

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

City Clerk File No. Res. 10-334  
 Agenda No. 10.A  
 Approved: MAY 26 2010  
 TITLE:



## RESOLUTION AUTHORIZING FISCAL YEAR 2010 APPROPRIATION TRANSFERS

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

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following FY 2010 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
23-220 Empl.Group Health Ins.	1,000,000	
20-120 City Clerk SW	150	
25-265 Fire OE	44,420	
36-488 Police/Fire Retirement System		44,420
30-471 Prior Years Bills		150
25-240 Police-SW		511,380
26-315 Automotive Services OE		400,000
26-291 Bldg. & Street Maint. OE		88,620
<b>TOTAL</b>	<b>1,044,570</b>	<b>1,044,570</b>

APPROVED:   
 APPROVED:   
 Business Administrator  
*ASST.*

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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



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

City Clerk File No. Res. 10-336  
Agenda No. 10.C  
Approved: MAY 26 2010



TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2011**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City, an initial grant in the amount of \$725,688.00, under the Community Services Block Grant No. 10-0644-00; and

**WHEREAS**, this initial allocation of \$725,688.00 represents a portion of the overall anticipated allocation of approximately \$958,656.00; and

**WHEREAS**, upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase these contracts to reflect the full funding identified on the following page; and

**WHEREAS**, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agencies listed on the attached page; and

**WHEREAS**, the City of Jersey City has solicited competitive proposals for the provision of these services; and

**WHEREAS**, the Department of Community Affairs has approved services proposed by the subgrantees listed on the attached page; and

**WHEREAS**, this grant will be effective for the period of October 1, 2009 through September 30, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant Program and to execute amendments and modifications to agreements during the year.

**BE IT FURTHER RESOLVED** that upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

City Clerk File No. Res. 10-336Agenda No. 10.C MAY 26 2010

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2011**

AGENCY	INITIAL	SECOND	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
Administration	115,938.00	29,718.00	145,656.00	N/A	101
Big Brothers Big Sisters of Essex, Hudson and Union Counties	30,000.00	10,000.00	40,000.00	99904	985
Boys & Girls Club of Hudson County	15,000.00	5,000.00	20,000.00	99905	906
Building an Empire, Inc.	35,250.00	11,750.00	47,000.00	99906	554
Christ the King Community Development Corporation	6,000.00	2,000.00	8,000.00	99907	509
Dress for Success Hudson County	15,000.00	5,000.00	20,000.00	99908	512
Educational Arts Team	52,500.00	17,500.00	70,000.00	99909	978
Fairmount Housing Corporation (JC Youth Squad)	15,000.00	5,000.00	20,000.00	99910	507
Grace Van Vorst Community Services (Breakfast Plus)	15,000.00	5,000.00	20,000.00	99911	816
Grace Van Vorst Community Services (Senior Center)	16,500.00	55,000.00	22,000.00	99912	817
Hogar Crea	30,000.00	10,000.00	40,000.00	99913	815
Hope Center for Visual & Performing Arts	12,000.00	4,000.00	16,000.00	99914	983
Hudson Community Enterprises	15,000.00	5,000.00	20,000.00	99915	961
Jersey City Dept. of Health & Human Services	71,250.00	23,750.00	95,000.00	99916	905
Jersey City Episcopal Community Development Corporation	18,750.00	6,250.00	25,000.00	99917	986
Jersey City Housing Authority Tenant Affairs Board (Seniors Program)	13,500.00	4,500.00	18,000.00	99919	987
Jersey City Housing Authority Tenant Affairs Board (Summer Program)	12,000.00	4,000.00	16,000.00	99918	831
JC Public Library (Literacy Program)	41,250.00	13,750.00	55,000.00	99920	604
Let's Celebrate, Inc.	45,000.00	15,000.00	60,000.00	99921	979

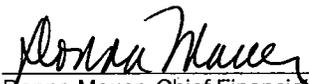
City Clerk File No. Res. 10-336

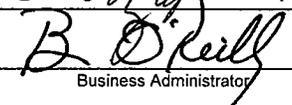
Agenda No. 10.C MAY 26 2010

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2011**

AGENCY	INITIAL	SECOND	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
New City Kids	15,000.00	5,000.00	20,000.00	99922	506
Pathways Social Action Corporation (Youth Program)	37,500.00	12,500.00	50,000.00	99923	981
P.A.C.O. (Multi-Service Center)	75,000.00	25,000.00	100,000.00	99924	980
WomenRising, Inc. (Strong Foundations Program)	18,750.00	6,250.00	25,000.00	99925	924
Unallocated Funds	4,500.00	1,500.00	6,000.00	N/A	982
<b>TOTAL</b>	<b>725,688.00</b>	<b>232,968.00</b>	<b>958,656.00</b>		

I hereby certify that funds in the amount of \$725,688.00 are available in Account No. 02-213-40-002 for this allocation.

  
 Donna Mauer, Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM   
 APPROVED:  Business Administrator  Corporation Counsel

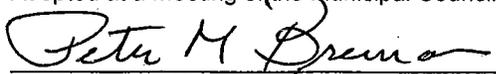
Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE/RESOLUTION/COOPERATION AGREEMENT:**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2011.

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

DARICE TOON, DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT – 201-547-5304

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

CSBG PROVIDES FUNDING TO VARIOUS SOCIAL SERVICE AGENCIES. SERVICES RANGE FROM EDUCATIONAL PROGRAMS FOR YOUTH TO A MEALS ON WHEELS PROGRAM FOR SENIOR CITIZENS.

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

CSBG IS DESIGNED TO ALLEVIATE POVERTY RELATED CONDITIONS.

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

INITIAL ALLOCATION \$725,688.00

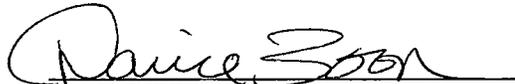
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

OCTOBER 2009

**ANTICIPATED COMPLETION DATE:**

SEPTEMBER 2011

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

5/18/10  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

5/18/10  
DATE

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

City Clerk File No. Res. 10-337  
 Agenda No. 10.D  
 Approved: MAY 26 2010



**TITLE:** RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2009 - 2011

COUNCIL offered and moved adoption of the following resolution:

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

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

**WHEREAS**, the City of Jersey City through its Division of Community Development, desires to accept Grant Agreement No. 10-0644-00 from the State of New Jersey, Department of Community Affairs; and

**WHEREAS**, this Grant Agreement will provide the City of Jersey City with an initial allocation of \$228,989 for the operation of the Community Services Block Grant Program; and

**WHEREAS**, this allocation represents a portion of the anticipated grant award of approximately \$958,656.00; and

**WHEREAS**, this Grant Agreement will be effective from the period of October 1, 2009 through September 30, 2011; and

**WHEREAS**, no local cash match is required by the City of Jersey City under this agreement; and

**WHEREAS**, the Division of Community Development recommends the acceptance of this Grant Agreement as being in the best interest of the City of Jersey City.

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

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 10-0644-00 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.

APPROVED: *Carl Gasparillo* APPROVED AS TO LEGAL FORM  
 APPROVED: *B. O'Keilly* Corporation Counsel  
Business Administrator

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE/RESOLUTION/COOPERATION AGREEMENT:**

RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2009 – 2011

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

DARICE TOON, DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT –  
201-547-5304

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

CSBG PROVIDES FUNDING TO VARIOUS SOCIAL SERVICE AGENCIES. SERVICES RANGE FROM EDUCATIONAL PROGRAMS FOR YOUTH TO A MEALS ON WHEELS PROGRAM FOR SENIOR CITIZENS.

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

CSBG IS DESIGNED TO ALLEVIATE POVERTY RELATED CONDITIONS.

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

INITIAL ALLOCATION \$228,989.00

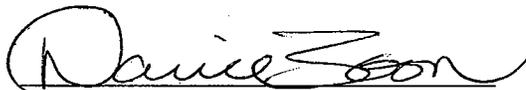
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

OCTOBER 2009

**ANTICIPATED COMPLETION DATE:**

SEPTEMBER 2011

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

5/7/10  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

5/7/10  
DATE

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

City Clerk File No. Res. 10-338  
 Agenda No. 10.E  
 Approved: MAY 26 2010  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
 APPLY FOR 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  
 2010 BODY ARMOR REPLACEMENT FUND**

**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 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 *2010 Body Armor Replacement Fund*, 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 will apply for the 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 authorizes acceptance on behalf of the Jersey City Police Department to submit an application to 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 Jefferson*  
 APPROVED: *B. O'Reilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

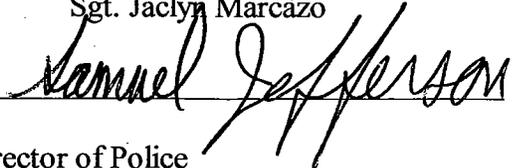
**ORDINANCE/RESOLUTION FACT SHEET**    Date Submitted to B.A. \_\_\_\_\_

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 NEW JERSEY DEPARTMENT OF LAW  
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF  
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR  
2010 BODY ARMOR REPLACEMENT PROGRAM**
  
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:  
This is a grant from the NJ Division of Criminal Justice to purchase bullet proof vests.
  
