRIBUTION THEREUNDER

**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 Second Amendment, in such form and content, consistent with the foregoing recitals and the provisions of Section 2 below, as shall be approved by the Business Administrator and the City's Corporation Counsel (which shall be deemed to have been presented by the Mayor), such approval to be conclusively evidenced by their execution thereof, is hereby approved. The Mayor, the Business Administrator and/or the Chief Financial Officer (each, an "Authorized Officer") were each authorized to execute and deliver, on behalf of the City, the Amendment in substantially such form, as so approved by the Business Administrator and the City's Corporation Counsel.

Section 2. The Authorized Officers are hereby authorized to open the Money Market Account with the Bank by depositing with the Bank City funds at a value of Two Million Six Hundred Thousand Dollars (\$2,600,000). Under the Second Amendment, the City shall agree that Money Market Account shall be pledged as security for the payment of the City Contribution, and that the Bank, as assignee of the Redeveloper, shall have a right of set-off against the funds in the Money Market Account, exercisable should payment of the City Contribution not be otherwise satisfied by the extended "Payment Due Date" of July 1, 2010 (or such later date as corresponds with any further extension of the Extended Maturity Date as may hereafter be agreed upon by the Redeveloper and the Bank, provided however, such later date shall not extend beyond September 1, 2010). The City agrees that, on such date, and unless the City Contribution shall have been otherwise satisfied, the City shall release the entire Money Market Account to the Bank, as assignee of the Redeveloper, as payment in full satisfaction of the City's obligations under the Original Agreement (as amended by the First Amendment and the Second Amendment), which payment shall correspondingly be treated by the Bank as payment in full satisfaction of the obligations of the Redeveloper under the terms of the Note.

Section 3. The Authorized Officers, the City's Corporation Counsel and Bond Counsel, the Municipal Clerk and such other officers, employees and representatives of the City as are required, are hereby authorized and directed to execute and deliver such other documents (all of which shall be deemed to have been presented by the Mayor), to execute and deliver such opinions and to take such other actions as they determine to be necessary or appropriate in order to effectuate the actions contemplated by the Second Amendment and this resolution.

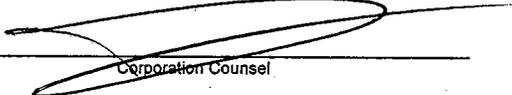
Section 4. This resolution shall take effect immediately.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

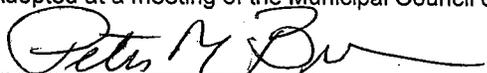
**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| 5/12/10                                 |     |     |      |               |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | VEGA          | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSENT |     |      | 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

**SECOND AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT**

by and among

**IMPACT-JC, LLC**

and

**JERSEY CITY REDEVELOPMENT AGENCY**

and

**CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY**

Dated as of May \_\_, 2010

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**THIS SECOND AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT** (this "Second Amendment"), dated as of May \_\_, 2010, by and among **IMPACT-JC, LLC**, a New Jersey limited liability company having an address of c/o Impact Development, 155 Polifly Road, Suite 201, Hackensack, New Jersey 07601 (the "Redeveloper"), **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey having an address of 30 Montgomery Street, Jersey City, New Jersey 07302 (the "JCRA"), and the **CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY**, a municipal corporation of the State of New Jersey having an address of City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "City").

**WITNESETH**

**WHEREAS**, the City is the owner of the property located off of Skinner Memorial Drive and designated as Block 60, Lots 54 and 55 on the Tax Map of the City (the "Land"); and

**WHEREAS**, the City has proposed that the Land be developed for the City's primary use, which will include (i) the construction of approximately 120,000 square feet of office space (the "Office Component"), (ii) the construction of an approximately 1,200 stall parking garage (the "Garage Component"), and (iii) the construction of approximately 50,000 square feet of retail space (the "Retail Component") and (iv) the construction and implementation of certain infrastructure accessory and necessary thereto (the "Infrastructure Component" and, collectively with the Office Component, the Garage Component and the Retail Component, the "Project"); and