4. Reasons (Need) for the Proposed Program, Project, etc.:  
To preserve the lives of police officers while on patrol and in the line of duty.
  
5. Anticipated Benefits to the Community:  
To provide safety equipment for police officers while performing their duties in 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.):

**There is no cost to the City.** The Division of Criminal Justice has not yet stipulated the dollar amount for this grant. The amount is based on the eligibility of funds.

7. Date Proposed Program or Project will Commence:  
September 1, 2010
  
8. Anticipated Completion Date:  
December 31, 2012
  
9. Person Responsible for Coordinating Proposed Program/Project:  
Sgt. Jaclyn Marcazo

  
\_\_\_\_\_  
Director of Police

5-6-2010  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 10-339

Agenda No. 10.F

Approved: MAY 26 2010



TITLE:

RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO JULY FOREVER DISPLAYS FOR A FIREWORKS DISPLAY ON JULY 16, 2010 AT HOLY ROSARY CHURCH

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, July Forever Displays has applied for a permit to display fireworks on July 16, 2010 at Mary Benson Park, for the Our Lady of Mount Carmel Society at Holy Rosary Church from 10:00 a.m. to 5:00 p.m., Jersey City, New Jersey; and

WHEREAS, the application for fireworks display has been reviewed and approved by the Chief of Police and Mary Watson, Fire Inspector, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, July Forever Displays has obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

- (1) A permit be issued to July Forever Displays to display fireworks at Mary Benson Park, Jersey City, New Jersey on July 16, 2010; and
- (2) The permit be issued on condition that no fireworks display shall commence later than 5:00 p.m. on said date for a duration of no more than 12 minutes; and
- (3) The permit be canceled in the event July Forever Displays fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keilly

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



# Jersey City Fire Department

Fire Prevention Division

465 Marin Blvd.

Jersey City, New Jersey 07302

Phone # (201) 547 - 4255,56,57

Fax # (201) 547 - 5733

## FIRE SAFETY PERMIT

Permit Number: 10-0957  
Permit Fee: 375.00

Issued: July 16, 2010  
Expires: July 16, 2010

Permission is hereby granted to:

ANTHONY PAGANO  
JULY FOREVER DISPLAYS  
382 ROCK CUT ROAD  
WALDEN, NEW YORK 12586

The following activities are covered by this permit:

MT CARMEL POSSESSION 344 6TH ST

Approval is contingent upon adherence to the following conditions:

USE OR POSSESSION OF EXPLOSIVES OR BLASTING AGENTS  
FIRE EXTINGUISHER ON SITE PERMIT MUST BE POSTED

NOTE: This is a Fire Safety Permit ONLY.

It is the Applicant's responsibility to comply with other applicable health, police, building or construction requirements.

May 7, 2010  
Date

Mary Watson  
Fire Inspector

THIS PERMIT MUST BE CONSPICUOUSLY POSTED  
AT THE SITE FOR THE DURATION OF THE ACTIVITY.

FAILURE TO COMPLY WITH THE FIRE CODE  
REQUIREMENTS OR ANY CONDITION SET FORTH  
ABOVE IS CAUSE FOR REVOCATION OF THIS PERMIT

# Certificate of Insurance

233928

Issue Date: 04/20/2010

**PRODUCER**  
Debbie Merino  
Combined Specialties International, Inc.  
205 San Marin Drive, Suite 5  
Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
July Forever Displays  
382 Rock Cut Road  
Walden New York 12586

INSURER A: Underwriters, Lloyds of London

INSURER B:

INSURER C:

INSURER D:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	1271704578/010	May 11, 2010	May 11, 2011	EACH ACCIDENT	\$2,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY  ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per person)	\$
					EACH ACCIDENT	\$
	EXCESS LIABILITY FOLLOWING FORM				AGGREGATE	\$
					WC STATU- OTHER TORY LIMITS	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYER	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Our Lady of Mt. Carmel Society; Holy Rosary Church and City of Jersey City are Additional Insured as respects the July 16, 2010 Fireworks Display at Mary Benson Park, Pavonia Avenue & Brunswick Street

**CERTIFICATE HOLDER**  
Our Lady of Mt. Carmel Society  
Holy Rosary Church  
6th Street  
Jersey City, NJ 07304

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

*Paula J. Anderson*

AUTHORIZED REPRESENTATIVE

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

City Clerk File No. Res. 10-340

Agenda No. 10.G

Approved: MAY 26 2010

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is co-sponsoring Mayor Jerramiah Healy's Tapestry of Nations Egyptian Festival to take place at Journal Square Path Plaza, to offer entertainment, refreshments, information and children's games for the purpose of cultural awareness and celebration of pride to residents of Jersey City.

WHEREAS, Ethnic vendors and performers are the source of entertainment for the event.

WHEREAS, City of Jersey City will host the event on Saturday, July 17, 2010 from 10:00AM-6:00PM pm with a set up time at 7:00AM The event is to celebrate the diverse culture within our community of Jersey City and

WHEREAS, the Port Authority of NY and NJ requires, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

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 an agreement hereto indemnifying Path Plaza for the use of their facility by the Division of Cultural Affairs for the display and demonstrations of brotherhood and sisterhood on July 17, 2010.
2. The risk Manager is authorized to issue a Letter of Insurance to Path Plaza to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: Maryanne Kelleher Director, Cultural Affairs  
Maryanne Kelleher

APPROVED: B. O'Keilly APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 10-341  
 Agenda No. 10.H  
 Approved: MAY 26 2010  
 TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO HUDSON CATHOLIC HIGH SCHOOL

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the Hudson Catholic High School properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the Hudson Catholic High School 790 Bergen Avenue, Jersey City, New Jersey 07306 for the school facilities including an indemnification and hold harmless clause in which the Hudson Catholic High School cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the Hudson Catholic High School 790 Bergen Avenue, Jersey City, New Jersey 07306.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: Joseph Macchi  
 APPROVED AS TO LEGAL FORM  
 APPROVED: B. O'Reilly Business Administrator  
Jeanne Monahan Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 9-0**  
5/26/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/26/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Hudson Catholic High School 790 Bergen Avenue, Jersey City, New Jersey, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Hudson Catholic High School 790 Bergen Avenue, Jersey City New Jersey 07306 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
President  
Hudson Catholic High School

Attest:

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

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

City Clerk File No. Res. 10-342

Agenda No. 10.1

Approved: MAY 26 2010

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE COUNTY OF HUDSON COUNTY

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the Hudson County properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the County of Hudson County 583 Newark Avenue, Jersey City, New Jersey 07306 for the Hudson County facilities including an indemnification and hold harmless clause in which the County of Hudson County cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the County of Hudson County 583 Newark Avenue, Jersey City, New Jersey 07306.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: *Joseph M. ...*  
 APPROVED: *B. O'Reilly*  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 9-0  
 5/26/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/26/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the County of Hudson 583 Newark Avenue, Jersey City, New Jersey, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the County of Hudson 583 Newark Avenue, Jersey City New Jersey 07306 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
Tom DeGuise, County Executive  
County of Hudson County

Attest:

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

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

City Clerk File No. Res. 10-343

Agenda No. 10.J

Approved: MAY 26 2010

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE JERSEY CITY PUBLIC SCHOOLS

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2009 through 2010, the Department of Recreation requires the use of the Jersey City Public Schools and any school board properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the Jersey City Public Schools 346 Claremont Avenue, Jersey City, New Jersey 07306 for the Public School facilities including an indemnification and hold harmless clause in which the Public Schools cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the Jersey City Public Schools 346 Claremont Avenue, Jersey City, New Jersey 07305.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

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

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

*[Signature]*  
 Robert Byrne, City Clerk



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Jersey City Public Schools 346 Claremont Avenue, Jersey City New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the Jersey City Public Schools, 346 Claremont Avenue, Jersey City, New Jersey 07305 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
Charles T. Epps, Jr. Superintendent  
Jersey City Public Schools

Attest:

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

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

City Clerk File No. Res. 10-344  
 Agenda No. 10.K  
 Approved: MAY 26 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO NATIONAL FOOTBALL LEAGUE (NFL - FLAG FOOTBALL)**

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the National Football League (NFL FLAG) properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the National Football League (NFL FLAG) 280 Park Avenue, New York, New York 10017 for the facilities including an indemnification and hold harmless clause in which the National Football League (NFL FLAG) cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the National Football League attn: (NFL FLAG) 280 Park Avenue, New York, New York 10017.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: *Joseph M. Macchia*  
 APPROVED: *B. O'Keilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk



## INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Nation Football League 280 Park Avenue, New York, New York 10017 attn: NFL FLAG its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the National Football League 280 Park Avenue, New York, New York 10017 attn: NFL FLAG from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
Tom DeGuise, County Executive  
County of Hudson County

Attest:

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

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

City Clerk File No. Res. 10-345  
 Agenda No. 10.1  
 Approved: MAY 26 2010  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

**Council Offered and moved, adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinates recreational activities; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation requires the use of the facilities or property owned by the City; and

**WHEREAS**, the Department of Recreation, will conduct recreational, and educational activities at the National Guard Armory, located at 678 Montgomery Street, Jersey City, New Jersey 07306, beginning on July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation, in conjunction with the State of New Jersey Department of Military and Veterans Affairs, located at 678 Montgomery Street, Jersey City, New Jersey 07306 desires to provide such recreational, and educational activities; and

**WHEREAS**, the National Guard Armory has the capability and the facilities to provide such programming, and

**WHEREAS**, the State of New Jersey Department of Military and Veterans Affairs, owner of these facilities, requires an indemnification letter of insurance from the City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the owner of the facilities, including an indemnification and holding harmless clause in which the owner cannot be held liable for injuries received by participants at this particular event and/or for property damage to the facility itself; and

**WHEREAS**, the State of New Jersey Department of Military and Veterans Affairs requests they should be listed as an additional insured party on the letter of insurance; and

**WHEREAS**, it is in the best interest of the City Council to conduct this event and enter into this agreement

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue the State of New Jersey Department of Military and Veterans Affairs, Jersey City, New Jersey, a letter of insurance.

Peter Soriero, Risk Manager

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

APPROVED: B. O'Reil  
 Business Administrator

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk



## INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the State of New Jersey Department of Military Affairs 678 Montgomery Street, Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the State of New Jersey Department of Military Affairs, 678 Montgomery Street, Jersey City, New Jersey 07306 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
State of New Jersey Department of  
Military Affairs

Attest:

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

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

City Clerk File No. Res. 10-346  
 Agenda No. 10.M  
 Approved: MAY 26 2010  
 TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO NEW JERSEY CITY UNIVERSITY

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the New Jersey City University properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey 07305 for the University facilities including an indemnification and hold harmless clause in which the New Jersey City University cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the New Jersey City University 22039 Kennedy Blvd., Jersey City, New Jersey 07305.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

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

*Joseph Morahan*

APPROVED AS TO LEGAL FORM

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

*B. O'Reilly*  
Business Administrator

*Joanne Monahan*  
1st Dist Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								5/26/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the New Jersey City University 2039 Kennedy Blvd., Jersey City New Jersey 07305 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
President  
New Jersey City University

Attest:

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

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

City Clerk File No. Res. 10-347  
 Agenda No. 10.N  
 Approved: MAY 26 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO ST. PETER'S COLLEGE

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the New Jersey City University properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306 for the College facilities including an indemnification and hold harmless clause in which the St. Peter's College cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: *Joseph M. ...*  
 APPROVED: *B. O'Keilly*  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
President  
St. Peter's College

Attest:

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

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

City Clerk File No. Res. 10-348

Agenda No. 10.0

Approved: MAY 26 2010

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO ST. PETER'S PREP HIGH SCHOOL

**COUNCIL AS A WHOLE**, offered and moved to be a sponsor of the Recreational Activities and Programs; and

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinated Special Events; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation, requires the use of facilities or property not owned by the City; and

**WHEREAS**, the Department of Recreation will sponsor Recreational Activities and Programs, July 1, 2010 through June 30, 2011; and

**WHEREAS**, the Department of Recreation has scheduled Recreational Activities and Programs and also the Swim Program from July 1, 2010 through June 30, 2011; and

**WHEREAS**, in sponsoring the Recreational Activities and Programs for the 2010/2011, the Department of Recreation requires the use of the St. Peter's Prep High School properties throughout Jersey City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the St. Peter's Prep High School 144 Grand Street, Jersey City, New Jersey 07302 for the school facilities including an indemnification and hold harmless clause in which the St. Peter's Prep High School cannot be liable for injuries received by participation in this particular program or property damages to this facility itself; and

**WHEREAS**, it is in the best interest of the City Council to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the St. Peter's Prep High School 144 Grand Street, Jersey City, New Jersey 07302.

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: *Joseph Macchia*  
 APPROVED: *B. O'Keilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*Joanne Monahan*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk



**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's Prep 144 Grand Street, Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City's liability under this agreement shall continue after the termination of it with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination in connection with the use of the St. Peter's Prep 144 Grand Street, Jersey City New Jersey 07302 from July 1, 2010 through June 30, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John Kelly  
Business Administrator

\_\_\_\_\_  
President  
St. Peter's Prep

Attest:

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

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

City Clerk File No. Res. 10-349

Agenda No. 10.P

Approved: MAY 26 2010

TITLE:



**CANCELLATION OF 2009 REAL ESTATE TAXES ON BLOCK 1494  
LOT 30, ALSO KNOWN AS CAVEN POINT ROAD, OWNED BY  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the property located at Block 1494 Lot 30 was acquired the by the New Jersey Department of Environmental Protection on July 18, 2008 ; and

**WHEREAS**, the property was inadvertently assessed for the 2009 tax year; and

**WHEREAS**, the property still shows open and should be exempt according to the Tax Assessor; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 1494 Lot 30 also known as Caven Point Road, Jersey City, New Jersey, is hereby canceled in the amount of \$ 7,837.12.

APPROVED: *[Signature]*  
 APPROVED: *B. O'Reilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**  
**5/26/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/26/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

INTERDEPARTMENTAL MEMORANDUM

OFFICE OF THE ASSESSOR

(201) 547-5131

---

DATE: May 14, 2010

TO: Maureen Cosgrove, Collector

FROM: Ed Toloza, Assessor

SUBJECT: **Block 1494 Lot 30**  
**A/k/a Caven Point Road**

---

The NJ Department of Environmental Protection took ownership on of the above captioned property on July 18, 2008 by virtue of a Deed recorded at the Hudson County Register's Office in Book 8585 Page 206 et seq.

Pursuant to NJSA 54:4-3.3 the subject property should have been exempt the first day of the 2009 taxing year, however, records indicate that it was erroneously assessed as being taxable in the year 2009.

In this connection, could you please cancel the 2009 taxes in the amount of \$7,837.12 charge in error. Our records have been amended to reflect the exempt status of the premises commencing the 2010 taxing year.

Should you have any question on this matter, please don't hesitate to give us a call.

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

City Clerk File No. Res. 10-350  
Agenda No. 10.Q  
Approved: MAY 26 2010  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING, INC. TO ENTER ONTO THE CITY OWNED PROPERTY KNOWN AS 90 VIRGINIA AVENUE

**WHEREAS**, the City of Jersey City (City) owns real property known as 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (Property); and

**WHEREAS**, Jersey City Community Housing, Inc. (JCCH) is a nonprofit corporation that constructs affordable housing units; and

**WHEREAS**, Ordinance 09-128 approved on January 13, 2010 authorized the execution of a Development Agreement with JCCH and the conveyance of the Property to JCCH so that it can construct fourteen (14) units of affordable residential condominium units; and

**WHEREAS**, the City executed the Development Agreement with JCCH on February 9, 2010; and

**WHEREAS**, JCCH is in the process of finalizing the funding for the project and pursuant to Ordinance 09-128 the Property will be transferred to JCCH when the project funding is finalized; and

**WHEREAS**, Resolution 10-134 approved on March 10, 2010 authorized a sixty (60) day License Agreement so that JCCH could enter the Property for the purpose of securing it, performing soil testing and other due diligence before the Property is transferred to JCCH; and

**WHEREAS**, JCCH is requesting the renewal of License Agreement for the same purposes for an additional ninety (90) days; and

**WHEREAS**, JCCH agrees to execute the License Agreement attached hereto.

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

1. JCCH, 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

TITLE:

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JERSEY CITY  
COMMUNITY HOUSING, INC. TO ENTER ONTO THE CITY OWNED  
PROPERTY KNOWN AS 90 VIRGINIA AVENUE**

3. The term of this License Agreement shall be for ninety (90) days effective as June 1, 2010

RR  
5-19-10

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

*B O'Reilly*  
Business Administrator

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

1080

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
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 Jersey City Community Housing Corporation (hereinafter referred to as "Licensee"), whose address is 152 Central Avenue, Jersey City, New Jersey 07307.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (hereinafter referred to as the "premises"). The City will be transferring the premises to the Licensee in the near future for the purpose of constructing 14 affordable residential condominium units. 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 ninety (90) days effective as June 1, 2010.
2. The Licensee shall be permitted to use the premises for the following activities:
  - (a) securing the premises;
  - (b) performing environmental testing of the building and soil; and
  - (c) perform such other acts of due diligence necessary before the City transfers the premises to the Licensee.