**WHEREAS**, the City has proposed that upon completion the Office Component will be used by the City for certain of its administrative offices; and

**WHEREAS**, the City has proposed that upon completion separate portions of the Garage Component will be used by (i) the City for staff parking related to the Office Component, (ii) the Jersey City Medical Center, a nonprofit corporation organized and existing under the laws of the State of New Jersey and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("JCMC"), (iii) the Board of Education of the City of Jersey City, in the County of Hudson, New Jersey, a Type II school district organized and existing under the laws of the State of New Jersey (the "BOE"), and (iv) the general public as a public parking facility; and

**WHEREAS**, the City has proposed that upon completion the Retail Component will be made available to the JCRA, whereupon separate portions of the Retail Component will be leased by the JCRA to individual tenants for commercial and retail purposes pursuant to separate leases and/or license agreements; and

**WHEREAS**, by resolutions adopted by the Municipal Council of the City, a portion of the City (including the Land) has been designated as the “Grand Jersey Redevelopment Plan Area”, such portion presently constituting an “area in need of redevelopment” (the “Redevelopment Area”) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”); and

**WHEREAS**, by Ordinance No. 93-029 finally adopted by the Municipal Council of the City on March 24, 1993, the Municipal Council of the City adopted a redevelopment plan for the Redevelopment Area, which redevelopment plan was subsequently amended by Ordinance No. 02-110 finally adopted by the Municipal Council of the City on September 25, 2002 and by an ordinance adopted by the Municipal Council of the City on November 25, 2008 (such redevelopment plan, as so amended, and as the same may hereafter be amended from time to time, is hereinafter referred to as the “Redevelopment Plan”); and

**WHEREAS**, the Redevelopment Plan contemplates and permits the construction of the Project; and

**WHEREAS**, the JCRA has the responsibility of acquiring various properties within the Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Redevelopment Area, and, by resolution adopted by the Municipal Council of the City on January 14, 2009, the City has ratified and confirmed its designation of the JCRA as the “redevelopment entity” for the Project pursuant to N.J.S.A. 40A:12A-4(c); and

**WHEREAS**, in order to assist the JCRA and the City in connection with the development and implementation of the Project and to assess certain financial and development risks related thereto, on the basis of the qualifications of the Redeveloper and the representations of the Redeveloper as to its intended source(s) of financing as theretofore presented to the JCRA and the City, the JCRA has heretofore designated the Redeveloper as the “redeveloper” for the Project pursuant to the LRHL, by resolution adopted on November 20, 2007, as extended by resolutions adopted on May 20, 2008 and November 18, 2008; and

**WHEREAS**, the parties contemplated that the costs of constructing, furnishing and equipping the Project, including payment or reimbursement of expenses relating to pre-development activities, would be financed through the issuance of revenue bonds, certificates of participation or other instruments, the payment of which would be secured, directly or indirectly, by payments to be made from time to time by the City pursuant to an applicable security agreement (collectively, the “Project Financing”), which Project Financing may be undertaken in multiple tranches; and

**WHEREAS**, the parties have heretofore determined that certain preliminary work was necessary prior to the execution of a definitive redevelopment agreement and the consummation of the Project Financing in order to ascertain the feasibility of the Project; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(f), the JCRA may contract with the Redeveloper for the undertaking of such pre-development activities; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(e), the JCRA may also prepare or arrange for the provision of professional services and the preparation of plans by registered architects, licensed professional engineers or planners, or other consultants in connection with such pre-development activities; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-41, the City may agree to donate money or make capital grants or periodic subsidies to the JCRA; and