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 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.
4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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:

17. 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.

18. 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.

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

20. This Agreement shall terminate on \_\_\_\_\_, 2010.

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

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2010

JERSEY CITY COMMUNITY  
HOUSING, INC.  
(Licensee)

CITY OF JERSEY CITY

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

By: \_\_\_\_\_  
Brian O'Reilly  
Business Administrator

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

RR  
5-19-10

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

City Clerk File No. Res. 10-351

Agenda No. 10.R

Approved: MAY 26 2010

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 1366 LOTS 54.A DANFORTH AVENUE.

**Council** **offered and moved adoption of the**  
**following Resolution :**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 1366 Lots 54.A Danforth Avenue ; and,

**WHEREAS**, the property is vacant land adjacent to Public School # 20; and,

**WHEREAS**, the Jersey City Public Schools has been utilizing the property for parking for personnel of Public School # 20 since November 1992 ; and,

**WHEREAS**, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School # 20 to park at said property for an additional one year commencing July 1, 2010 and ending June 30, 2011 ; and,

**WHEREAS** , the Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 1366 Lots 54.A Danforth Avenue.
2. The term of the License Agreement shall commence on July 1, 2010 and end June 30, 2011.

APPROVED: *Ann Marie Miller*  
Ann Marie Miller, Real Estate Manager

APPROVED: *B. O'Keefe*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

2010076

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/26/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

**THE JERSEY CITY PUBLIC SCHOOLS**

346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
(201) 915-6231



**LEGAL DEPARTMENT**  
fax (201) 915-6230

**Paula Mercado Hak**  
General Counsel

**Robert J. Pruchnik**  
Assistant General Counsel

**R. Scott Eveland**  
Assistant General Counsel

May 12, 2010

**VIA FACSIMILE (201-547-5711) AND REGULAR MAIL**

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

**Re: Block 1366, Lot 54A (Danforth Avenue)  
Block 1655, Lot 184 (278-288 Duncan Avenue)**

Dear Ms. Miller:

This letter responds to your letter dated May 3, 2010 regarding the license agreements for the above-referenced properties which will expire on June 30, 2010. Per my discussion with the Superintendent of Schools, Dr. Charles T. Epps, Jr., please be advised that the District would like to renew these agreements for another year. Please forward the new license agreements at your earliest convenience.

Additionally, your letter did not reference Block 1928, Lot F (51 Crescent Avenue). The District currently has a license agreement with the City covering that property. Please be advised that the District would also like to renew its agreement for this property for another year. If the property's license agreement with the District will not be available for renewal for the upcoming year, please advise as to why this is the case.

Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paula Mercado Hak".

**Paula Mercado Hak**  
General Counsel

PMH:

cc: Melissa Simmons, Business Administrator/Board Secretary

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2010, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOLS , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1. The City is the owner of certain property located at Block 1366 Lot 54.A, Danforth Avenue.
2. The City agrees to permit the Jersey City Public Schools to enter the Property for no consideration for a period not to exceed one year (June 30, 2011).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.
4. The Jersey City Public Schools use of the Property shall be for the sole purpose of placing no more than two trailers for classrooms.
5. The Jersey City Public Schools shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public Schools shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey city Public Schools 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public Schools shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public Schools in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public Schools, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public Schools shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public Schools, as the case may be, 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 Jersey City Public Schools, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

<b>City:</b>	<b>City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302</b>
<b>Jersey City Public Schools</b>	<b>Jersey City Public Schools 346 Claremont Avenue Jersey City, New Jersey 07305 Attention: Paula Mercado Hak</b>

13. The Jersey City Public Schools shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public Schools, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE  
CITY CLERK**

---

**BRIAN O'REILLY  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOLS**

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

City Clerk File No. Res. 10-352  
 Agenda No. 10.5  
 Approved: MAY 26 2010  
 TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT  
 WITH JERSEY CITY PUBLIC SCHOOLS FOR USE OF  
 BLOCK 1655 LOTS 180,181,182, 183,184 AND LOT A,  
 278-288 DUNCAN AVENUE.**

**Council** **offered and moved adoption of the**  
**following Resolution :**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 1655 Lots 180,181,182,183,184 and Lot A, 278-288 Duncan Avenue ; and,

**WHEREAS**, the property is vacant land adjacent to Public School # 39; and,

**WHEREAS**, the Jersey City Public Schools has been utilizing the property for parking for personnel of Public School # 39 since November 1992 ; and,

**WHEREAS**, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School # 39 to park at said property for an additional one year commencing July 1,2010 and ending June 30,2011 ; and,

**WHEREAS** , the Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 1655 Lots 180,181,182,183,184 and Lot A.
2. The term of the License Agreement shall commence on July 1, 2010 and end June 30, 2011.

APPROVED: *Ann Marie Miller* Ann Marie Miller, Real Estate Manager APPROVED AS TO LEGAL FORM  
 APPROVED: *D. O'Keefe* Business Administrator *[Signature]* Corporation Counsel

Certification Required   
 Not Required

0010077

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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



THE JERSEY CITY PUBLIC SCHOOLS  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
(201) 915-6231



LEGAL DEPARTMENT  
fax (201) 915-6230

Paula Mercado Hak  
General Counsel

Robert J. Pruchnik  
Assistant General Counsel

R. Scott Eveland  
Assistant General Counsel

May 12, 2010

**VIA FACSIMILE (201-547-5711) AND REGULAR MAIL**

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

Re: **Block 1366, Lot 54A (Danforth Avenue)**  
**Block 1655, Lot 184 (278-288 Duncan Avenue)**

Dear Ms. Miller:

This letter responds to your letter dated May 3, 2010 regarding the license agreements for the above-referenced properties which will expire on June 30, 2010. Per my discussion with the Superintendent of Schools, Dr. Charles T. Epps, Jr., please be advised that the District would like to renew these agreements for another year. Please forward the new license agreements at your earliest convenience.

Additionally, your letter did not reference Block 1928, Lot F (51 Crescent Avenue). The District currently has a license agreement with the City covering that property. Please be advised that the District would also like to renew its agreement for this property for another year. If the property's license agreement with the District will not be available for renewal for the upcoming year, please advise as to why this is the case.

Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paula Mercado Hak".

Paula Mercado Hak  
General Counsel

PMH:

cc: Melissa Simmons, Business Administrator/Board Secretary

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2010, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOLS , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

**WITNESSETH that:**

1. The City is the owner of certain property located at Block 1655 Lot 180, 181 , 182, 183, 184, and Lot A - 278- 288 Duncan Avenue.
2. The City agrees to permit the Jersey City Public Schools to enter the Property for no consideration for a period not to exceed one year (June 30, 2011).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.
4. The Jersey City Public Schools use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.
5. The Jersey City Public Schools shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public Schools shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public Schools 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public Schools shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public Schools in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public Schools, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public Schools shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public Schools, as the case may be, 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 Jersey City Public Schools, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

<b>City:</b>	<b>City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302</b>
<b>Jersey City Public Schools</b>	<b>Jersey City Public Schools 346 Claremont Avenue Jersey City, New Jersey 07305 Attention: Paula Mercado Hak</b>

13. The Jersey City Public Schools shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public Schools, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE  
CITY CLERK**

---

**BRIAN O'REILLY  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOLS**

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

City Clerk File No. Res. 10-353

Agenda No. 10.T

Approved: MAY 26 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY TO USE THE U.S. ARMY RESERVE FACILITY AT CAVEN POINT**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) has a Lease Agreement with the United States Department of the Army (Army) to use the Army Reserve Facility (Property) at Caven Point for the purpose of operating the Jersey City Police Department Police Academy; and

WHEREAS, the Lease Agreement expires on June 30, 2010; and

WHEREAS, the City will need to relocate personnel and equipment from the Property; and

WHEREAS, the Army has offered to give the City a thirty (30) day License Agreement beginning on July 1, 2010 and expiring on July 31, 2010 while the City moves from the Property.

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 the attached License Agreement with the United States Department of the Army for the use of the Army Reserve Facility at Cave Point; and
- 2) The term of the License Agreement shall be thirty (30) days beginning on July 1, 2010 and ending on July 30, 2010.

RR  
5-19-20

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe  
Business Administrator

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

Certification Required

Not Required

1078

APPROVED 9-0  
5/26/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
HEADQUARTERS, 99TH REGIONAL SUPPORT COMMAND  
5231 South Scott Plaza  
Fort Dix, New Jersey 08640

April 7, 2010

RECEIVED

2010 APR 20 AM 9:53

CITY OF JERSEY CITY  
BUSINESS ADMINISTRATION

Directorate of Public Works

Mr. Brian O'Reilly  
Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07306

Dear Mr. O'Reilly:

The 99<sup>th</sup> Regional Support Command is issuing a 30 day License to Use Army Reserve Facilities (DA Form 833) to the City of Jersey City that will allow the Jersey City Police Department continued use of the Caven Point United States Army Reserve Center until 31 July 2010.