**WHEREAS**, the Redeveloper, the JCRA and the City have heretofore entered into an Interim Redevelopment Agreement dated as of April 15, 2009 (the "Original Agreement"), by which (i) the Redeveloper agreed to undertake certain pre-development activities upon the undertakings therein (x) of the JCRA to reimburse the Redeveloper (but solely from funds provided for such purpose by the City, up to the maximum contract sum of \$2,600,000) and (y) of the City to provide such funds, subject to the terms and conditions specified therein, for the costs thereof in the event a definitive redevelopment agreement is not entered into and the Project Financing is not consummated, and (ii) the JCRA agreed to arrange for the provision of certain professional services in connection with such pre-development activities upon the understanding that the City will reimburse the JCRA for the costs thereof in the event a definitive redevelopment agreement is not entered into and the Project Financing is not consummated; and

**WHEREAS**, in the Original Agreement, the JCRA and the City found and determined that the Project (including the pre-development activities relating thereto) would not be undertaken in its intended scope but for the provision of financial assistance as provided therein, and that therefore financial assistance was necessary and appropriate pursuant to the terms set forth in the LRHL; and

**WHEREAS**, the execution and delivery of the Original Agreement was authorized by resolution of the Municipal Council of the City adopted on January 14, 2009, and by resolution of the JCRA adopted on January 20, 2009; and

**WHEREAS**, the Redeveloper, the JCRA and the City have heretofore entered into an Amendment to Interim Redevelopment Agreement, dated as of November 1, 2009 (the "First Amendment"), which amended the Original Agreement by, inter alia, extending the "Payment Due Date" (as such term is defined in the Original Agreement) from November 2, 2009 until February 15, 2010, with a further extension to March 1, 2010 upon the written approval of the Redeveloper; and

**WHEREAS**, as contemplated by Sections 6 and 9 of the Original Agreement, on May 29, 2009 the Redeveloper procured interim financing for its obligations thereunder by entering into a commercial loan transaction with The Provident Bank, a New Jersey banking corporation (the "Bank"), providing for a credit limit of \$2,600,000 and evidenced by a Promissory Note, dated May 29, 2009, from the Redeveloper to the Bank (the "Note"); and

**WHEREAS**, as contemplated by Sections 6 and 9 of the Original Agreement, the Note was secured by an Assignment of the Original Agreement, dated May 29, 2009 (the "Assignment"), from the Redeveloper to the Bank, which Assignment was recorded on June 19,

2009 in the Hudson County Register's Office in Deed Book 8670, Page 472, and was also secured by a UCC-1 financing statement recorded in the Office of the New Jersey Secretary of State on June 3, 2009 as instrument No. 25251937; and

**WHEREAS**, a definitive redevelopment agreement has not yet been entered into and the Project Financing has not yet been consummated, and, notwithstanding the passing of the amended Payment Due Date on February 15, 2010 and the maturity of the Note on March 1, 2010, no reimbursement payments have yet been made to the Redeveloper from funds to be provided by the City in the form of the City Contribution (as described in Section 8 of the Original Agreement); and

**WHEREAS**, the Redeveloper and the Bank have agreed to extend the maturity date of the Note to July 1, 2010 (the "Extended Maturity Date"), conditioned upon the City causing to be deposited into escrow the sum of \$2,600,000 (the "Escrow Amount") as security for the City's obligation, under Section 8 of the Original Agreement, to make the City Contribution; and

**WHEREAS**, the Escrow Amount will be in the form of a money market account opened by the City with the Bank and valued at \$2,600,000 (the "Money Market Account"); and

**WHEREAS**, the Redeveloper, the JCRA and the City have agreed to amend the Original Agreement (as heretofore amended by the First Amendment) in order to, inter alia, (i) correspondingly extend the "Payment Due Date" to July 1, 2010 and (ii) provide that the Bank, as assignee of the Redeveloper, shall have a right of set-off against the Money Market Account, exercisable should payment of the City Contribution not be otherwise satisfied by the extended "Payment Due Date" of July 1, 2010 (or such later date as corresponds with any further extension of the Extended Maturity Date as may hereafter be agreed upon by the Redeveloper and the Bank, provided however, such later date shall not extend beyond September 1, 2010); and