This will allow the police department time to remove files, furniture and personal belongings prior to the scheduled full facility revitalization project of the Reserve Center.

Please complete the bottom portion of the enclosed DA Form 833 and return to the 99<sup>th</sup> Regional Support Command at the address above.

Should you have questions regarding this matter, please contact Pauletta LaBonte at 609-562-7650 or by e-mail at [pauletta.labonte@usar.army.mil](mailto:pauletta.labonte@usar.army.mil) or Ken Dunham, Chief of Real Estate at 609-562-7654 or by e-mail at [kenneth.dunham@usar.army.mil](mailto:kenneth.dunham@usar.army.mil).

Sincerely,

Jose E. Cepeda  
Colonel, US Army Reserve  
Regional Engineer

CF:  
Richard Rhodes, New York District, USACE

RECEIVED  
2010 APR 20 PM 3:51  
CITY OF JERSEY CITY  
BUSINESS ADMINISTRATION

TO: Prof. Kalkowski  
Steve Buller

**LICENSE TO USE ARMY RESERVE FACILITIES**

For use of this form, see AR 140-483; the proponent agency is OACSIM.

THE SECRETARY OF THE ARMY hereby grants to:

The City of Jersey City for the Jersey City Police Department - to vacate assigned space

a license, for a period of 30 days during hours 0800/1630 hours on 1 July 2010 thru 31 July 2010

but revocable at will by the Secretary of the Army, to use the following described space in the Army Reserve facility located in Caven Point USARC, 1 Chapel Avenue and Caven Point Road, Jersey City, NJ 07305-4021

This license is not subject to Title 10, United States Code, Section 2662.

THIS LICENSE is granted subject to the following conditions:

1. That the exercise of the privileges hereby granted shall be under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and is subject to such rules and regulations as may be prescribed by said officer.

2. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement, the licensee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

3. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from Governmental activities on said premises, and the licensee shall hold the United States harmless from any and all such claims.

4. That, upon the termination of this license, the licensee shall, within such time as the said officer may

designate, vacate the said premises, remove all the property of the licensee therefrom, and restore the premises to a condition satisfactory to the said officer. If the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause the property to be removed and the premises to be restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

5. That the licensee shall neither transfer this license nor sublet the said premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this license without permission in writing from the said officer.

6. That the licensee shall pay the cost, as determined by the said officer, or producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 20 10

(SEAL)

THIS LICENSE, together with the provisions and conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 10

SIGNATURE

ORGANIZATION

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

City Clerk File No. Res. 10-354  
Agenda No. 10.U  
Approved: MAY 26 2010  
TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH BRASS WORKS URBAN RENEWAL COMPANY, LLC TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 741, LOT B1.99 A/KA 46-76 MOUNTAIN AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) owns real property known as Block 741, Lot B1.99 a/k/a 46-76 Mountain Avenue (Property); and

WHEREAS, Brass Works Urban Renewal Company, LLC (Licensee) is the owner of the real property located at 100 Paterson Plank Road, Jersey City, New Jersey known as Block 750 Lot G (Licensee Parcel); and

WHEREAS, Licensee was granted approval of its Preliminary and Final Major Site Plan application with variances from the Jersey City Board of Adjustment some time in February of 2003 to develop the Licensee Parcel and as a condition of the approvals Licensee was required to undertake and construct certain off-site and public improvements; and

WHEREAS, one of the off-site improvements which Licensee is required to construct is a staircase, commonly referred to as the "100 Steps" (Staircase Improvement), within the boundaries of the City's Property; and

WHEREAS, the Staircase Improvement will ultimately be dedicated to the City by Licensee;

WHEREAS, the construction of the Staircase Improvement has not been completed; and

WHEREAS, the current Licensee Agreement with the Licensee expires on May 31, 2010; and

WHEREAS, the Licensee requests that the City renew the License Agreement for an additional six (6) months;

WHEREAS, Licensee agrees to execute the License Agreement attached hereto to.

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

- 1) Brass Works Urban Renewal Company, LLC, 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;

City Clerk File No. Res. 10-354  
Agenda No. 10.U MAY 26 2010

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH  
BRASS WORKS URBAN RENEWAL COMPANY, LLC TO ENTER  
ONTO THE CITY-OWNED PROPERTY KNOWN AS BLOCK 741,  
LOT B1.99 A/KA 46-76 MOUNTAIN AVENUE

- 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 this license agreement shall be for six (6) months, effective as of June 1, 2010.

RR  
5-19-10

APPROVED: \_\_\_\_\_  
 APPROVED: B. O'Keilly  
 Business Administrator

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

1079

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/26/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 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 Brass Works Urban Renewal Company, LLC (hereinafter referred to as "Licensee"), 100 Marshall Street, Hoboken, New Jersey. By this License Agreement the City grants permission to the Licensee to conduct the activities described herein on the City Parcel, as hereinafter defined.

WHEREAS, Licensee is the owner of the real property located at 100 Paterson Plank Road, Jersey City, New Jersey known as Block 750 Lot G (referred to as "Licensee Parcel"); and

WHEREAS, the City is the owner of certain parcel of land comprising a portion of the Palisades Cliff descending from the former Franklin Street and situated to southwest of the Licensee Parcel and located in the City of Jersey City (referred to as the "City Parcel") more particularly described in Schedule A attached to this agreement; and

WHEREAS, Licensee was granted approval of its Preliminary and Final Major Site Plan application with variances from the Jersey City Board of Adjustment some time in February of 2003 to develop the Licensee Parcel. As a condition to the approvals, Licensee was required to undertake and construct certain off-site and public improvements;

WHEREAS, one of the off-site improvements which Licensee is required to construct is a staircase, commonly referred to as the "100 Steps", within the boundaries of the City Parcel, descending from the former Franklin Street to the foot of Mountain Road as more particularly detailed on Schedule B attached to this Agreement ("Staircase Improvement");

WHEREAS, the Staircase Improvement will ultimately be dedicated to the City by Licensee;

NOW THEREFORE in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Licensee, its contractors or agents, are permitted to conduct activities on the City Parcel for a period of six (6) months commencing on June 1, 2010 and ending on November 30, 2010. The Staircase Improvement has been approved and accepted by the City's Division of Engineering. The activities conducted by the Licensee within the City Parcel.

2. Licensee shall be permitted to conduct any and all activities with relation to the Staircase Improvement to be constructed within the City Parcel. Such activities may include but are not limited to the excavation of parts of the City Parcel, removal of structures and/or appurtenances located on or within the City Parcel, installation and construction of foundations within the City Parcel.
3. Any damage to the City Parcel 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 actual costs and expenses thereof.
4. The Licensee shall at its own cost and expense restore any portion of the City Parcel to the condition existing immediately prior to its occupancy of those portions of the City Parcel not subject to the Staircase Improvement.
5. 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 City Parcel as 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 reasonable 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 the termination of this License Agreement.
6. 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.
7. The permission to use the City Parcel 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.
8. 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.

9. 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.

10. 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.

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

12. 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 City's Risk Manager shall determine the amount of the insurance coverage, and the City's Risk Manager shall provide the Licensee with such requirements of insurance coverage prior to the execution of this License Agreement by the City. The City shall be named as an additional 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 Public Right of Way 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.

13. The Licensee's use of the City Parcel shall be in accordance with all health ordinances and regulations of the City of Jersey City, which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the City Parcel that may be removed without damage to the City Parcel shall be deemed to be the property of the Licensee and shall be removed by it at the termination of The License Agreement, or not later than five (5) days thereafter. In the event that any equipment as contemplated by this paragraph is not removed within the prescribed time period, the equipment shall be deemed abandoned and the Licensor shall have the right to dispose of the equipment and charge the Licensee for any cost of disposing the equipment.

15. 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 License Agreement. No other persons are to speak or act for the Licensee.

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

Licensor: City of Jersey City

Manager of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302

Licensee: Brass Works Urban Renewal Company, L.L.C.  
100 Marshall Street  
Hoboken, New Jersey 07030  
Attn.: Mr. Sanford Weiss

with a copy  
to Licensee's  
attorney:

GarciaTurula, LLC  
Harborside Plaza X  
3 Second Street, Suite 1201  
Jersey City, New Jersey 07311  
Attn.: George L. Garcia, Esq.

17. This License 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 License Agreement, or any part thereof, or occupy the City Parcel for any reason other than the reasons stipulated in this License Agreement, under penalty of damages.

18. 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 License Agreement shall be considered just cause for immediate termination and cancellation of the License Agreement.

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

20. This License Agreement shall terminate on November 30, 2010.

21. This License Agreement may be executed in several counterparts, which shall collectively constitute a single License Agreement.

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

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Brass Works Urban Renewal Company, LLC  
By: The Cliffs at Jersey City, LLC, Operating  
Manager  
(Licensee)

CITY OF JERSEY CITY  
(Licensor)

By: \_\_\_\_\_  
Sanford Weiss, Member Manager

By: \_\_\_\_\_  
Brian O'Reilly  
Business Administrator

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
ROBERT BYRNE  
City Clerk

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

City Clerk File No. Res. 10-355

Agenda No. 10-V

Approved: MAY 26 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES, INC. (GTBM INC.,) FOR FURNISHING AND INSTALLATION AUDIO-VISUAL IMPLEMENTATION FOR THE NEW PUBLIC SAFETY COMMUNICATIONS CENTER, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING. PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, there exists a need for additional audio-visual implementation for the new Public Safety Communications Center under construction at 73-85 Bishop Street Jersey City, N.J.: 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**, GTBM Inc, 351 Paterson Avenue, East Rutherford New Jersey 07073 being in possession of State Contract number A-69834, submitted a proposal for the purchase and installation of the **Audio Visual System** in the total amount of ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO AND 00/100 DOLLARS (\$104,872.00); AND

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq. In Account No.

04-215-55-856-990 Purchase Order Number 99381

Department of Administration, Division of Architecture

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

1. A contract be awarded to the aforementioned GTBM Inc., for furnishing, delivering and installing Audio-Visual System detailed above and the Acting Purchasing Director is directed to have such a contract drawn up and executed.

continued on page 2

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINES, INC, (GTBM) FOR FURNISHING AND INSTALLATION OF AUDIO-VISUAL IMPLEMENTATION FOR THE NEW PUBLIC SAFETY COMMUNICATIONS CENTER, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING PROJECT NO, 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION DIVISION OF ARCHITECTURE**

2. The aforementioned furnishing, delivering, and installation of the audio visual is being obtained without public bidding pursuant to N.J.S.A. 40A:11912 et, seq.

3.. The Mayor or Business Administrator is authorized to execute a contract on be half of the City of Jersey City.

4. A copy of this resolution shall be published in a newspaper of general circulation as required by law within ten (10) days of its passage..

I, Donna Mauer (Donna Mauer) as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et seq.

Department of Administration, Division of Architecture

Account No. 04-215-55-856-900 Purchase Order No. 99381 \$104,872.00

APPROVED: Peter Folgado  
Peter Folgado, Acting Purchasing Director

APPROVED: Greg Romano  
Business Administrator  
ASST

APPROVED AS TO LEGAL FORM  
Joanne Monahan  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/26/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrhe  
Robert Byrhe, City Clerk

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-162-411/000

SEQUENCE NUMBER:

0067515

ADDRESS:

351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:

10/13/04

EFFECTIVE DATE:

02/22/77

*John S. Tully*  
Acting Director

FORM-BRC(08-01)

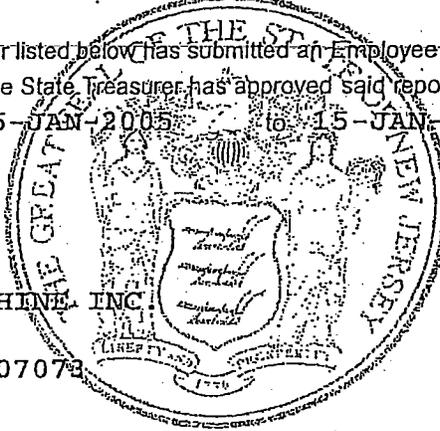
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Certification 24180

## 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-2005 to 15-JAN-2012

GOLD TYPE BUSINESS MACHINE INC.  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073



*Bradley Abela*

State Treasurer

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

---

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

---

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

**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 Gold Type Business Machines Inc

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

*And See Attached Council/Personnel* (A)

**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               |
|------------------------------|----------------------------|
| Rich Picolli                 | 71 Ridge Rd. Rutherford NJ |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc  
Signed: *Vincent Cronen* Title: CFO Date: 7/16/09  
Print Name: Vincent Cronen

Subscribed and sworn before me this 16 day of July, 2009  
*Deanna Sciolaro*  
My Commission expires: DEANNA SCIOLARO  
**NOTARY PUBLIC OF NEW JERSEY**  
MY COMMISSION EXPIRES JULY 16, 2011

*Vincent Cronen*  
(Affiant)  
Vincent Cronen CFO  
(Print name & title of affiant) (Corporate Seal)

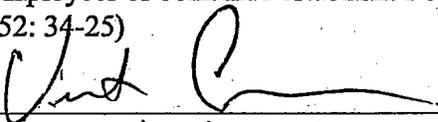
**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner

of the firm of Gold Type Business Machine Inc

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)   
Vincent Croner

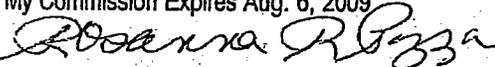
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY July 13 OF 20 07

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

ROSANNA R. PIZZA

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20.

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 6, 2009

7/13/07 

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

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name         | Address                          | % owned |
|--------------|----------------------------------|---------|
| Rich Picelli | 71 Ridge Rd, Rutherford NJ 07070 | 100     |
|              |                                  |         |
|              |                                  |         |
|              |                                  |         |
|              |                                  |         |

SIGNATURE :

*Vincent Cronin*  
Vincent Cronin

TITLE:

CFO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

July 13

OF 20 07

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

ROSANNA R. PIZZA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 6, 2009

7/13/07

*Rosanna R. Pizza*

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

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

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

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

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

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

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

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

Representative's Name/Title (Print):

Vincent C. Stover

Representative's Signature:



Name of Company:

Gold Type Business Machines Inc (GTBI)

Tel. No.:

201-955-5090

Date:

7/13/07

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

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

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

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

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

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

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

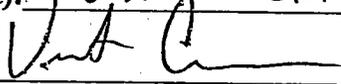
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

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

Representative's Name/Title Print): Vincent Crowe CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc (GTBM)

Tel. No.: 201-935-8820 Date: 7/13/07

**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;

*Cert 2/18/0*

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: Gold Tiger Business Machines Inc (GTBI)

SIGNATURE: *Vincent Cramer* DATE: 7/13/07

PRINT NAME: Vincent Cramer TITLE: CFO

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

City Clerk File No. Res. 100356

Agenda No. 10.W

Approved: MAY 26 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT BETWEEN  
THE CITY OF JERSEY CITY AND PUBLIC SERVICE ELECTRIC & GAS  
COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT  
POLES AT THE NEW LAFAYETTE POOL COMPLEX, PROJECT NO.  
2006-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF  
ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City has entered into a contract with APS Contractor's Inc. for the new Lafayette Pool Complex, Project No. 2006-018; and

**WHEREAS**, a separate prime contract is required for the installation of site lighting throughout and around the pool area; and

**WHEREAS**, Public Service Electric & Gas Company as a public utility, provides the lights and poles to the City pursuant to an existing contract; and

**WHEREAS**, services to be performed by PSE&G under this contract will include the following:

- (1) Furnishing and installation of fifteen (15) Classic I Poles, Item # ES041250BL.
- (2) Furnishing and installation of fourteen (14) Trenton Type 5 Lamps, Item # EX058197BL.
- (3) One (1) Trenton Type 3 Lamp, Item #EX0588199BL.

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(f), which provides that a contract may be awarded by the City Council without publicly advertising for bids for the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and schedules of charges made, charged or exacted, filed with said board; and

**WHEREAS**, the City of Jersey City has negotiated a contract with Public Service Electric & Gas Company for the above mentioned project at an estimated cost of TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHT AND 42/100 DOLLARS (\$24,708.42) with an Option to exercise a five (5%) per cent expenditure over total amount for unforeseen expenses; and

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

04-215-55-826-991                      P. O. No. 99886                      \$24,708.42

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the said negotiations between the City of Jersey City and Public Service Electric & Gas Company 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 attest that the contract has complied with specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A., 40:5-1 et. seq.; and be it further

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT BETWEEN THE CITY OF JERSEY CITY AND PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT THE NEW LAFAYETTE POOL COMPLEX , PROJECT NO. 2006-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**RESOLVED**, that a copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq. and be it further

*D.A.*  
*5/14/10*

**RESOLVED**, that this contract shall be subject to the condition that the vendor 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), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No.04-215-55-826-991 for payment of the above Resolution.