**WHEREAS**, the parties desired to amend certain provisions of the Original Agreement (as heretofore amended by the First Amendment);

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Amendment to Section 5 of the Original Agreement.**

The second sentence of the third paragraph of Section 5 of the Original Agreement (as heretofore amended by Section 4 of the First Amendment) is hereby amended to delete from clause (y)(ii) thereof the phrase "February 15, 2010, with a further extension to March 1, 2010 upon the written approval of the Redeveloper" and to insert in its place the phrase "July 1, 2010 (or such later date as corresponds with any further extension of the Extended Maturity Date as may hereafter be agreed upon by the Redeveloper and the Bank, provided however, such later date shall not extend beyond September 1, 2010)".

**Section 2. Amendment to Section 8 of the Original Agreement.**

Section 8 of the Original Agreement is hereby amended to add at the end thereof the following additional four paragraphs, to read as follows:

“As additional security for the City’s obligation to make the City Contribution under this Section 8, the City shall deposit into escrow the sum of \$2,600,000 (the “Escrow Amount”), which will be in the form of a money market account (the “Money Market Account”) opened by the City with The Provident Bank, a New Jersey banking corporation (the “Bank”) and valued at \$2,600,000.

The City and JCRA each acknowledge that, as contemplated by Sections 6 and 9 of the Original Agreement, on May 29, 2009 the Redeveloper procured interim financing for its obligations hereunder by entering into a commercial loan transaction with the Bank, providing for a credit limit of \$2,600,000 and evidenced by a Promissory Note, dated May 29, 2009, from the Redeveloper to the Bank (the “Note”). The City and JCRA each further acknowledge that, as contemplated by Sections 6 and 9 of the Original Agreement, the Note was secured by an Assignment of the Original Agreement, dated May 29, 2009 (the “Assignment”), from the Redeveloper to the Bank.

The City and JCRA each agree that the Bank, as assignee of the Redeveloper, shall have a right of set-off against the Money Market Account, exercisable should payment of the City Contribution not be otherwise satisfied by the extended “Payment Due Date” of June 1, 2010 (or such later date as corresponds with any further extension of the maturity date of the Note as may hereafter be agreed upon by the Redeveloper and the Bank).

The parties hereto agree that upon any such release to, or exercise of the right of set-off by, the Bank of the Escrow Amount shall constitute full satisfaction of (i) any and all obligations of the City to make the City Contribution under the terms of Section 8 of the Original Agreement (as heretofore amended by the First Amendment, and as amended hereby) and (ii) any and all obligations of JCRA to make the Reimbursement Payments under the terms of Section 6 of the Original Agreement.”

**Section 3. New Jersey Law.**

This Second Amendment shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey.

**Section 4. Remainder of Original Agreement Unaffected.**

Except to the extent amended hereby, all provisions of the Original Agreement (as heretofore amended by the First Amendment) shall remain in full force and effect notwithstanding the execution and delivery of this Second Amendment. To the extent of any inconsistency between the provisions of this Second Amendment and the provisions of the

Original Agreement (as heretofore amended by the First Amendment), the provisions of this Second Amendment shall control.

**Section 5. Execution in Counterparts.**

This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties has caused this instrument to be executed in its name by its duly authorized officer and its official or corporate seal to be hereunto affixed, all as of the day and year first above written.

WITNESS:

**IMPACT-JC, LLC**

By: **IDCNJ, LLC, Manager**

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

By: \_\_\_\_\_  
Robert Pimenta, Principal

[SEAL]

ATTEST:

**JERSEY CITY REDEVELOPMENT  
AGENCY**

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

By: \_\_\_\_\_  
Robert Antonicello, Executive Director

[SEAL]

ATTEST:

**CITY OF JERSEY CITY, IN THE  
COUNTY OF HUDSON, NEW JERSEY**

By: \_\_\_\_\_  
Robert Byrne, City Clerk

By: \_\_\_\_\_  
Brian O'Reilly, Business Administrator