May 11, 2010

ab

APPROVED: \_\_\_\_\_  
APPROVED: B. O'Keilly  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0  
5/26/10

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      |               |     |     |      | 5/26/10       |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VEGA          | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



# PS&G

| Bill To                                                                            |                 |                  |
|------------------------------------------------------------------------------------|-----------------|------------------|
| Customer No.                                                                       | Customer PO No. | PO Date          |
| 6174306                                                                            |                 |                  |
| For Service at:                                                                    |                 | Project: 6174306 |
| VAN HORNE ST<br>JERSEY CITY NJ 07304                                               |                 |                  |
| Bill To:                                                                           |                 |                  |
| CITY OF JERSEY CITY LAFAYETTE POOL COMPLEX<br>VAN HORNE ST<br>JERSEY CITY NJ 07304 |                 |                  |
| Billing Dist: 0021 Jersey City Bill<br>Plant: DEPD                                 |                 |                  |

| Invoice                                  |            |
|------------------------------------------|------------|
| Repeat printout                          |            |
| Invoice Number                           | Date       |
| 97799322                                 | 05/10/2010 |
| Notification:                            | 500339824  |
| Contract/Sales Order: 40126345           |            |
| Company Code : DC10 Business Area : D030 |            |
| Payment Due Date : 05/20/2010            |            |
| Invoice Amount (\$)                      | 24,708.42  |
| Amount Remitted (\$)                     | _____      |

SHIP-TO ADDRESS 6174306  
 CITY OF JERSEY CITY  
 LAFAYETTE POOL COMPLEX  
 VAN HORNE ST  
 JERSEY CITY NJ 07304

( Detach here and remit upper portion with payment )

Currency US

| Item Material                                                                                     | Qty   | Unit | Rate         | Amount           |
|---------------------------------------------------------------------------------------------------|-------|------|--------------|------------------|
| 010 Lighting BPL Rate # Additional Lighting<br>Charges associated with additional street lighting | 1.000 | SU   | 24,708.42000 | 24,708.42        |
| <b>Items total</b>                                                                                |       |      |              | <b>24,708.42</b> |
| <b>Total Amount</b>                                                                               |       |      |              | <b>24,708.42</b> |

Please Return Top Portion Of Invoice Along With Your Payment To:  
 Public Service Electric and Gas Company  
 P.O. Box 14444, New Brunswick, NJ 08906-4444  
 Phone : Phone : (800) 722 0256  
 Invoice No & Date : 97799322 05/10/2010

← Brian



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.

03/11/2010 00:07

NO. 141

024

## 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): JEFFREY J. SMITH  
AFFIRMATIVE ACTION COMPLIANCE MANAGER  
Representative's Signature: [Signature]  
Name of Company: PSELG  
80 PARK PLAZA, NEWARK, NJ  
Tel. No.: 973 430 6540 Date: 5/11/2010

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall 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): JEFFREY J. SMITH *AFFIRMATIVE ACTION COMPLIANCE MANAGER*  
Representative's Signature: *[Signature]*  
Name of Company: PSEG 80 PARK PLAZA NEWARK NJ  
Tel. No.: 973 430 6540 Date: 5/11/2010

### 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 : PSELG

Address : 80 PARK PLAZA NEWARK NJ

Telephone No. : 973-430-6540

Contact Name : JEFFREY J. SMITH

Please check applicable category :

- |                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> 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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

221-212-800/000

0062256

ADDRESS:

80 PARK PLAZA T9A  
NEWARK NJ 07102

ISSUANCE DATE:

09/08/04

EFFECTIVE DATE:

07/25/04

*John S. Teedy*  
Acting Director

FORM BRC(08-01)

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

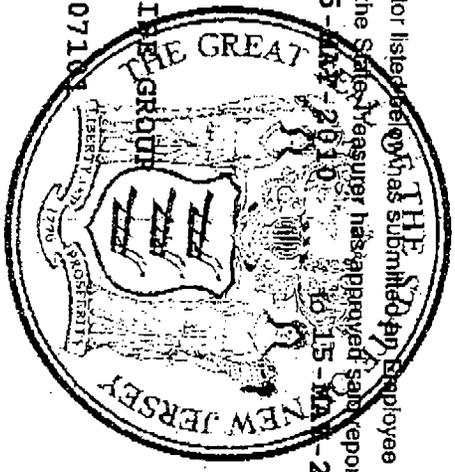
1100

Certification 7396

# 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 same report. This approval will remain in effect for the period of 15 - MAR - 2010 to 15 - MAR - 2013

PUBLIC SERVICE ENTERPRISE GROUP  
80 PARK PLAZA, MC/T15A  
NEWARK NJ 07102



  
Andrew P. Sidamon-Engstoff  
State Treasurer

80 Park Plaza  
Newark, NJ 07102  
Phone: 973-430-6540  
Fax: 973-643-6063

**PSEG**

# Fax

**To:** Audrey Beckham **From:** Jeffrey J. Smith

---

**Fax:** (201) 547-5806 **Date:** May 11, 2010

---

**Phone:** **Pages:** 6 including this cover page

---

**Re:** Request for Information **CC:**

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

**Audrey,**

**Attached are PSEG's Certificate of Employee Information Report and the documents we discussed.**

**If there is a problem with this fax transmission, please call me at 973-430-6540.**

**Thanks,**

**Jeffrey J. Smith**

**Affirmative Action Compliance Manager**

**PSEG Services Corporation**

**80 Park Plaza T-21**

**Newark, NJ 07102**

**Office: 973-430-6540**

**Cell: 609-230-7984**

**RECEIVED**  
2010 MAY 11 PM 1:04  
DIVISION OF ARCHITECTURE

CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0150363              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Vendor**  
 PUBLIC SERVICE ELECTRIC & GAS  
 325 COUNTY ROAD  
 SECAUCUS NJ 07094

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

**Dept. Ship To**  
 575 ROUTE 440  
 JERSEY CITY NJ 07305

PU450810

**Contact Info**  
 GLENN A. WRIGLEY  
 0005475900

| Quantity | UOM | Description    | Account           | Unit Price | Total     |
|----------|-----|----------------|-------------------|------------|-----------|
| 1.00     | 1   | LAFAYETTE POOL | 04-215-55-826-991 | 24,708.42  | 24,708.42 |

NEW LAFAYETTE POOL COMPLEX

PROJECT NO. 2006-018

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF JERSEY CITY AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT THE NEW LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COPY

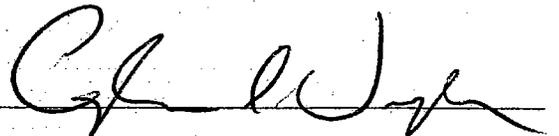
Requisition Total 24,708.42

Req. Date: 05/11/2010

Requested By: AUDREY

Buyer Id:

Approved By:



This Is Not A Purchase Order

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

City Clerk File No. Res. 10-357

Agenda No. 10.X

Approved: MAY 26 2010

TITLE:



## RESOLUTION REAPPOINTING CHRISTINE GOODMAN 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 6, 2010 that he has reappointed **Christine Goodman** of 235 Third Street, Jersey City, New Jersey to serve as a regular member of the **Jersey City Cultural Arts Commission**, for a period to commence immediately upon adoption of this resolution and expire on August 16, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Christine Goodman** 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: B. O'Keilly

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/26/10                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
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 6, 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 reappointed **Christine Goodman**, of 235 Third Street, Jersey City, New Jersey, to serve as a member of the **Cultural Arts Commission**. Ms. Goodman's term will commence upon the approval of a resolution and will expire August 16, 2014.

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 printed 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  
Christine Goodman

# CHRISTINE GOODMAN

235 Third Street • Jersey City, NJ 07302 • (917) 902-9893 •  
christine@christine-goodman.com

## WORK HISTORY

10/04 –  
Present

*Program Coordinator/Everybody Wins! Foundation*  
Manage Everybody Wins! Power Lunch program in five public elementary schools, hire and supervise School Coordinator staff at each site (7 School Coordinators total), oversee the planning and implementation of all program activities, recruit and train corporate volunteers, oversee 387 volunteers and 315 students, evaluate effectiveness of program and problem solve, act as liaison between corporate contacts and Power Lunch program, research new program models, maintain database

09/00 –  
09/04

*Coordinator/The Crystal Quilt, Inc.*  
Organize, prepare, and execute program events for nonprofit women's organization, track and cultivate donors, recruit and coordinate volunteers for a wide range of Crystal Quilt committees (including 20<sup>th</sup> Anniversary Benefit and newsletter distribution), maintain database and 5000+ mailing list in Access, event marketing, strategic planning to expand member base, website maintenance (Dreamweaver), note taking and board meeting summaries, light bookkeeping

01/99 –  
04/02

*Office Manager/Selma Rondon, L. Ac.*  
Manage busy acupuncture office, billing, greet clients, schedule appointments, perform personal assistant duties as needed (travel arrangements, schedule meetings), operate switchboard, prepare Chinese herbal prescriptions, sales, order herbs and other supplies, Internet research

09/98 –  
12/98

*Office Manager/New York University's  
Tisch School of the Arts in London*  
Work directly with Program Director as administrative liaison between UK and US offices, organize student events, Internet research, mailings, general office management duties

09/96 –  
05/98

*Office Coordinator (Work-Study)/New York University's  
Tisch School of the Arts Graduate Acting Program*  
Assist Theatre Program Coordinator, prepare and run box office for graduate shows, schedule and oversee department auditions, manage all performance reservations and memberships, assist students and guests, maintain mailing list, mass mailings, switchboard operation, clerical duties

## COMMUNITY INVOLVEMENT

04/05 –  
Present

*JC Fridays*  
Spearheaded JC Fridays, a citywide, seasonal celebration in Jersey City, NJ, where organizations and businesses offer free arts events

to the public. Responsibilities include organization leadership, volunteer recruitment and training, grassroots organizing and marketing, media interviews, fundraising, grant writing, website design and development, special event planning, hosting of Jersey City's arts leaders to plan ways to improve and develop JC Fridays, heading the JC Fridays Steering Committee

09/01 -  
Present

***Art House Productions***

Founder and Director of Art House Productions, a community-based arts organization. AHP produces professional theatre; hosts The Art House, a monthly open mic performance night in downtown Jersey City, NJ; produces a television show for Manhattan Neighborhood Network and Comcast; and publishes literary collections. AHP projects showcase poets, actors, artists, musicians, and comics while encouraging dialogue within the arts community. Responsibilities include organization leadership, press/publicity, grant writing, fundraising, marketing, program development, budget planning, community outreach, website maintenance, event preparation, cultivating relationships with other organizations, partnering with arts leaders/club owners/local government for special events

09/04 -  
Present

***JUMPPY***

***(Juvenile Urban Mentoring Program for Passaic Youth)***

Develop and lead full-day performance seminars/workshops for at-risk teens in Passaic County, NJ. Sessions include Career Intensives, Scene Study, Improvisation, Acting for the Camera, Group Games, Performance, Q&A Panels

**EDUCATION/CERTIFICATION**

06/05

***Mentoring Supervisor Certificate***

Fordham University Graduate School of Social Service /  
Big Brothers Big Sisters of New York City Center for Training and professional Development

09/96 -  
01/00

***Bachelor of Arts with Honors, New York University***

Tisch School of the Arts, Acting Program

**COMPUTER EXPERIENCE**

Microsoft Office, Photoshop, Dreamweaver, Print Shop, internet PC, Macintosh

**ADDITIONAL EXPERIENCE**

***Professional Performer and Spoken Word Artist***

- Member, AEA (Actors' Equity Association)
- 2005 New York Innovative Theater Award Nominee, Outstanding Actress in a Featured Role
- Acting teacher for children and teens, 5yrs. and up (Victory Hall OLC, JUMPPY)

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

City Clerk File No. Res. 10-359  
 Agenda No. 10.Y  
 Approved: MAY 26 2010



TITLE:

RESOLUTION APPOINTING LIBERTAD PABON AS CUSTODIAN OF  
 FIRE DEPARTMENT PETTY CASH FUND

COUNCIL OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**RESOLUTION: Change in Custodian of Petty Cash Fund in the Fire Prevention Division from Captain Edward Mike to Libertad Pabon.**

WHEREAS, Captain Edward Mike was custodian of the \$200.00 Petty Cash Fund, and

WHEREAS, in accordance with N.J.S.A. 40:5-21, the Fire Prevention Division of Office of Fire & Emergency Services, is changing custodians to Libertad Pabon;

WHEREAS, Libertad Pabon is bonded in the amount of \$200.00 by virtue of a surety bond.

Now, **THEREFORE, BE IT RESOLVED** by the Municipal council of the City of Jersey City that Libertad Pabon is hereby appointed custodian of the petty cash fund for the Fire Prevention Division. The petty cash fund has been established in accordance to the rules and regulations of the Director of Local Government Services and shall not exceed the sum of TWO HUNDRED (\$200.00)

APPROVED: Armando Roman  
 Armando Roman - Fire Director  
 Fire & Emergency Services

APPROVED: Gregory Brennan  
 Business Administrator  
 ASST.

APPROVED AS TO LEGAL FORM  
Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/26/10                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

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. 10-360

Agenda No. 10-Z

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

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 417-419 PACIFIC AVENUE A/K/A BLOCK 2091, LOT 36

**COUNCIL**  
following resolution:

Offered and moved adaption of the

**WHEREAS**, Jorge Paez, the owner of Block 2091, Lot 36 a/k/a 417-419 Pacific Avenue, participated in the City of Jersey City's ("City") First Time Homebuyer Mortgage Program; and

**WHEREAS**, the owner received from the City a \$52,000.00 loan on June 24, 1993 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

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

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

**WHEREAS**, the new lender, Bank of America, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to the new loan; and

**WHEREAS**, the amount of the new first mortgage is \$103,520.00; and

**WHEREAS**, the City's lien will be in second lien position; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel subordinating the City's lien affecting Block 2091, Lot 36 a/k/a 417-419 Pacific Avenue, to the interests of the new first mortgage of Bank of America, N.A.

IW/kn  
5-20-10

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not **WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      | 5/26/10       |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               |     |     |      | GAUGHAN       |     |     |      | FLOOD         |     |     |      |
| DONNELLY                                |     |     |      | FULOP         |     |     |      | VEGA          |     |     |      |
| LOPEZ                                   |     |     |      | RICHARDSON    |     |     |      | BRENNAN, PRES |     |     |      |

✓ Indicates Vote

201302

N.V.-Not Voting (Abstain)

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

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

City Clerk File No. Res. 10-361

Agenda No. 10.Z.1

Approved: MAY 26 2010

TITLE:



## Resolution Honoring **HERBERT SILVESTRI** On the Occasion of His Retirement

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

**WHEREAS, Herbert Silvestri** was born on September 19, 1944, one of six children of Josephine and Anthony Silvestri. Herbert graduated from Public School No. 6 and Dickinson High School; and

**WHEREAS, Herbert Silvestri** enlisted in the United States Army serving in the Ninth Infantry in Vietnam. Upon returning from Vietnam he worked for Maxwell House Coffee in Hoboken, New Jersey for 24 years; and

**WHEREAS, in 1983, Herbert Silvestri** began his career with the City of Jersey City in the Water Department. He worked in Housing Code Enforcement before transferring to the Zoning Office. Herbert is a Shop Steward for Local 246; and

**WHEREAS, Herbert Silvestri** is also very active in his community and Holy Rosary Church; and

**WHEREAS, Herbert and his wife, Rosemary,** have been married for 45 years, during which they have resided on Second Street. Herbert and Rosemary are the proud parents of three girls; Lisa, Toni Ann and Gina. They have been blessed with three grandchildren; Miranda, Joseph and Emily; and

**WHEREAS, Herbert Silvestri** has announced his intention to retire on May 27, 2010 after 27 years of dedicated service to the city. A party will be held in his honor at Puccini's Restaurant on May 27, 2010 to celebrate with his family, friends and colleagues.

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

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

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

*[Signature]*  
Business Administrator  
A.S.T.

APPROVED AS TO LEGAL FORM

*[Signature]*  
1st Asst Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/26/10                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-362

Agenda No. 10.Z.2

Approved: MAY 26 2010

TITLE:



## Recognizing and Honoring Doris Fleming On the Occasion of Her Retirement

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

- WHEREAS, Doris Fleming** was born in New York, New York and relocated to the City of Jersey City at an early age; and
  - WHEREAS, Doris Fleming** attended Public School No. 14 and Lincoln High School. She furthered her education at Jersey City State College where she earned a Bachelor of Arts Degree in General Elementary Education in 1960; and
  - WHEREAS, Doris Fleming** has faithfully taught the children in grades 4 thru 8 and kindergarten students at Cornelia F. Bradford, Public School No. 16 for the past 48 years; and
  - WHEREAS, Doris Fleming** has received many accolades for her dedication to the children of Jersey City and is the recipient of numerous awards; and
  - WHEREAS, Doris Fleming** will retire on July 1, 2010; and
  - WHEREAS, Doris Fleming** will now have more time for her hobbies. She loves spending time with family, physical fitness, reading, traveling, watching movies, going to plays and cooking; and
  - WHEREAS, Doris Fleming** married the late Horace Fleming, Jr. in 1962. She is the loving mother of Michael S. Fleming, Esq. and Matthew A. Fleming. She is the mother-in-law of Michelle Fleming and the proud grandmother of Hannah E. Fleming.
- NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Doris Fleming** on the occasion of her retirement from the Jersey City Board of Education and wishes her continued health and happiness.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Doris Fleming.wpd

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

APPROVED AS TO LEGAL FORM

APPROVED: *Suzanne Connors*  
Business Administrator

*Joanne Monahan*  
1st Asst Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/26/10                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk