

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

City Clerk File No. Res. 11-268

Agenda No. 10.A

Approved: MAY 11 2011

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2011 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2011 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2011 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$324,057,537.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
PANYNJ- PORT SECURITY GRANT	0	514,737
SENIOR INFORMATION & ASSISTANCE GRANT	0	65,000
<b>TOTAL</b>		<b>579,737</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2011 Municipal Budget.

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 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-270  
 Agenda No. 10.C  
 Approved: MAY 11 2011  
 TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 11 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAMS, LAW ENFORCEMENT TECHNOLOGY GRANT**

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

**WHEREAS**, the City of Jersey City Department of Police was one of seventeen cities selected to receive funds which can be used to purchase force multiplying crime fighting technology;

**WHEREAS**, the Department of Justice has announced that Jersey City is one of seven (7) cities that have been selected to receive an allocation of \$500,000;

**WHEREAS**, The Jersey City Police Department will utilize \$500,000 to purchase Force Multiplying equipment that will help advance our coordinated implementation of technologies and regional information sharing ability among agencies in our surrounding area.

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

1. The Jersey City Police Department is hereby authorized to apply for funding from the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Programs Law Enforcement Technology Grant.

APPROVED: *Samuel Johnson*  
 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 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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 BA: \_\_\_\_\_

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 shall be returned with the resolution or ordinance. The department, division, or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 11 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAMS, LAW ENFORCEMENT TECHNOLOGY GRANT**

- 1. Names and Title of Person Initiating Ordinance/Resolution:**  
Samuel Jefferson, Police Director
  
- 2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**  
Authorization to apply for funds under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Programs Law Enforcement Technology Grant.
  
- 3. Reasons (Need) for the Proposed Program, Project etc:**  
These funds will help the department secure additional technology needed to further enhance our information sharing ability with regional police agencies.
  
- 4. Anticipated Benefits to the Community:**  
Reduction and prevention of crimes committed citywide.
  
- 5. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
No matching requirement.
  
- 6. Date Proposed Program or Project will Commence:**  
June 1, 2011
  
- 7. Anticipated Completion:**  
November 30, 2012
  
- 8. Person Responsible for Coordinating Proposed Program/Project:**  
Samuel Jefferson, Director of Police

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Division Director Signature  
*Samuel Jefferson*  
\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
DATE  
5/4/11  
\_\_\_\_\_  
DATE

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

City Clerk File No. Res. 11-271  
 Agenda No. 10.D  
 Approved: MAY 11 2011  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION APPLYING FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2011 PROGRAM**

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

**WHEREAS**, the United States Department Of Justice, Office of Community Oriented Policing Services (COPS) has announced that they are accepting applications for funding that is designed to address the full-time sworn officer needs in states and local law enforcement agencies nationwide; and

**WHEREAS**, this funding is to be used to hire new , rehire and/or retain career law enforcement officers scheduled to be laid off in an effort to create and preserve jobs, while increasing law enforcements community policing capacity; and

**WHEREAS**, the Jersey City Police Department desires to participate in this recovery program; and request funds to assist with the cost of 50 retained police officers; and

**WHEREAS**, previous years' funding has enabled the Jersey City Police Department to put more officers on the street to address quality of life and other crimes; and

**WHEREAS**, the Unites States Department of Justice will reimburse the City of Jersey City Police Department 100% per officer over a 36-month (3 Year) grant period and has no local match requirement.

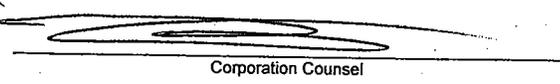
**NOW, THEREFORE, LET IT BE RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is hereby authorized to apply for funding from the United States Department of Justice – Office of Community Oriented Policing Services (COPS), for participation in the COPS Hiring FY 2011 Program.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required   
 Not Required

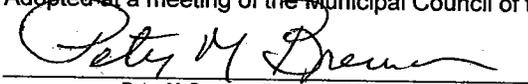
APPROVED 9-0

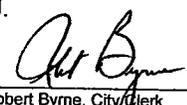
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								5/11/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

Date Submitted \_\_\_\_\_

**ORDINANCE/RESOLUTION FACT SHEET**

**Full Title of Resolution:**

**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION APPLYING FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2011 PROGRAM**

1. **Name and Title of Person Initiating the Resolution:** Samuel Jefferson, Director of the Jersey City Police Department
2. **Concise Description of the Proposed Program, Project, or Plan:** COPS Hiring Grant Program will provide funding to the Jersey City Police Department to exclusively pay salaries for newly hired/rehired/or police officers scheduled to be laid off under the above mentioned program.
3. **Anticipated Community Benefits or Assessment of Departmental Need:** Will continue to address quality of life and all crime related issues in the community in efforts to provide the residents in the City of Jersey City a safer and more secure living environment.
4. **Cost of Proposed Program or Project:** To be determined
5. **Date Proposed Program or Project will commence:** To be determined by the COPS Office.
6. **Anticipated Completion Date:** 3 years (36 months) from the COPS designated start date.

**I Certify that all the Facts Presented Herein are Accurate.**

\_\_\_\_\_  
**Division Director Signature**

*Samuel Jefferson*  
\_\_\_\_\_  
**Department Director Signature**

\_\_\_\_\_  
**Date**

*5/4/11*  
\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 11-272  
 Agenda No. 10.E  
 Approved: MAY 11 2011  
 TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TARGETING VIOLENT CRIME INITIATIVE (TVCI)**

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

**WHEREAS**, the New Jersey State Office of the Attorney General issued a notice of grant funding for the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG), Targeting Violent Crime (TVCI); and

**WHEREAS**, the Preventing and Reducing Violent Crimes funds provide municipalities the resources needed to reduce and prevent violent crimes; and

**WHEREAS**, the Jersey City Police Department has documented violence, gang, gun, and drug, activity within various Jersey City neighborhoods; and

**WHEREAS**, the Jersey City Police Department has formed a Targeting Violent Crimes Initiative Task Force where we have been focusing on violent crimes citywide; and

**WHEREAS**, the Jersey City Police Department is 1 of 7 cities that has been invited to receive funding and desires to submit an application to the Department of Law and Public Safety, Division of Criminal Justice, FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG), Targeting Violent Crime Initiative (TVCI)

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the Jersey City Police Department to continue undercover overtime tactical operations conducted by the Jersey City Police Department's Street Crimes Unit under the Targeting Violent Crimes Initiative grant.

APPROVED: *Samuel J. Gifford* APPROVED AS TO LEGAL FORM  
 APPROVED: *[Signature]* *[Signature]*  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required   
 APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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* *Robert Byrne*  
 Peter M. Brennan, President of Council Robert Byrne, City Clerk

Date Submitted \_\_\_\_\_

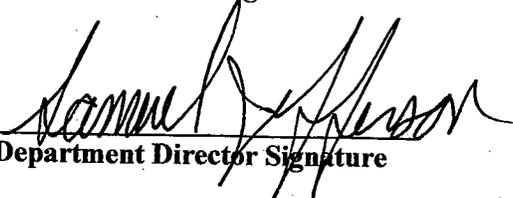
**ORDINANCE/RESOLUTION FACT SHEET**

**Full Title of Resolution: RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TARGETING VIOLENT CRIME INTITATIVE (TVCI)**

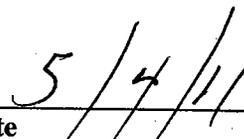
1. **Name and Title of Person Initiating the Resolution:** Samuel Jefferson, Police Director,
2. **Concise Description of the Proposed Program, Project or Plan:**  
Targeting Violent Crimes Initiative, task force is run out of the Jersey City Police Departments Street Crimes Unit. Their function is to target crimes in various Hot spots throughout the city by conducting undercover tactical overtime operations.
3. **Reasons (Need) for the proposed Program, Project etc:**  
Rash of violent crime, Residents are living in fear of drug, dealers, gang violence, and gun play.
4. **Anticipated Community Benefits or Assessment of Departmental Need:**  
Reduction and prevention of violent crimes committed as a result of gangs, drugs, and guns.
5. **Cost of Proposed Program or Project:**  
\$46,000.00 and \$92,000.00
6. **Date Proposed Program or Project will commence:** April 1, 2011 and October 1, 2011
7. **Anticipated Completion Date:** September 30, 2011 and September 30, 2012
8. **Person Responsible for Coordinating Proposed Program/Project:**  
Samuel Jefferson, Director of Police

**I Certify that all the Facts Presented Herein are Accurate.**

\_\_\_\_\_  
Division Director Signature

  
Department Director Signature

\_\_\_\_\_  
Date

  
Date

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

City Clerk File No. Res. 11-273

Agenda No. 10.F

Approved: MAY 11 2011

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE 8 ERIE STREET STUDY AREA AS AN AREA IN NEED OF REDEVELOPMENT

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3.; and

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

**WHEREAS**, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

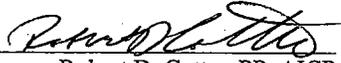
**WHEREAS**, the study area contains substandard, dilapidated and obsolete structures, and structures which are detrimental to the safety, health, morals or welfare of the community; and

**WHEREAS**, the designation of the study area is consistent with smart growth planning principles; and

**WHEREAS**, the study area consists of Block 242, Lots 14, 20A, 24, 25, 26, 27, and 28; and

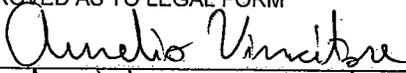
**WHEREAS**, the Jersey City Planning Board, at its meeting of April 26, 2011, the Planning Board gave a favorable recommendation to the Municipal Council for a declaring the 8 Erie Street Study Area is an area in need of redevelopment; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the "8 Erie Street Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Redevelopment."

  
Robert D. Cotter, PP, AICP  
Planning Director

APPROVED:   
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Assistant Corporation Counsel - Annelis Vincitore

Certification Required

Not Required

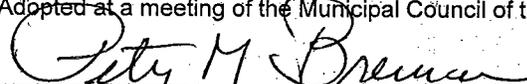
APPROVED 8-1

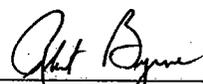
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ 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 FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE 8 ERIE STREET STUDY AREA AS AN AREA IN NEED OF REDEVELOPMENT**

**2. Name and Title of Person Initiating the Resolution:**

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

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

This Resolution declares the "8 Erie Street Study Area" to be an "area in need of redevelopment."

**4. Reasons for the Proposed Plan:**

The 8 Erie Street Study Area, which is Block 242, Lots 14, 20A, 24, 25, 26, 27, and 28, consists of one building in fair and poor condition and a substandard surface parking lot.

**5. Anticipated Benefits to the Community:**

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

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

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

**8. Anticipated Completion Date:** N/A

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

Robert D. Cotter, Director, City Planning	547-5050
Sandra Sung, Assistant Planner	547-5883

**10. Additional Comments:** None

**I Certify that all the Facts Presented Herein are Accurate.**

\_\_\_\_\_  
**Division Director**

*Carl Czaplicki*  
\_\_\_\_\_  
**Department Director Signature**

\_\_\_\_\_  
**Date**

*4/19/11*  
\_\_\_\_\_  
**Date**

***Report***

***Concerning the Determination of***

***the Proposed***

**8 Erie Street**

**STUDY AREA**

***as***

***“An Area in Need of Redevelopment”***

**The original of this report was signed and sealed  
in accordance with N.J.S.A. 40:14A-12**

**April 15, 2011**

**Division of City Planning**

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Appendix     Erie Street Study Area Photographs

Maps

Map 1           Study Area Boundary

## **I. SURVEY OF CONDITIONS IN THE STUDY AREA**

### **A. Introduction**

The Municipal Council of the City of Jersey City, on March 23, 2011 adopted resolution number 11-165, authorizing the Jersey City Planning Board to:

1. Conduct a preliminary investigation of the physical and economic conditions of an area known as the 8 Erie Study Area, (hereinafter the Study Area) to determine whether or not this Study Area meets the statutory criteria necessary to be declared an “Area in Need of Redevelopment” as outlined in NJSA 40A:12A-5 and NJSA 40A:12A-6; and
2. Propose a Redevelopment Plan for this Study Area if it is found to be in Need of Redevelopment.

### **B. Boundary Description**

The 8 Erie Street Study Area consists of seven Tax Lots found on one Tax Block in Downtown Jersey City.

Block	Lot
242	14, 20A, 24, 25, 26, 27, 28

The boundary of the Study Area is also depicted on Map 1, “Study Area Boundary Map.” In the event of a discrepancy between lots listed in the chart and the Map, the Map takes precedence.

### **C. Local Setting and Background**

The Study Area is located in downtown Jersey City, one block north of Newark Avenue and less than two blocks west of the Grove Street Path Station. The property is currently occupied by the Jersey City Police Department and consists of an existing building at the corner of Erie and Bay Streets and a surface parking lot which has 25 feet of frontage on Bay Street and 125 feet of frontage on First Street. The parking lot is currently used by the Jersey City Police Department. The Study Area is located within a largely residential area and is located nearby Newark Avenue’s commercial corridor.

## **D. Transportation Access**

The Study Area is located within an easily accessible grid network of streets and close to main arterial streets such as Columbus Drive, Newark Avenue, and Marin Boulevard.

Access to NJ Transit buses and PATH are conveniently located within a five minute walking distance.

## **E. Physical Survey and Analysis**

**E.1. Physical Survey Methodology** - The following methods were used in gathering information and preparing a physical condition survey of the Study Area.

A. Parcel ownership, land use, lot assignments, size and assessed value were obtained from the municipal tax records for each parcel. If necessary, land use categories were modified through field surveys.

B. A physical survey of the building and property was conducted to determine the general physical condition for the parcel, and where necessary to modify characteristics obtained from the tax records. The survey involved an exterior and interior walk-through evaluation. The criteria for evaluating the condition of the buildings and properties consisted of those factors that would indicate the generality of active maintenance and investment, or the lack thereof, in the residence, business, plant or property surveyed. Building and property condition was determined by focusing on certain indicators such as the following: windows, entranceways, siding, brickwork, cornices, sidewalks and curbing, evident rubbish, foundations and retaining walls, fencing, arrangement of driveways, parking and loading areas, relationship of buildings and land use to the surrounding area, condition of pavement and the grounds in general. Factors which weighed against a positive rating included: cracks and fissures in masonry or concrete, broken glass, rotted and deteriorated wood elements, missing or damaged siding sections, evident debris and poor maintenance of the grounds, rusted or broken fencing elements, damaged or missing sidewalk areas and overcrowding or excessive coverage of buildings and land-use. Buildings and properties were classified as Good, Fair, or Poor.

## **E.2. Study Area Characteristics**

The Study Area contains approximately 0.515 acres of property on a seven tax lots, and includes the surrounding city streets. The Study Area consists of one building and a contiguous surface parking lot servicing the building.

### **Block 242, Lot 20A:**

Lot 20A consists of one building currently occupied by the Jersey City Police Department. It appears to have 100% lot coverage and has frontage on Erie Street and Bay Street.

The exterior Erie Street façade looks to be in fairly good condition. The windows appear to be upgraded and there are no major visible issues with the exterior façade on Erie Street. The Bay Street façade has a visible addition to the original building. There are a few visible cracks in the mortar. The Bay Street façade appears to be in fair condition.

The interior of the building is partially occupied. The areas where the building has been vacated have not been maintained and exhibit many signs of deterioration. Some portions of the vacated area of the building show signs of water damage, junked furniture, litter and garbage have not been cleared out, and deteriorated hallways are all evidence of the deteriorated condition of the building. The interior of the building which is not currently occupied is in poor condition.

**Block 242, Lots 14, 24, 25, 26, 27, 28**

Lots 14, 2, 25, 26, 27, and 28 form a contiguous surface parking lot, currently utilized by the Jersey City Police Department. Lot 14 is a single lot which is the driveway access from Bay Street. Lots 24, 25, 26, 27, and 28 are contiguous lots fronting on First Street. The paved surface parking lot is in substandard condition. It does not have any drainage and is enclosed with a rusty chain link fence. The parking lot has no entrance along First Street and is located mid-block which disrupts the street wall.

Following is a brief description and the condition of the Study Area:

Block	Lots	Description	Condition
242	20A	8 Erie Street – Exterior	Fair
		8 Erie Street – Interior	Poor
	14	Drive Way to Surface Parking Lot on Bay St	Poor
	24, 25, 26, 27, 28	Surface Parking Lot fronting on First Street	Poor

**II. CRITERIA FOR DETERMINATION OF NEED FOR REDEVELOPMENT**

The Study Area may be determined to be in need of redevelopment if, after investigation, notice and hearing, as provided within NJSA 40A: 12A-6, the governing body concludes by resolution that within the study area, any of the following conditions are found:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.

- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.
- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A: 12A-5 and 40A: 12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431. (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1992, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A: 12A-1 et seq.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

### III. CONCLUSION

A review of the unique characteristics of the Study Area indicates that it qualifies as an "Area in Need of Redevelopment" as defined in NJSA 40A: 12 A-5; meeting the criteria of subsections a., d., and h.

- a. Subsection "a." speaks to the generality of buildings being substandard, dilapidated, or obsolescent, or possessing any of such characteristics, as to be conducive to unwholesome living or working conditions. The study area consists of one masonry building structure which is in fair condition. The interiors of the building clearly exhibit substandard maintenance, dilapidation and deteriorating conditions. Whole areas of the building have been abandoned and left to deteriorate.

We conclude that the conditions of Criterion "a" are met.

- d. Subsection "d." speaks to areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, excessive land coverage, deleterious land use or obsolete layout are detrimental to the safety, health, morals, or welfare of the community. This subsection is applicable to the Study Area. The building located within the boundary is partially vacant and has not been maintained and allowed to deteriorate. The surface parking lot is a obsolete substandard surface parking lot design which lacks drainage on the site and is fenced with a chain link fence.

The conditions required for Criterion "d" are met in these instances.

- h. Subsection "h" speaks to the "Smart Growth" principles of New Jersey. Clearly the redevelopment of deteriorated urban districts and the improvement of the visual environment are directed towards Smart Growth and should be seen as promoting that agenda.

It is the recommendation of City Planning staff that the aforementioned Study Area be determined as an "area in need of redevelopment," as it qualifies for such a determination under subsections a., d., and h. of NJSA 40A:12A-5.

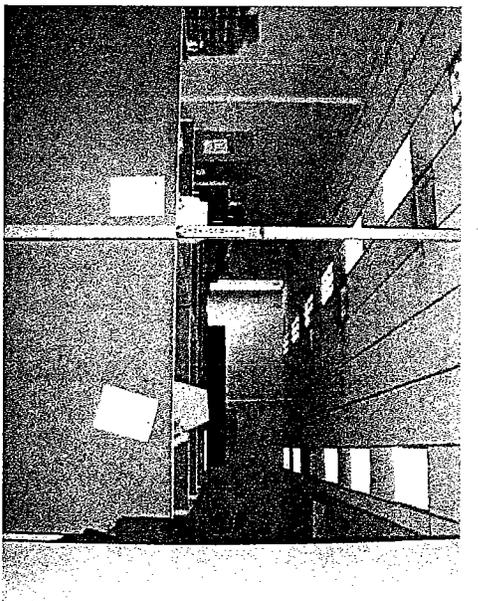
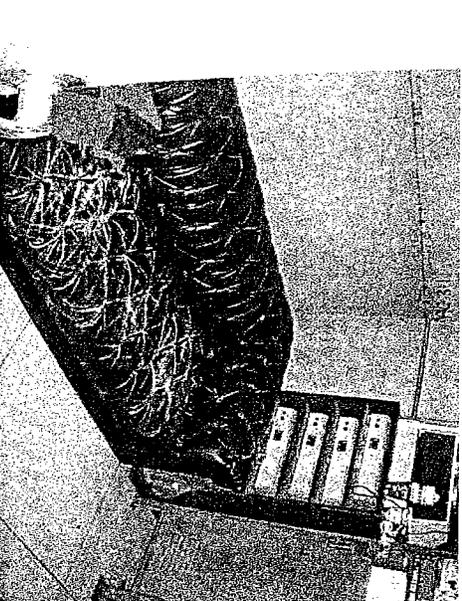
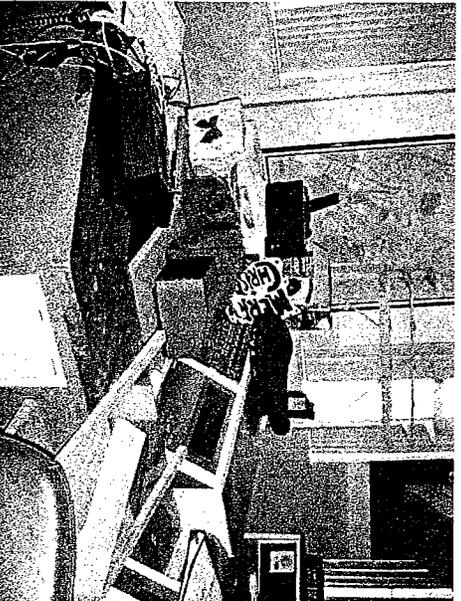
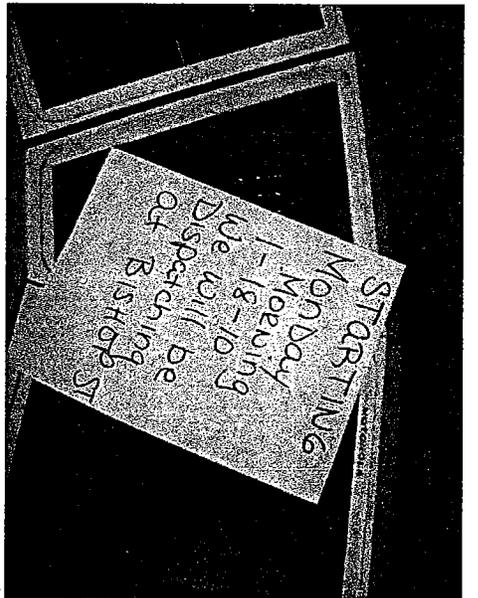
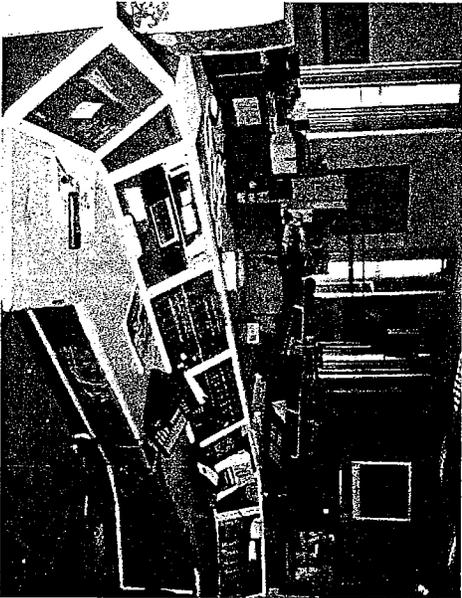
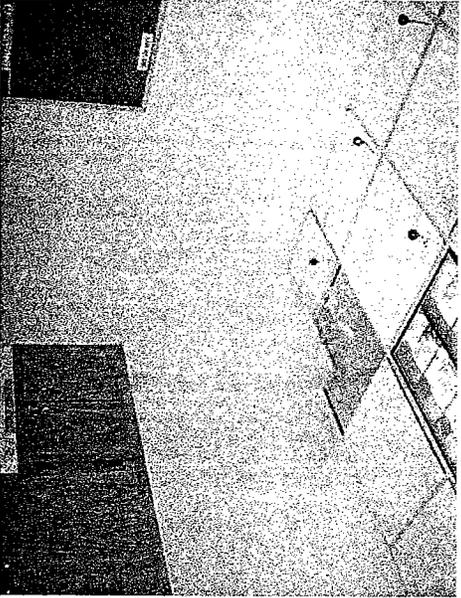
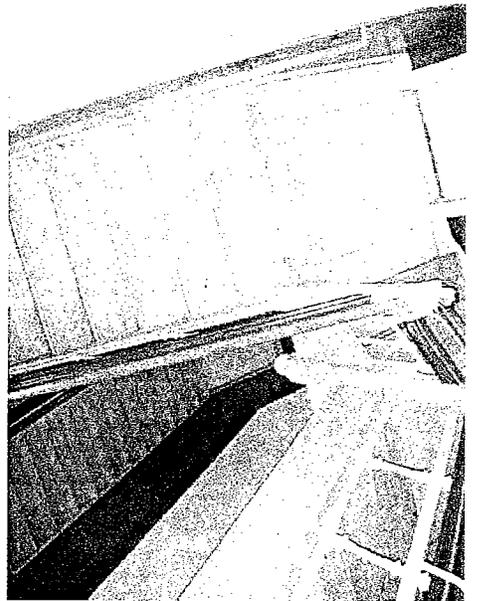
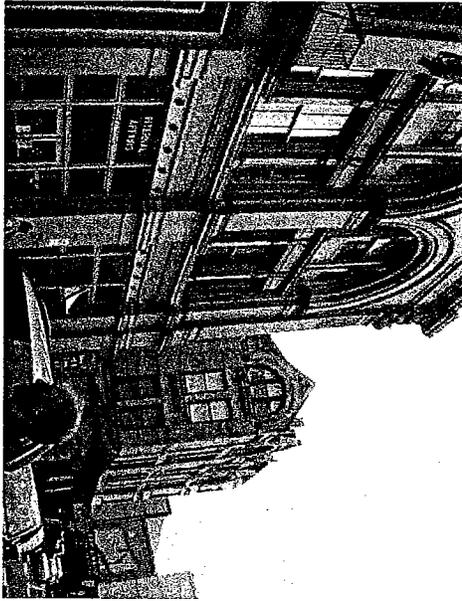
Prepared by :

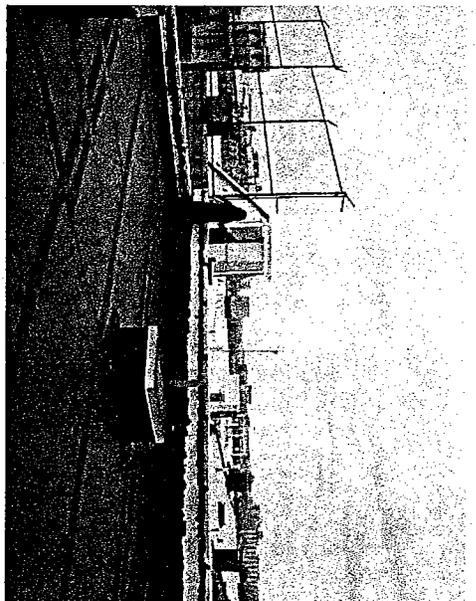
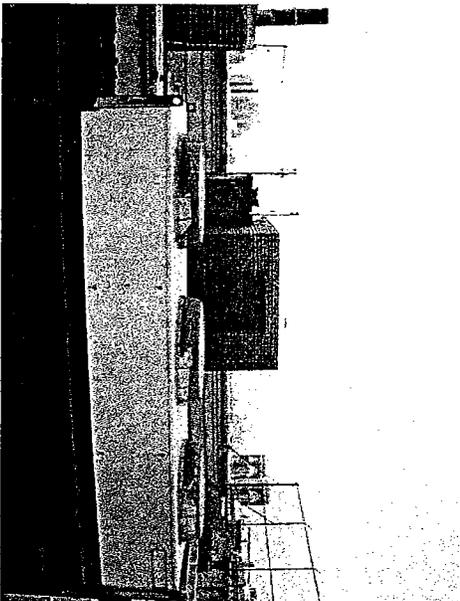
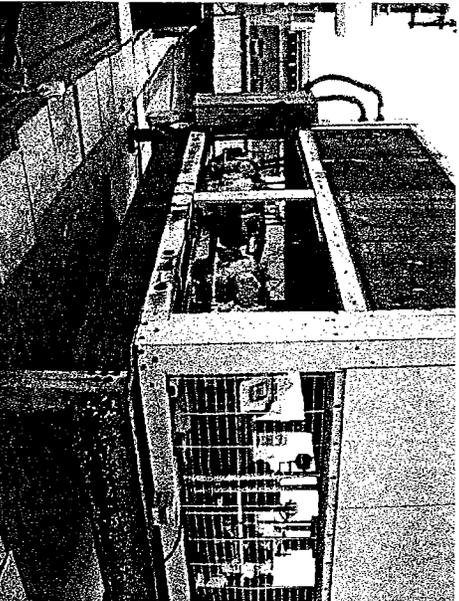
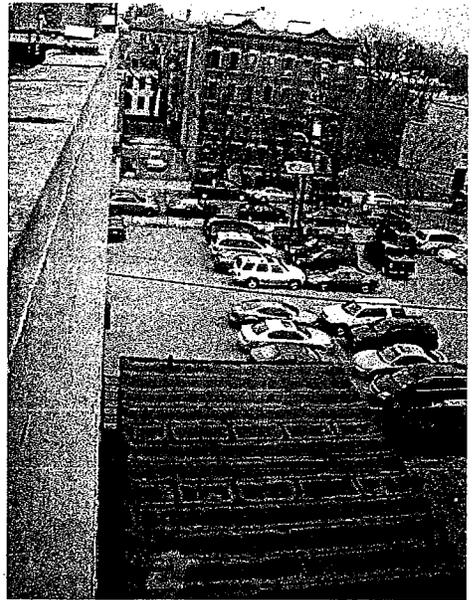
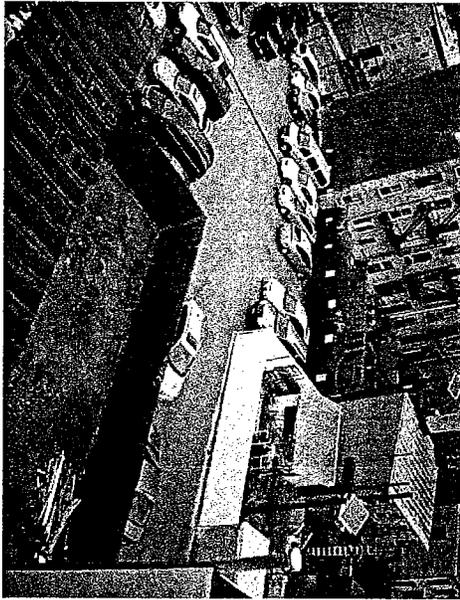
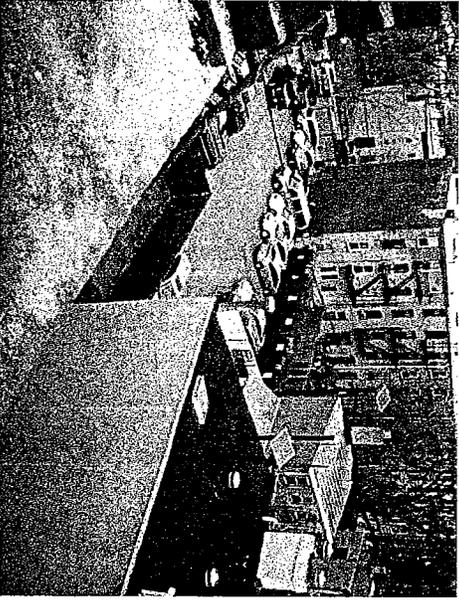
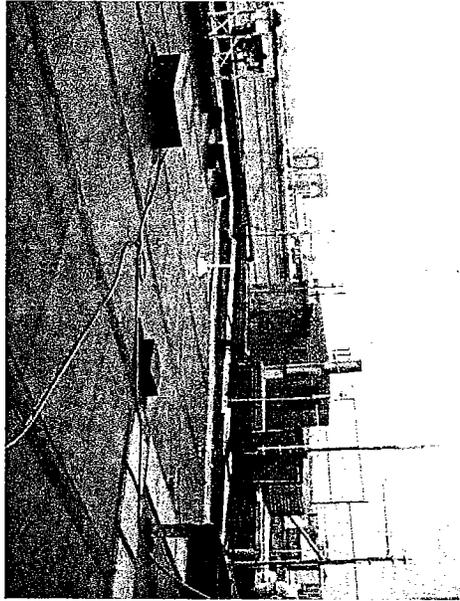
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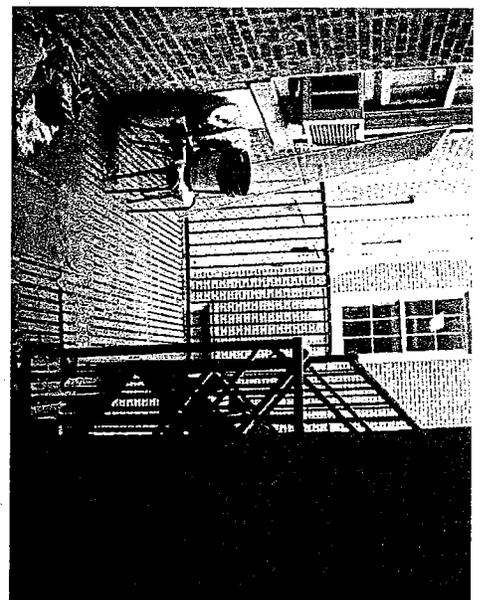
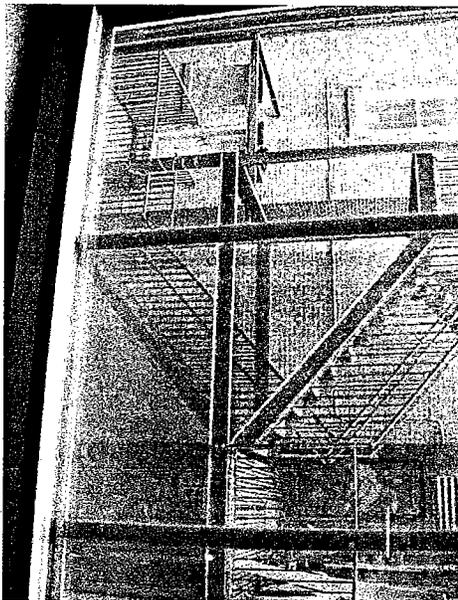
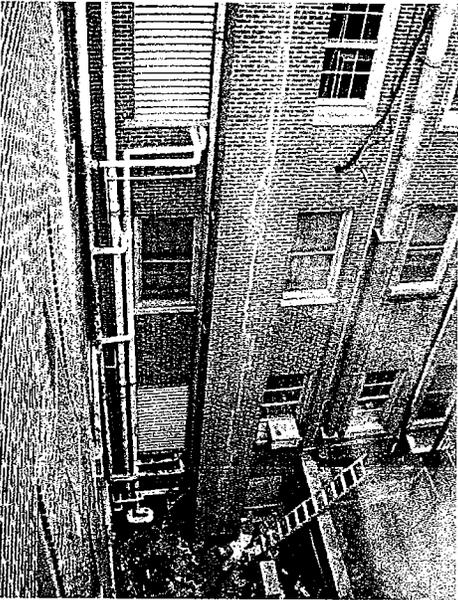
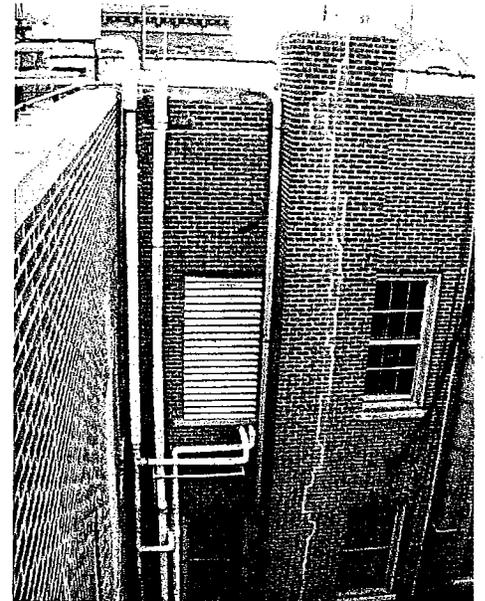
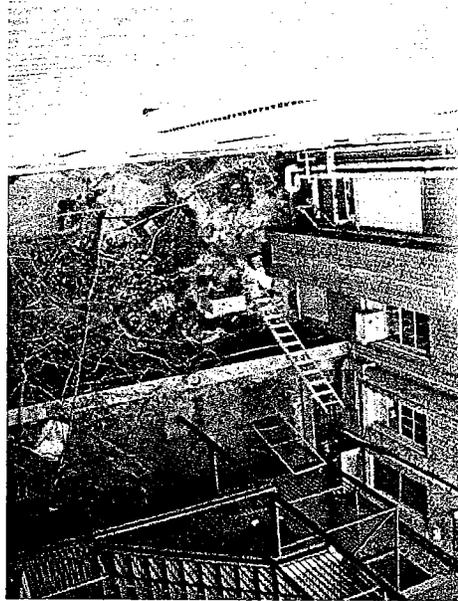
Robert D. Cotter, PP, AICP  
Director, City Planning Division

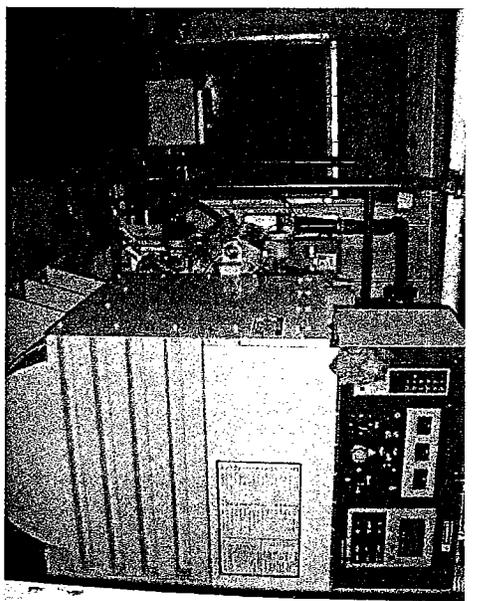
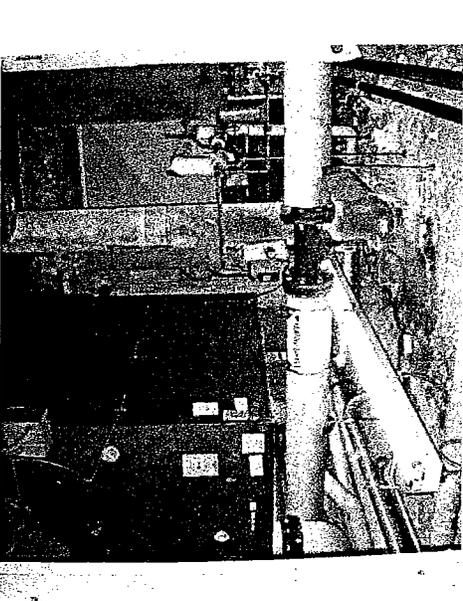
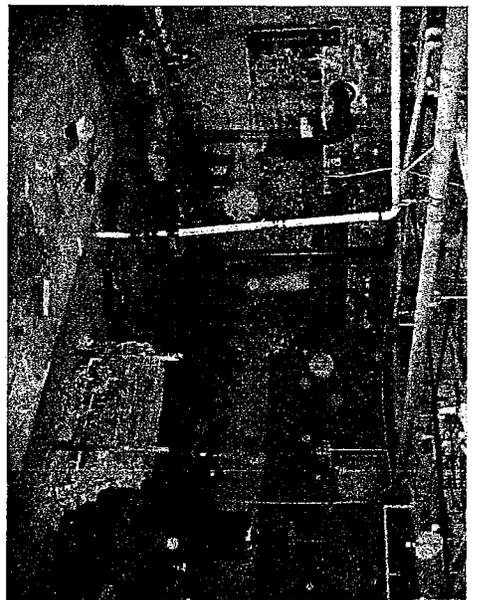
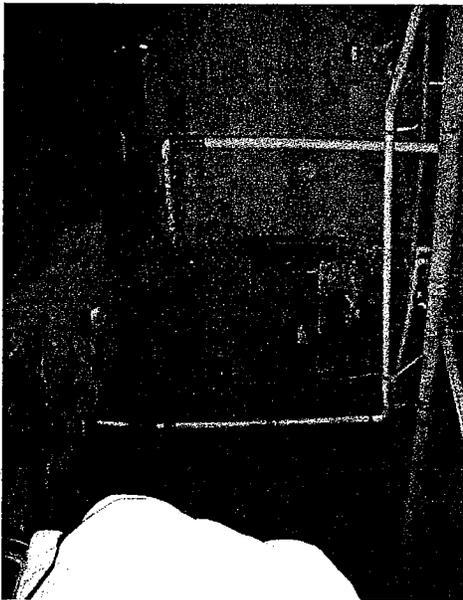
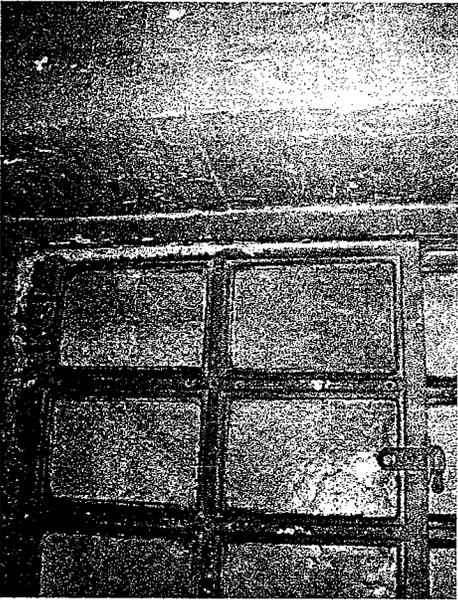
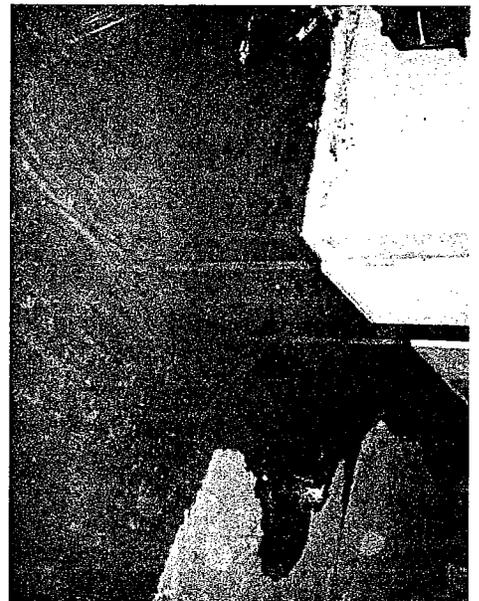
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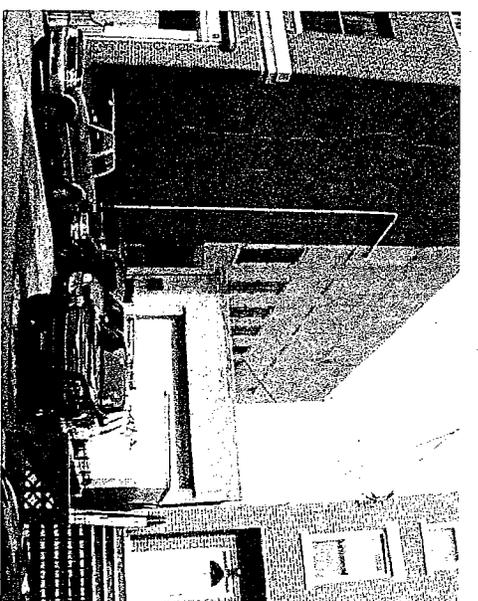
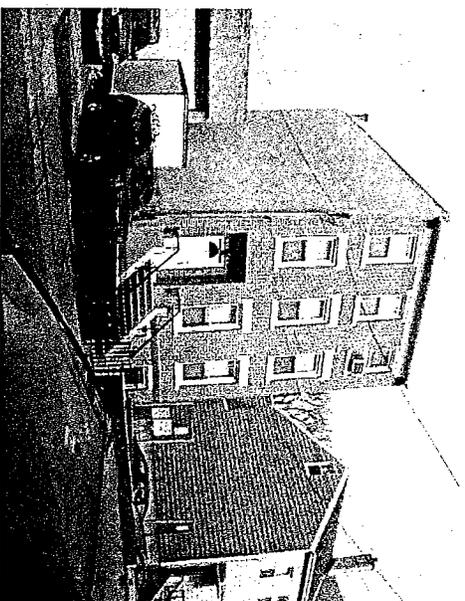
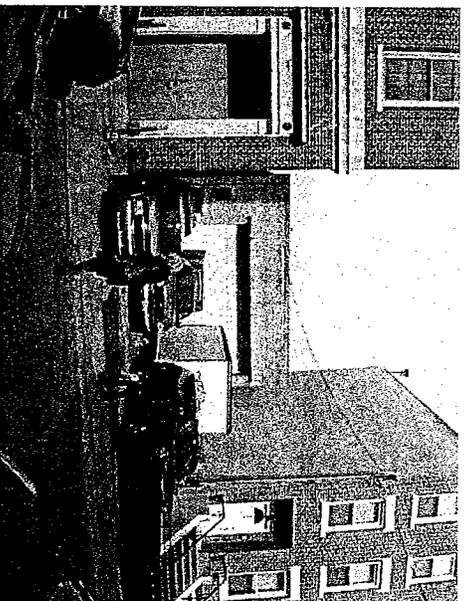
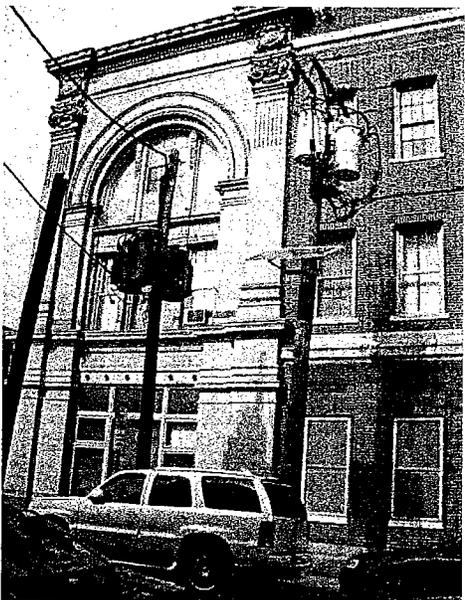
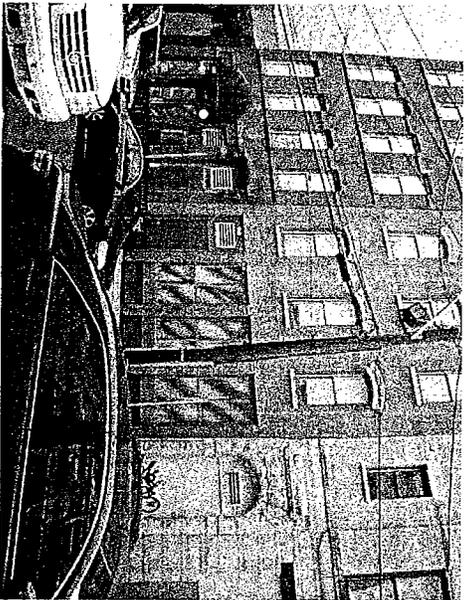
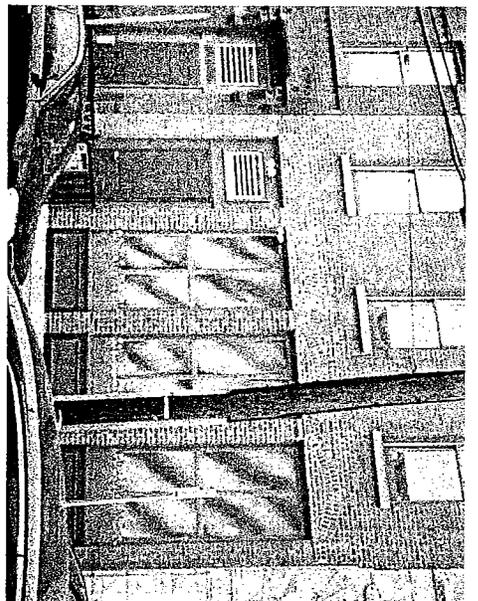
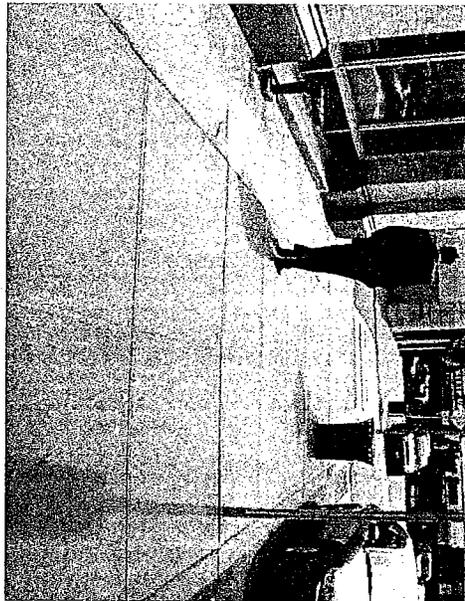
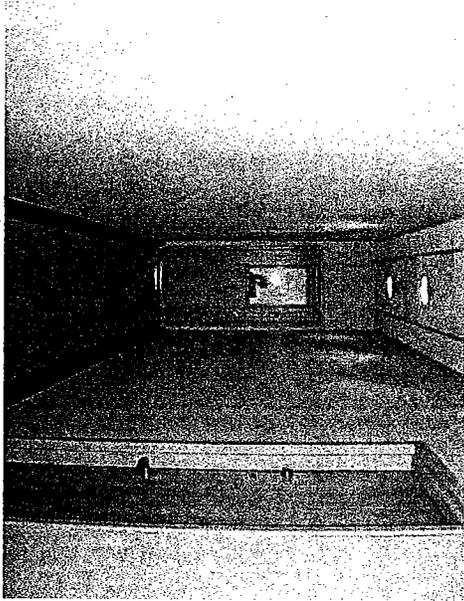
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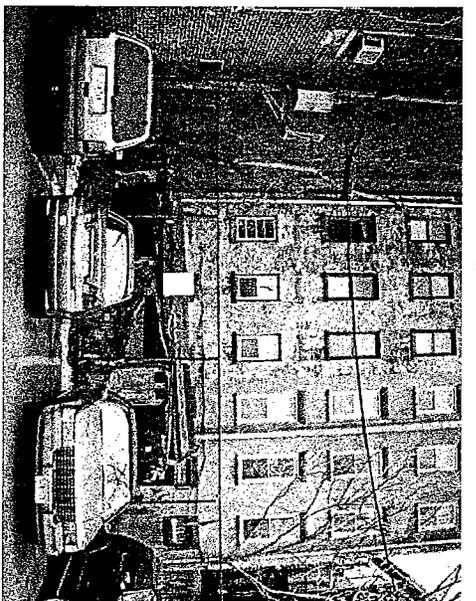
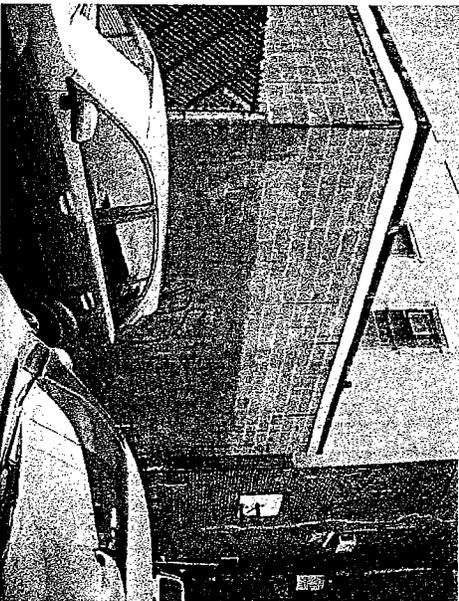
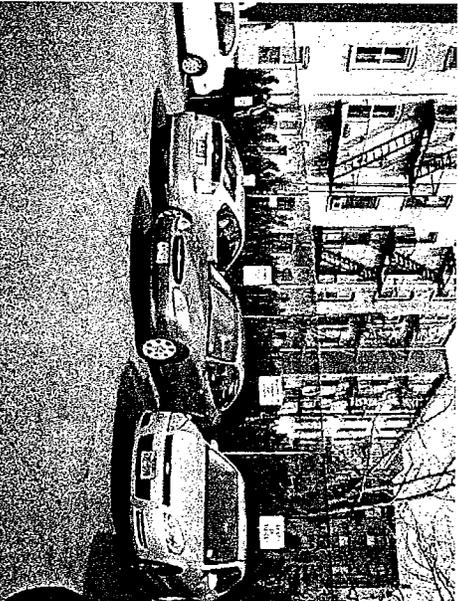
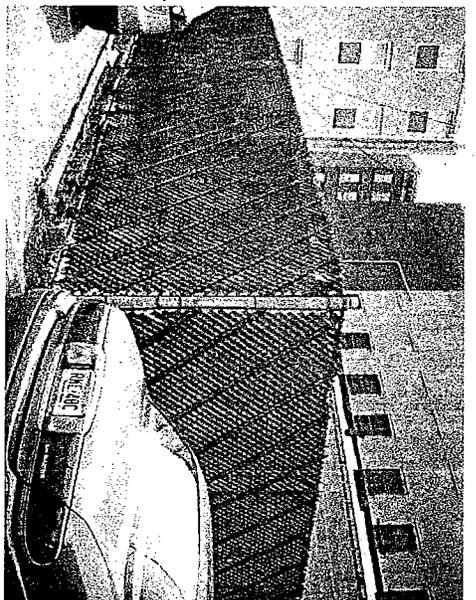
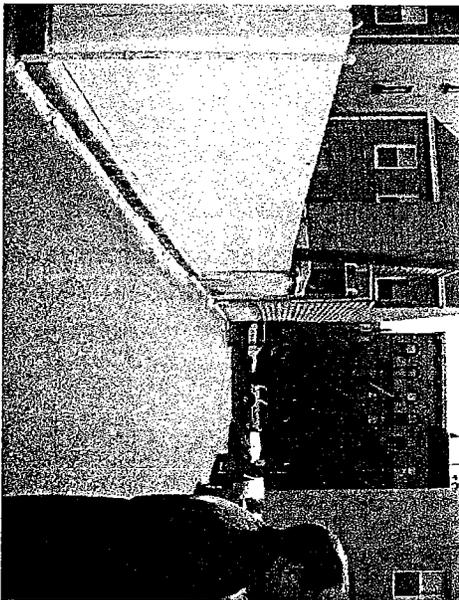
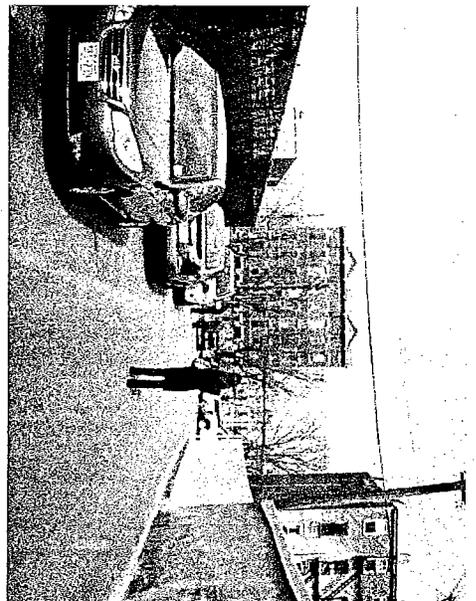
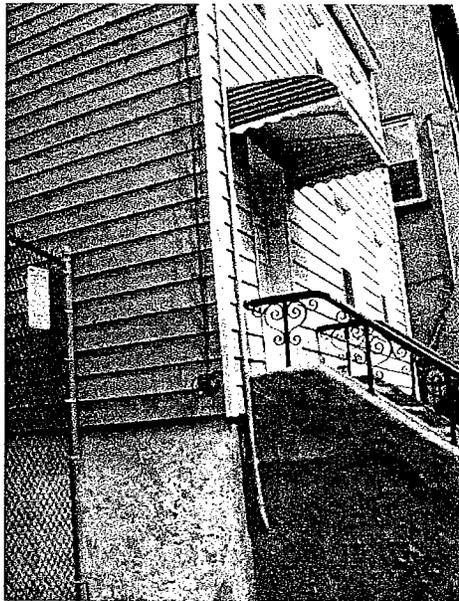
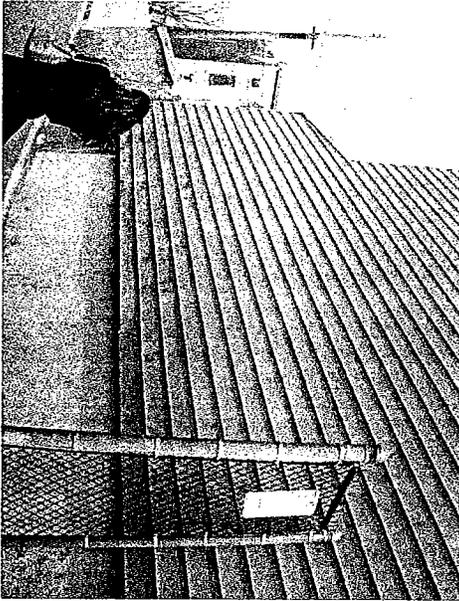


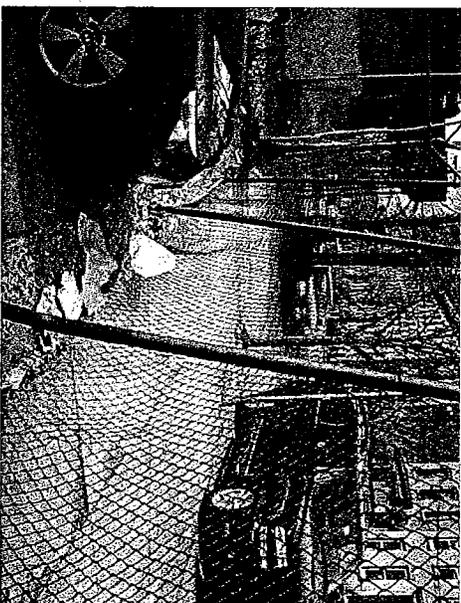
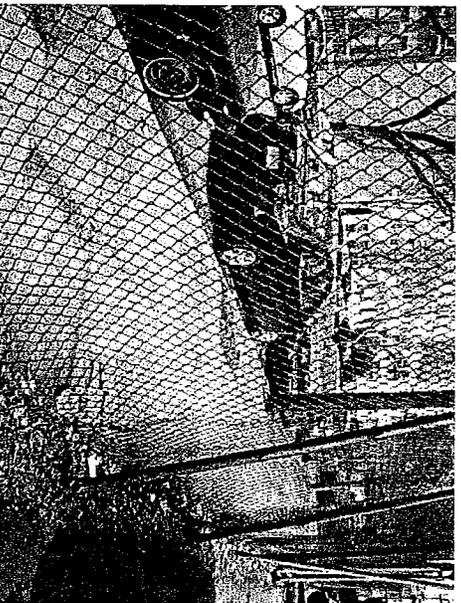
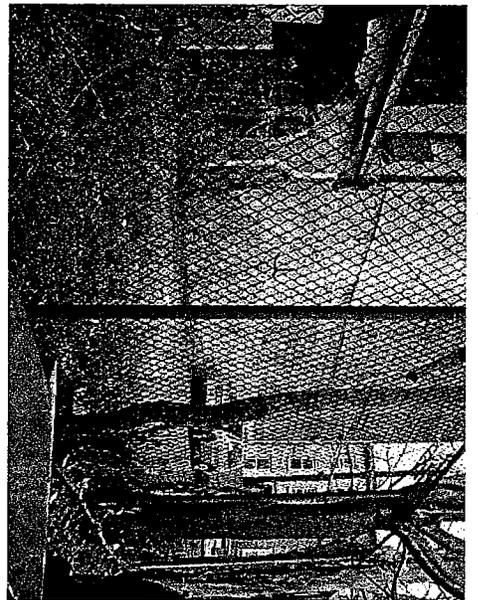
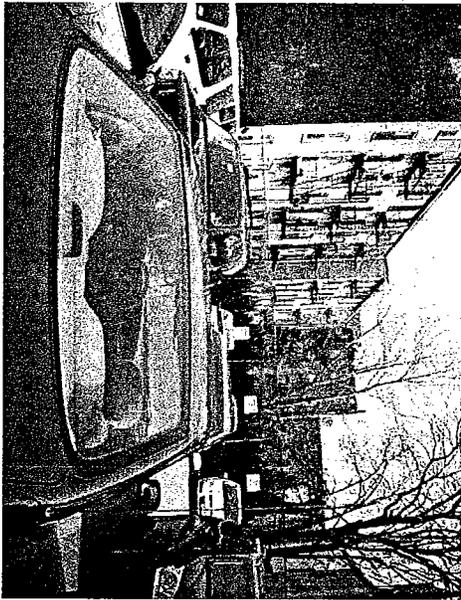
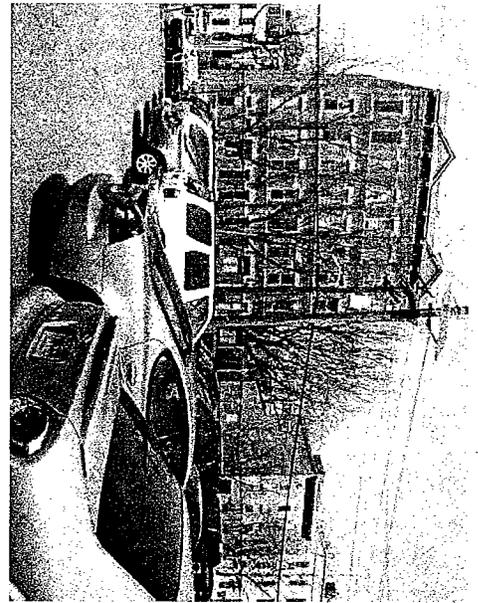
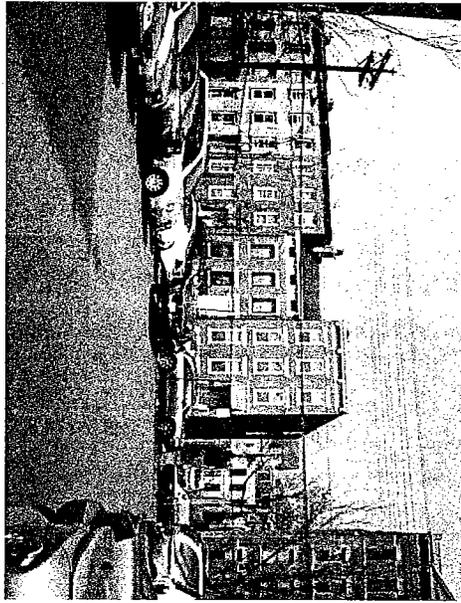
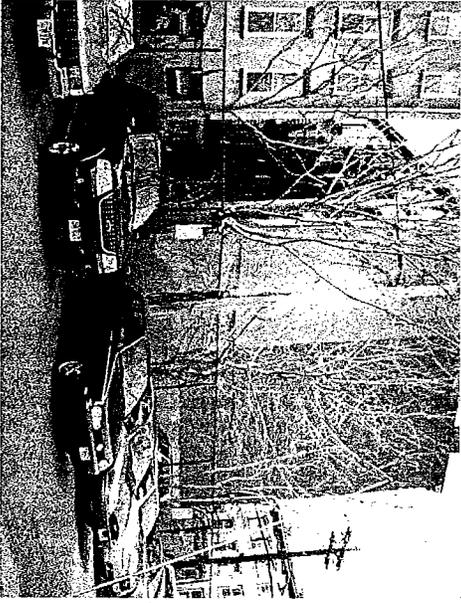


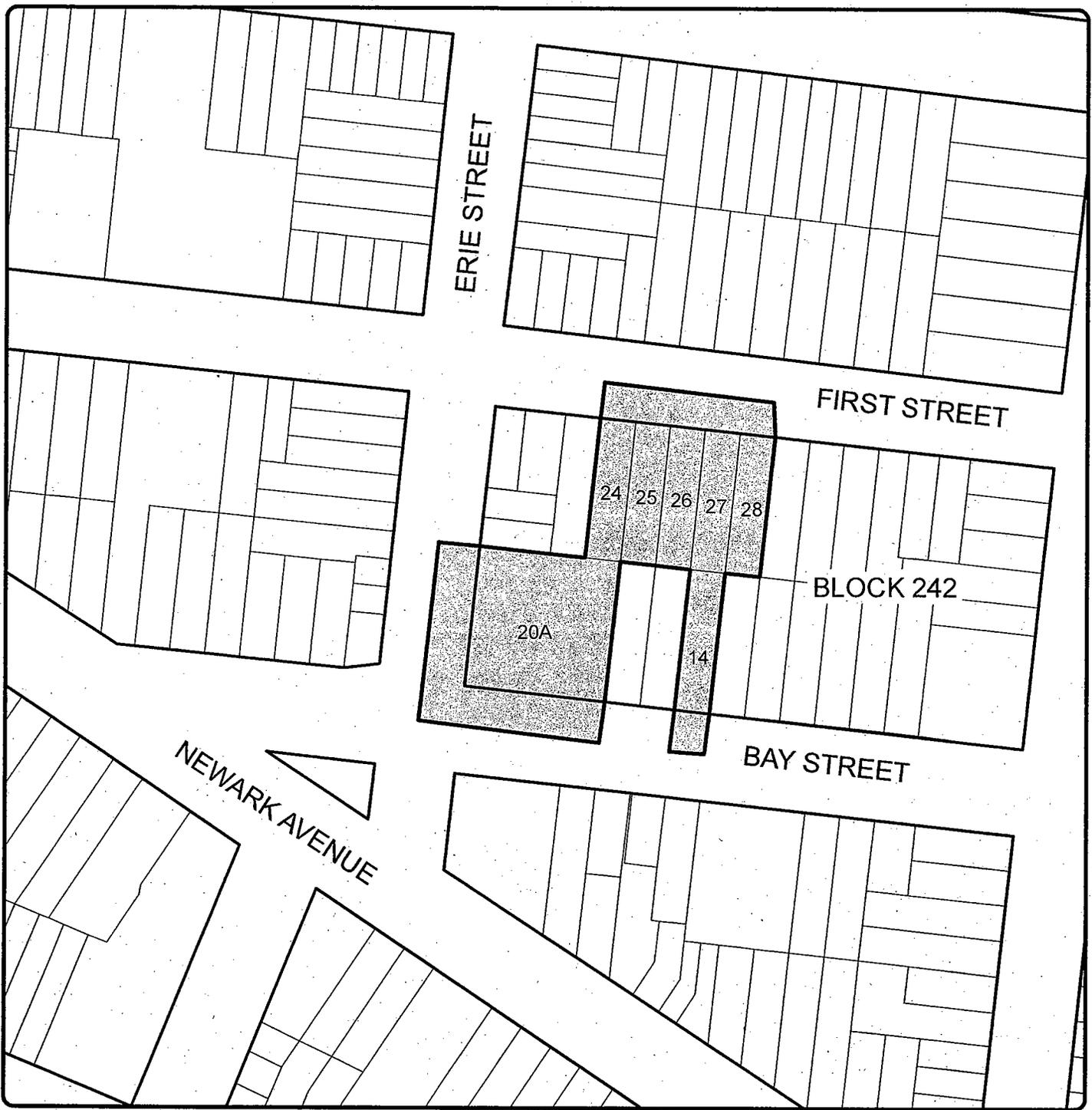








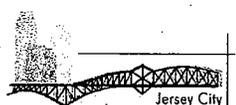


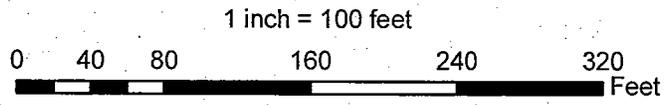


8 ERIE STUDY AREA  
BOUNDARY MAP

MARCH 10, 2011



  
 Jersey City  
**City Planning Division**  
 30 Montgomery Street Suite 1400  
 Jersey City, NJ 07302-3821  
 Phone: 201.547.5010  
 Fax: 201.547.4323



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

City Clerk File No. Res. 11-274

Agenda No. 10.6

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING A SETTLEMENT OF THE MATTER ENTITLED JENNIFER BLOOM vs. JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, THE CITY OF JERSEY CITY, ET AL, CIVIL ACTION NO. 06-3526(WJM)**

**COUNCIL As a Whole, Offered and Moved Adoption of the Following Resolution:**

**WHEREAS**, Jennifer Bloom [Plaintiff] filed a Complaint alleging a violation of certain statutory and constitutional rights by the Jersey City Municipal Utilities Authority, the City of Jersey City, et als, Civil Action No.: 06-3526(WJM); and

**WHEREAS**, the Complaint against the City was stayed while the Jersey City Municipal Utilities Authority [JCMUA] arbitrated the matter pursuant to its employment contract with Ms. Bloom; and

**WHEREAS**, the JCMUA through its insurance carrier settled the claims against it at the conclusion of the arbitration for the sum of Two Hundred Fifty Thousand Dollars (\$250,000); and

**WHEREAS**, thereupon, the claims against the City of Jersey City [City] were scheduled to proceed; and

**WHEREAS**, as a result of extensive negotiations between the parties, Ms. Bloom agreed to settle the claims against the City for the sum of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500); and

**WHEREAS**, the JCMUA has agreed to pay Fifty Thousand (\$50,000) towards settling the City claims; and

**WHEREAS**, it was agreed that Eighty Seven Thousand Five Hundred Dollars (\$87,500) would be paid by the City for damages, including attorney's fees, relating to all claims against the City; and

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

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

1. The Settlement of all claims of Jennifer Bloom against the City of Jersey City, et al, arising from the matter entitled Jennifer Bloom vs. Jersey City Municipal Utilities Authority, the City of Jersey City, et als, Docket No.: 06-3526(WJM), is hereby approved for the sum of \$87,500 (Eighty Seven Thousand Five Hundred Dollars) by the City of Jersey City.

TITLE:

RESOLUTION AUTHORIZING A SETTLEMENT OF THE MATTER ENTITLED JENNIFER BLOOM vs. JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, THE CITY OF JERSEY CITY, ET AL, CIVIL ACTION NO. 06-3526(WJM)

2. The Mayor, the Corporation Counsel or the Business Administrator are authorized to execute the Settlement Agreement and Release and any other documents appropriate or necessary to effectuate the settlement.

3. The Settlement Agreement and Release shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor and the Business Administrator.

JM/he  
4/18/11

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 6-1-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSTAIN			VELAZQUEZ	ABSTAIN		
DONNELLY	✓			FULOP		✓		AHMAD	✓		
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. 11-275

Agenda No. 10.H

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO DIVISION STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO FIFTH STREET BEGINNING 9:00 A.M. MONDAY AUGUST 8, 2011 AND ENDING 5:00 P.M. MONDAY AUGUST 15, 2011 AT THE REQUEST OF HOLY ROSARY CHURCH FOR THE PURPOSE OF THE ANNUAL ITALIAN FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Holy Rosary Church to close Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday August 8, 2011 and ending 5:00 p.m. Monday, August 15, 2011 for the purpose of the annual Italian Festival; and

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

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

**WHEREAS**, the request to close both Sixth Street and Brunswick Street, does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and Section 296-73 (D) because the street closure will be for more than twenty-four contiguous hours, the event will be held on weekdays, the start and end times exceed what is permitted and more than one block at a time will be closed; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday, August 8, 2011 and ending 5:00 p.m. Monday, August 15, 2011.

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature] 4/3/11  
Municipal Engineer

APPROVED: [Signature] 5/3/11 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

JDS:pc1  
(05.2.11)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

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

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

A resolution authorizing the closing of a municipal street(s), Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 Monday, August 8, 2011 and ending 5:00 p.m., Monday, August 15, 2011 at the request of Holy Rosary Church for the purpose of the annual Italian Festival

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Nicholas Grillo on behalf of Holy Rosary Church, 344 Sixth Street, 201.783.3045

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

Authorize the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 9:00 a.m. Monday, August 8, 2011 and ending 5:00 p.m., Monday, August 15, 2011

**4. Reasons (need) for the proposed program, project, ET**

The annual Italian Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

9:00 a.m., Monday, August 8, 2011

**8. Anticipated completion date:**

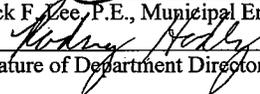
5:00 p.m., Monday, August 15, 2011

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

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

**10. Additional comments:**

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

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer  
  
\_\_\_\_\_  
Signature of Department Director

5/3/11  
\_\_\_\_\_  
Date  
5/3/11  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS: BRUNSWICK ST from SEVENTH ST to FIFTH ST  
SIXTH ST from MONMOUTH ST to DIVISION ST**

**PURPOSE OF EVENT:** annual Italian Festival

**BEGINS: 9AM Monday, August 8 ENDS: 5PM Monday, August 15, 2011**

**APPLICANT:** Nicholas Grillo

**ORGANIZATION:** Holy Rosary Church

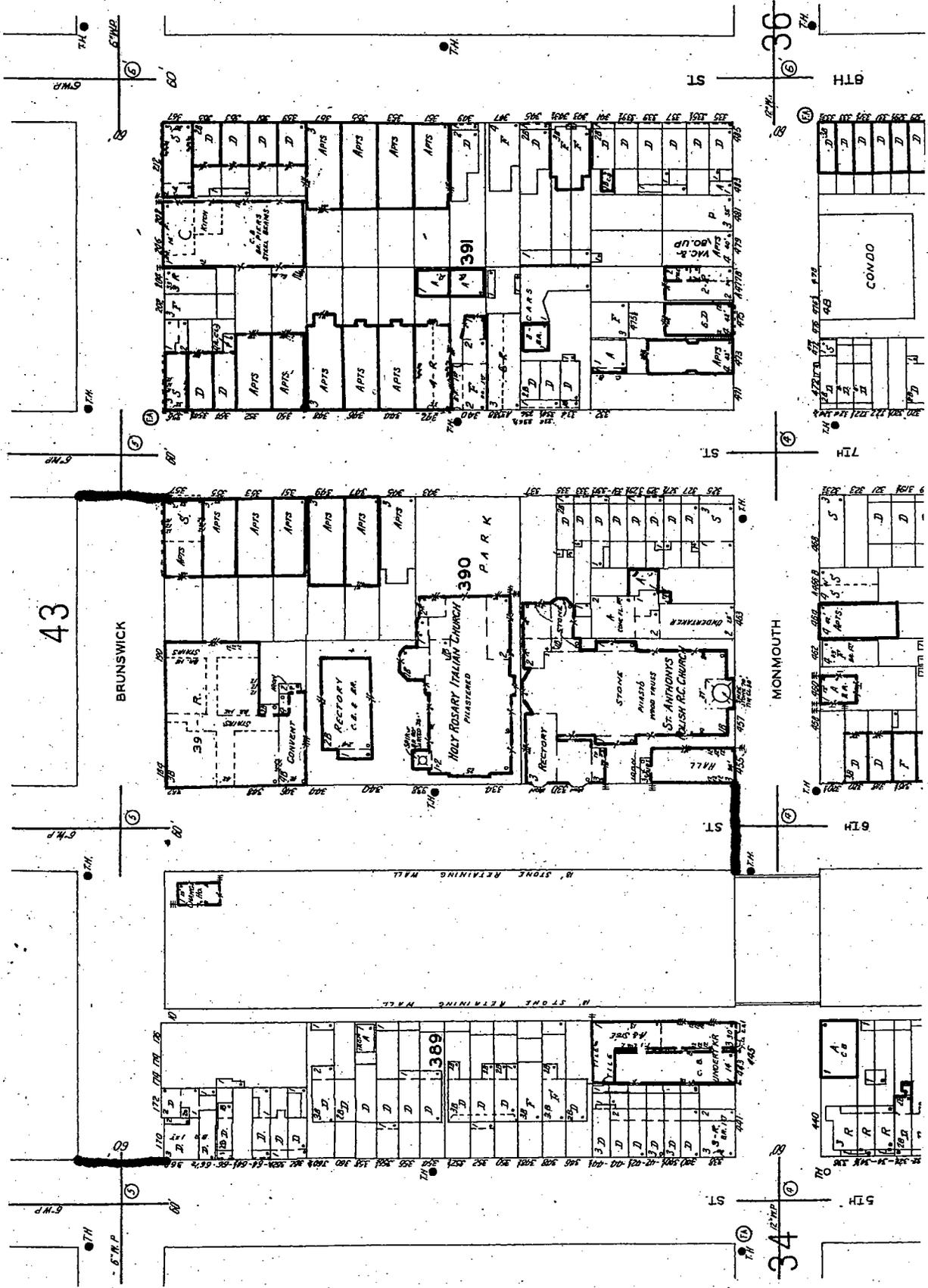
**STREET ADDRESS:** 344 Sixth St

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.783.3045

**BEING WAIVED:** closed more than 24 continuous hours, day of week,  
more than one block at a time closed, nonresident, start time

BLKS. 386, 390, 390 & 391  
URBAN RENEWAL SITE.



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

City Clerk File No. Res. 11-276

Agenda No. 10.1

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), CONGRESS STREET FROM NELSON AVENUE TO KENNEDY BOULEVARD BEGINNING NOON AND ENDING 11:00 P.M., FRIDAY, JULY 22, 2011 THROUGH SUNDAY, JULY 24, 2011 AT THE REQUEST OF ST. ANNE'S CHURCH-FESTIVAL FOR THE PURPOSE OF THE ST. ANNE'S FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from St. Anne's Church-Festival to close Congress Street from Nelson Avenue to Kennedy Boulevard beginning Noon and ending 11:00 p.m., Friday, July 22, 2011 through Sunday, July 24, 2011 for the purpose of the St. Anne's Festival; and

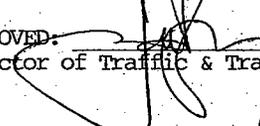
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

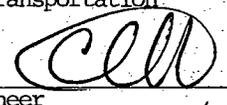
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

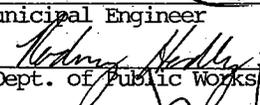
**WHEREAS**, the request to close Congress Street, does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and Section 296.73 (D) because of the days of the week the festival is being held and the end time exceeds what is permitted; and

**WHEREAS**, the closing of the Congress Street from Nelson Avenue to Kennedy Boulevard will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-72 and 296.73 be waived.

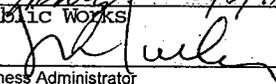
**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Congress Street from Nelson Avenue to Kennedy Boulevard beginning Noon and ending 11:00 p.m. Friday, July 22, 2011 through Sunday, July 24, 2011 for the purpose of the St. Anne' Festival.

APPROVED:   
Director of Traffic & Transportation

APPROVED:  5/3/11  
Municipal Engineer

APPROVED:  5/3/11  
Director, Dept. of Public Works

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

JDS:pcl  
(05.02.11)

Certification Required

Not Required

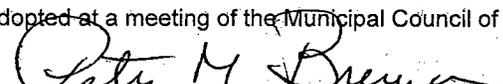
APPROVED 9-0

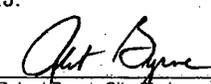
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ 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

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

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

A resolution authorizing the closing of a municipal street(s), Congress Street from Nelson Avenue to Kennedy Boulevard beginning Noon and ending 11:00 p.m., Friday, July 22, 2011 through Sunday, July 24, 2011 at the request of St. Anne's Church-Festival for the purpose of the St. Anne's Festival

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Georgene R. DeBenedetto on behalf of the St. Anne's Church-Festival, 3545 Kennedy Blvd., 201.656.2490

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

Authorize the closing of Congress Street from Nelson Avenue to Kennedy Boulevard beginning Noon and ending 11:00 p.m., Friday, July 22, 2011 through Sunday, July 24, 2011

**4. Reasons (need) for the proposed program, project, et**

St. Anne's Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

Beginning Noon and ending 11:00 p.m., Friday July 22, 2011 through

**8. Anticipated completion date:**

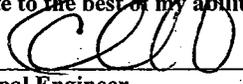
Sunday, July 24, 2011

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

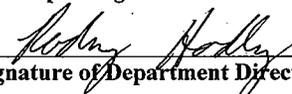
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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

  
\_\_\_\_\_  
Municipal Engineer

5/3/11  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/3/11  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK: CONGRESS ST from KENNEDY BLVD to NELSON AV**

**PURPOSE OF EVENT: St Anne's Festival**

**BEGINS: Noon ENDS: 11PM Friday, July 22 through Sunday, July 24, 2011**

**APPLICANT: Georgene R De Benedetto**

**ORGANIZATION: St Anne's Church - Festival**

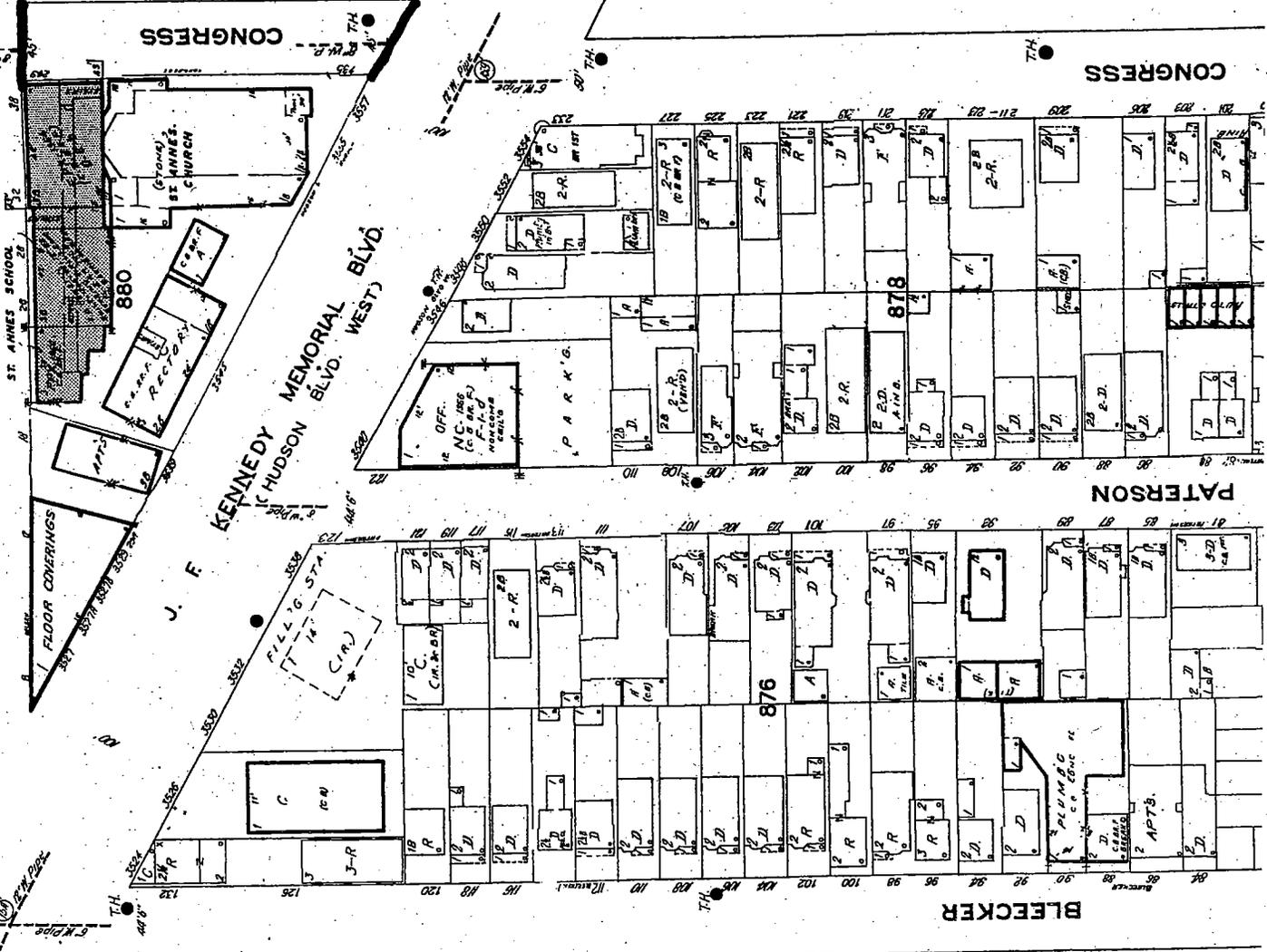
**STREET ADDRESS: 3545 Kennedy Blvd**

**CITY, STATE, ZIP: Jersey City NJ 07307**

**PHONE #: 201.656.2490**

**BEING WAIVED: day of week, end time**

12 NELSON AV.



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

City Clerk File No. Res. 11-277

Agenda No. 10.J

Approved: MAY 11 2011

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY  
NOT NEEDED FOR PUBLIC USE.**



**COUNCIL  
following resolution:**

**offered and moved adoption of the**

**WHEREAS**, the City of Jersey City (hereinafter referred to as the "City") is the Owner of the following properties; and

**WHEREAS**, said properties are not needed for public use; and

**WHEREAS**, the City is authorizing to sell any such properties by public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13 et seq; and,

**WHEREAS**, it is in the best interest of the City that a public auction be held for such properties.

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth and subject to the terms and conditions of a contract of sale to be executed by the parties, at the **Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Wednesday, June 8, 2011 at 10:00 A.M. in the forenoon.**
2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.
3. The sale shall be made subject to:
  - (a) such state of facts which an accurate survey may disclose;
  - (b) easements and restrictions of record, if any;
  - (c) tenancies, leaseholds, and rights of persons in possession;
  - (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
  - (e) riparian rights or claims;
  - (f) Certificate of Occupancy issued by the Division of Building.
4. The properties herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
  - (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
  - (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
  - (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.

R.B.  
5-11

02011072

TITLE: **RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE**

5. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise, such claims are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.
6. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.
7. The purchase price for such properties shall be paid by any of the following methods:
  - (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
  - (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property ten (10%) percent of the minimum bid price by cash, money order, bank check or certified check and ten (10%) of the difference between the purchase price and the minimum price within ten (10) days of the sale date by certified check or money order.
  - (c) If the purchaser fails to pay the additional deposit required within ten (10) days from the sale date, the initial deposit will be automatically forfeited.
  - (d) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
  - (e) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.
8. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
9. Upon conveyance of deed and notice of termination:
  - (a) Upon delivery of deed, the purchaser shall be entitled to receive all rents and profits from the property and shall be liable for and make payment to the City for all real property taxes, water and sewerage charges, or other assessments against said properties;
  - (b) The purchaser may not use the property as a residence either for him/herself, until he or she has **both**
    - (I) repaired, altered or improved the property so that it complies with the Jersey City Property Maintenance Code and Construction Code and any applicable State and Federal Codes; and,
    - (II) obtained either a temporary or permanent Certificate of Occupancy by the City of Jersey City Construction Official.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED  
PROPERTY NOT NEEDED FOR PUBLIC USE.**

10. Upon the date of delivery of deed to the purchaser, risk of loss or damages to the property by fire, storm, burglary, vandalism or other casualty shall be assumed by the purchaser, who shall be completely responsible therefore without any claim against the City. The purchaser shall not be released, by reason of any such loss or damage to the property from any obligation hereunder and shall at his/her own expense properly repair and restore same, without limiting the obligations of the purchaser hereunder, the proceeds of any insurance coverage provided by the purchaser, shall be made available to the purchaser for such repair or restoration. Further, from the date of contract of the sale the purchaser shall release the City from and shall covenant and agree that the City shall not be liable for and shall indemnify and hold the City harmless against any loss or damage to property or injury to or death defect in the property to be conveyed or, arising from any neglect of the City or any construction or rehabilitation performed on the property prior to the date of delivery of deed.
11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.
12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.
13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.
14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.
15. The prices set forth as minimums herein are merely upset prices and do not constitute market value or future assessments.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED  
PROPERTY NOT NEEDED FOR PUBLIC USE.**

16. The purchaser shall not assign or transfer the Contract of Sale, or any interest therein without the prior approval of the Municipal Council of the City of Jersey City, and such approval to assign to transfer shall be deemed to be an approval of a subsequent assignment or transfer. Any assignment or transfer without the approval shall be void and shall constitute a default and breach. No assignment of the Contract of Sale or any interest therein shall be made to any person prohibited from purchasing property from the City pursuant to paragraph 19 of this Resolution and Chapter 9 of the Jersey City Code. In the event of approval of an assignment of a Contract of Sale, the assignee of said contract shall comply with all the conditions of sale required under the terms and conditions of the sale.
17. The City or its duly authorized agents and inspectors shall have the right at all reasonable times to enter upon the property and to examine and inspect the property to determine compliance with the Resolution and the Contract of Sale, or to enforce any remedies in the event of default.
18. The City shall execute a Contract of Sale with any successful bidder upon terms and conditions consistent herewith and upon any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.
19. Additional Conditions of Sale.
  - (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.
  - (b) No person who was the previous owner of the property to be sold shall be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
  - (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
  - (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED  
PROPERTY NOT NEEDED FOR PUBLIC USE.**

- (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
  - (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
  - (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
  - (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
  - (iv) That the actual prospective purchaser is not the owner of any other properties in the City for which there are Violations of the Property Maintenance Code and/or the Uniform Construction Code, which violations have not been corrected at the time of the sale.
  - (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.
- (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
- (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).
- (h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED  
PROPERTY NOT NEEDED FOR PUBLIC USE.**

20. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and the Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a temporary Certificate of Occupancy shall not however, constitute compliance with the conditions of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.

**1 Unit Building – 360 Days ( 12 Months )**

**2-5 Unit Building – 450 Days ( 15 Months )**

**6 or More Units or Special Purpose Building – 540 Days ( 18 Months )**

The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.

21. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 20, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert to and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.
22. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.
23. All offers to bid shall be in increments of no less than one thousand dollars (\$1,000.00).

**SEE RIDER ATTACHED**

TITLE:

## VACANT LAND

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE, UPON THE CONDITION THAT THE PURCHASER SHALL CLEAN AND GRADE THE LOT, REPAIR THE SIDEWALK IF NECESSARY, ERECT A FENCE AROUND THAT PART OF THE PERIMETER OF THE LOT WHICH FRONTS ANY PUBLIC STREET WITH A MINIMUM HEIGHT OF SIX (6) FEET, EXCEPT WHEN ACQUIRED BY AN ADJACENT PROPERTY OWNER IN WHICH CASE, THE HEIGHT SHALL BE THE SAME AS THE FENCING ON THEIR PROPERTY, BUT IN NO CASE LESS THAN THREE (3) FEET IN HEIGHT. ( THESE PROPERTIES ARE NOT SUBJECT TO PARAGRAPH 21 IN THIS RESOLUTION).

BLOCK	LOT(S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
1329	14.A	183 DWIGHT STREET	VACANT LAND	27.58 X 102.10	\$15,000.00
1329	15.A	181 DWIGHT STREET	VACANT LAND	27.58 X 102.10	\$15,000.00
1329	17.A	179.5 DWIGHT STREET	VACANT LAND	27.39 X 102.10	\$15,000.00
1475	51	10 BIDWELL AVENUE	VACANT LAND	25 X 100	\$15,000.00
1476	27	44 ARLINGTON AVENUE	VACANT LAND	25 X 88.19 IRR.	\$ 8,000.00
1924	41	29 ASTOR PLACE	VACANT LAND	25 X 95	\$ 8,000.00
1975	3	465 MARTIN LUTHER KING DR	VACANT LAND	18 X 54 IRR.	\$ 5,000.00
2060	24 a/k/a/ E, 15, 16	717 GRAND STREET	VACANT LAND	84.15 X 52.15 IRR.	\$15,000.00
2081	41 a/k/a 1, 2	652 GRAND STREET	VACANT LAND	51.60 X 71 IRR.	\$15,000.00

City Clerk File No. Res. 11-277

Agenda No. 10.J

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY  
NOT NEEDED FOR PUBLIC USE.**

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

APPROVED AS TO LEGAL FORM

APPROVED: *John Kelly*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
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. 11-278

Agenda No. 10.K

Approved: MAY 11 2011

TITLE:



## RESOLUTION CANCELING THE SALE OF REAL PROPERTY KNOWN AS 25 E. BIDWELL AVENUE, A/K/A BLOCK 1469.3, LOT 12 SOLD AT PUBLIC AUCTION

**COUNCIL**  
following resolution:

**offered and moved adoption of the**

**WHEREAS**, the Municipal Council of the City of Jersey City passed and adopted Resolution 10-704 on October 13, 2010 which authorized the sale of real property known as Lot 12 in Block 1469.3 a/k/a 25 E. Bidwell Avenue ("Property"); and

**WHEREAS**, Garfield Views, LLC c/o John Boyle (Buyer) purchased the Property at public auction on November 4, 2010 for \$20,000; and

**WHEREAS**, the Buyer provided the City with a deposit of \$2,000; and

**WHEREAS**, on January 7, 2011, the Buyer requested an extension of the closing date of January 10, 2011 because a survey of the Property had revealed an encroachment by the adjoining property, title defects and/or easements affecting the Property; and

**WHEREAS**, as a result, the City granted a ninety-day extension from the date of the Buyer's request in order for him to resolve the encroachment and title issues with the adjoining property owner; and

**WHEREAS**, on April 4, 2011, the Buyer indicated that the adjoining property owner claims that since she has been at her residence for over thirty years, she owns the subject Property through adverse possession, therefore, the Buyer is not satisfied that title to the Property is marketable and has requested that the contract of sale be canceled and his deposit monies be refunded.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, the contract of sale for 25 E. Bidwell Avenue is canceled and the contract deposit of \$2,000 shall be refunded to Garfield Views, LLC c/o John Boyle.

IW/cw  
4-28-11

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

Certification Required

Not Required

02011070

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11- 279

Agenda No. 10.1

Approved: MAY 11 2011

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 2, 2011 from 10:00AM-6:00PM 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 2,2011
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: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Corporation Counsel  
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-280

Agenda No. 10.M

Approved:

TITLE:

# WITHDRAWN



## RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO INVENTORY AND CATEGORIZE ALL ARTWORK AND ARTIFACTS CURRENTLY OWNED BY THE JERSEY CITY MUSEUM

### COUNCIL

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

**WHEREAS**, the Jersey City Museum currently holds valuable artwork and artifacts pertaining to contemporary art and the history and arts community in Jersey City and

**WHEREAS**, the Jersey City Museum is currently closing its doors due to financial hardship; and

**WHEREAS**, it is in the best interest of the museum, the public, and the city to make sure that appropriate checks and balances are in place for an accurate inventory of the museum's collection of art and historical artifacts; and

**WHEREAS**, the City of Jersey City has a historical and financial interest in ensuring that the collection is documented and preserved in a professional matter

**WHEREAS**, pursuant to the Faulkner Act, NJSA 40:69A-37.1 and the County and Municipal Investigations Law, N.J.S.A. 2A: 67A-1 et seq., the municipal council of the City of Jersey City sitting as a whole, may create ad hoc committees; and

**WHEREAS**, ad hoc committees are authorized pursuant to N.J.S.A. 40:69A-36.

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

1. Each councilperson is authorized to appoint one representative for the purpose of an ad hoc committee to inventory and document the condition all artwork owned by the Jersey City Museum (herein referred to as "the Museum").
2. Appointees shall be individuals familiar with museum best practices as referenced by ICOM (the International Council on Museums), and have documented experience handling art and artifacts
3. The committee shall be chaired by the Director of Cultural Affairs
4. The committee shall include one representative appointed by the Museum
5. The committee shall consist of the following individuals from the city government

One Councilperson  
The Director of Cultural Affairs  
One member of the municipal law department

City Clerk File No. Res. 11-280

Agenda No. 10.M

TITLE:

- 6. The committee shall be provided a copy of the most recent full collection inventory conducted by the Museum, as well as access to any and all inventory software, historical inventories, and registry books
- 7. The committee shall account for all pieces listed in the Museum's most recent full collection inventory or database, as well as any other works of art present at the Museum not accounted for in said inventory, according to accepted professional standards. Such documentation should include, at minimum, a full identification and description of each item, its condition, treatment and present location.
- 8. The committee shall note any works of art in need of stabilization and/or conservation and notify the Administration & City Council in the event emergency intervention is deemed necessary to the object's survival
- 9. The committee should present its inventory and condition reports to the Administration & City Council no later than August 1st 2011

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				AHMAD			
DONNELLY				FULOP				VELAZQUEZ			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the M...

**WITHDRAWN**

J.

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

City Clerk File No. Res. 11-281

Agenda No. 10-N

Approved: MAY 11 2011



**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 et seq., PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY PUBLIC WORKS FACILITY**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services performed by a municipality; and

**WHEREAS**, the Board of Education of the School District of Jersey City (School District) desires to fuel its motor vehicles at the City of Jersey City (City) Public Works Facility; and

**WHEREAS**, the School District agrees to pay the City's cost to purchase fuel plus 5% of cost as an administrative fee; and

**WHEREAS**, the City and the School District desire to enter into a Shared Services Agreement that will permit the School District to fuel its motor vehicles at the City's Public Works Facility; and

**WHEREAS**, the term of the Shared Services Agreement shall be three (3) years effective July 1, 2011.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the Board of Education of the School District of Jersey City relating to the fueling of its motor vehicles at the City's Public Works Facility subject to the following minimum terms and conditions:
  - a. The term of the Agreement shall be three (3) years effective as of July 1, 2011 and ending on June 30, 2014.
  - b. The School District agrees to reimburse the City for the fuel dispensed to its vehicles at the cost to the City plus 5% of cost as an administrative fee;
2. The Shared Services Agreement shall be in substantially in the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and
3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RR/cw  
05/03/11

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

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

02011071

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

**SHARED SERVICES AGREEMENT TO OBTAIN FUEL AT THE  
DEPARTMENT OF PUBLIC WORKS FACILITY**

This Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF JERSEY CITY (CITY), a Municipal Corporation of the State of New Jersey, having offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY (School District), an agency of the State of New Jersey, with offices at 346 Claremont Avenue, Jersey City, NJ.

WITNESSETH:

WHEREAS, the City and School District desire to enter into this Agreement wherein the City will permit School District to fuel its motor vehicles at the City's Department of Public Works Facility; and

WHEREAS, School District will reimburse the City for the cost of the fuel it obtains at the Public Works Facility;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for the City to permit the School District to obtain gasoline and diesel fuel for its vehicles at the City's Public Works facility located at Route 440, Jersey City.

ARTICLE II

Contract Term

This Agreement is effective as of July 1, 2011 and shall expire three (3) years later on June 30, 2014.

ARTICLE III

Terms and Conditions

1. Gas or diesel fuel may be obtained at any time, excepting that the drivers or passengers of School District vehicles may not pump their own gas. If the City's pumps are unattended, School District vehicle must wait for the City attendant.

2. If the City determines to eliminate gasoline and diesel fuel pumps from its Public Works Facility, the City may terminate this Agreement in accordance with the provisions of Article V.

3. All School District vehicles obtaining fuel at the City's Public Works Facility shall have automobile liability coverage in an amount to be determined by the City's Risk Manager.

4. School District shall have Workmen's Compensation insurance coverage for all operators of vehicles obtaining fuel at the Public Works Facility.

ARTICLE IV  
Compensation and Payment

1. Reimbursement will be made to the City at the actual cost to the City for the fuel (gasoline and diesel), plus a 5% of cost administration fee. The payments shall be paid on a quarterly basis. Payments shall be due on the first day of the month following the end of a calendar quarter.

ARTICLE V  
Termination

The City may terminate this Agreement at its convenience by providing 30 days' prior written notice of its intent to terminate by certified mail, return receipt requested.

ARTICLE VI  
Assignment

Neither party to this Agreement shall make an assignment or transfer this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE VII  
Amendments

The parties hereto reserve the right subject to mutual assent to amend the terms and conditions as herein contained, is as necessary and is evidenced by a written formally executed addendum to the Agreement.

ARTICLE VIII  
Entire Agreement

This Agreement constitutes the entire agreement between the City and School District. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX  
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE X  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

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

School District Business Administrator  
346 Claremont Avenue  
Jersey City, NJ 07305

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

STATE OPERATED SCHOOL  
DISTRICT OF JERSEY CITY

By:

By:

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

\_\_\_\_\_  
Dr. Charles T. Epps, Jr.  
State District Superintendent

Witness:

Witness:

By:

By:

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

\_\_\_\_\_

RR  
5-3-11

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

City Clerk File No. Res. 11-282  
 Agenda No. 10.0  
 Approved: MAY 11 2011  
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO  
 THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING A  
 LOAN TO LIBERTY HOUSE, LLC

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

**WHEREAS**, the City of Jersey City and the Economic Development Corporation (JCEDC) have prepared a proposal for submission to the New Jersey Urban Enterprise Zone Authority for funding the Liberty House, LLC, Loan; and

**WHEREAS**, said proposal and requested funds are to be expended within the designated enterprise zone in the City of Jersey City, for the following project, a copy of the project description is attached to be administered by the JCEDC:

<u>Project</u>	<u>Amount Requested</u>
Liberty House, LLC Loan	\$250,000.00

**WHEREAS**, pursuant to NJSA 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said application for funding to the New Jersey Enterprise Zone Authority to evaluate and approve the proposed project to be funded from monies deposited in the Enterprise Zone Assistance Fund credited to the account of the Urban Enterprise Zone Authority, said account maintained by the State Treasurer for the Enterprise Zone.

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

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

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD		ABSTAIN	
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

Date Submitted to B.A. \_\_\_\_\_

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING A LOAN TO LIBERTY HOUSE, LLC

**2. Name and Title of Person Initiating the Resolution**

Roberta Farber, Urban Enterprise Zone Director  
201-333-7797

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

This project will be for a loan to Liberty House, LLC for \$250,000.

**4. Reasons for the Proposed Program, Project**

To provide financing for construction and a new kiosk "Liberty Franks" at the Liberty House Restaurant located in Liberty State Park.

**5. Anticipated Benefits to the Community:**

Nine new jobs will be created with the addition of the "Liberty Franks" kiosk.

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

\$ 250,000.00

**7. Date proposed Program of Project will commence:**

July 1, 2011

**8. Anticipated Completion Date:**

June 30, 2012

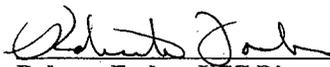
**Person Responsible for Coordinating Proposed Program, Project, etc.;**

Cliff Adams, Chief Financial Officer, Jersey City Economic Development Corporation

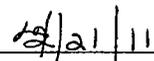
**Additional Comments:**

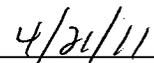
None

**I certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Roberta Farber, UEZ Director

  
\_\_\_\_\_  
HEDC Department Director

  
\_\_\_\_\_  
Date 4/21/11

  
\_\_\_\_\_  
Date 4/21/11

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

**STANDARD GRANT COVER SHEET**

2011-08012-0926

1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Jersey City 2011			
2. Name of Applicant Agency Jersey City			
3. Street Address 280 Grove Street			
City Jersey City	State New Jersey	Zip Code 07302-3610	County Hudson
4. Official Contact Person Ms. Donna Mauer		Title Chief Financial Officer	Phone number (201) 547-5042
5. Program Contact Person Ms. Roberta Farber		Title UEZ Director	Phone Number (201) 333-7797
6. Proposed Project/Grant Title Liberty House, LLC Loan			
Program Type Projects : Revolving Loan Program: Liberty House, LLC Loan			
7. Total Cost of the Project \$1,713,886	8. Requested Amount \$250,000	9. Funds from Other Sources \$1,463,886	
10. Project Location (if Different from Applicant Agency) Jersey City			
Street Address 30 Montgomery Street, Suite 820			
City Jersey City	State New Jersey	Zip 07302-3859	Room Number
11. Vendor Number V-226002013-99	12. Employer ID 69-0220260	13. Tax Exempt ID	
14. Area(s) Benefiting:			
15. Briefly describe the project for which you are seeking funds. to loan \$250,000 to Liberty House, LLC for gap financing.			

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes  No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program?  Yes  No

If yes, please describe:

17. Fiscal Contact Person

Mr. Clifford J. Adams

Title

JCEDC - Chief Financial

Phone Number

(201) 333-7797

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

## OBJECTIVES

Objective Number: 1

Short Description: Liberty House, LLC Loan

Detailed Description
To provide \$250,000.00 in gap financing to Liberty House, LLC.

Methods
To provide financing for construction and a new kiosk at the Liberty House restaurant located in Liberty State Park, Jersey City.

Evaluation
9 jobs will be created with the addition of the Liberty Franks kiosk attached to the Liberty House restaurant.

Application Program Component: \_\_\_\_\_

## Scope of Services

Liberty House, LLC a restaurant and catering facility located at 74 Audrey Zapp Road within Liberty State Park and Jersey City's UEZ is requesting a loan of \$250,000.00 for the renovation of the existing facility and for a "Kiosk" Liberty Franks. The overall project is \$1.7 million. Liberty House, LLC is pending UEZ certification.

The construction to the Liberty House total cost is \$1,334,099.00. \$334,099.00 in borrower capital and \$1,000,000.00 from Sun National Bank.

The Kiosk construction costs will be \$129,787.41 in borrower capital and \$250,000.00 is the request from the UEZ.

The Kiosk will house "Liberty Franks" and will serve hot dogs, hamburgers, shakes, beer, etc. There will be outdoor seating in a newly landscaped area east of the kiosk facing the Hudson River. At least 9 new full time jobs will be created by the addition of the kiosk. The Kiosk will be open seasonally however, in the winter months the employees will continue to be employed by the Liberty House within the main facility. The target market includes visitors to Liberty State Park and patrons of the Statue of Liberty Ferry but an emphasis will be made to attract families from the surrounding Jersey City neighborhoods.

A very successful restaurant and catering facility, Liberty House's net income as reported by the IRS form 1065 U.S. Return of Partnership Income was \$1,157,439.00, \$877,150.00 and \$930,843.00 for the years 2007, 2008 and 2009. Net income taken from the books of Liberty House, LLC for the period 12/14/09 through 12/12/2010 was \$1,335,557.00 before depreciation charges that averaged \$147,000.00 for 2008 and 2009. Gross sales for 2010 were over 18% higher than 2009.

Liberty House, LLC is 99% owned by Cyclone, LP and 1% by Jeanne Cretella. Cyclone LP is 51% owned by Jeanne Cretella and 49% by Frank Cretella. Cyclone is the vehicle through which the Cretellas operate their restaurant/ catering businesses and various real estate holdings. The Cretella's personal financial statement indicates that their investment in Landmark Developers, LLC is over 45% of their net worth. Landmark Developers is not a part of this loan proposal nor does it affect the underwriting analysis for this loan proposal. The Cretella will be personally liable for this loan along with Liberty House, LLC.





Urban Enterprise Zone - Jersey City 2011

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Project Name: Liberty House, LLC Loan

Meeting Date: 6/8/2011

Estimated start date: 7/1/2011

Estimated completion date: 6/30/2012

Explain how this Project/Program fits into your Zone Development Plan, Municipality's Master Plan, and/or Redevelopment Plan. If it does not fit into these Plans, explain why.

Yes, this fits the Jersey City Five Year Strategic Plan as it will enhance Jersey City's business climate, and new jobs and supports the tourism industry in Jersey City.

Urban Enterprise Zone - Jersey City 2011

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Clearly identify how the use of ZAFs will promote private sector jobs and improve the economic climate of the zone's municipality.

Nine new jobs will be created for Jersey City if these loan funds are granted.

Urban Enterprise Zone - Jersey City 2011  
PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE)

Identify recipients of UEZ funding for this project.

Liberty House, LLC

Are there any hidden commissions or fees associated with this project?

Yes  No  N/A

Is this project available to all UEZ businesses within your zone?

Yes  No  N/A

Is the approval of this project contingent upon the availability of funds and is it exclusively within the boundaries of the zone? (If you answer no, the municipality will be required to contribute a proportionate amount of funding.)

Yes  No  N/A

Will prevailing wage be paid on this project?

Yes  No  N/A

Will future funding be requested?

Yes  No  N/A

Will Second Generation funds be used for this project?

Yes  No  N/A

Select the statement below that most accurately reflects Zone's First and Second Generation funding of this application.

- A. Zone has sufficient First Generation funds to cover cost of project.
- B. Zone only has sufficient First and Second Generation funds to partially cover the cost of this project and hereby makes application to the New Jersey Urban Enterprise Zone program for release of funds from the specially designated central account.
- C. Zone's First and Second Generation Funding has been exhausted, and hereby makes application to the New Jersey Urban Enterprise Zone program for release of funds from the specially designated central account.

**AGENCY BACKGROUND**

1a. Did the prior phase create jobs?

Yes  No  N/A

1b. If yes, how many jobs were created?

1c. If yes, how many jobs have been retained?

1d. What is the square mileage of your zone's boundary?

Urban Enterprise Zone - Jersey City 2011  
UEZ CERTIFIED

Business Name: Liberty House, LLC

Is this business UEZ certified?  Yes  No  N/A

Provide the business's UEZ file Number 29476

Is this business cleared of any tax obligations?  Yes  No

Urban Enterprise Zone - Jersey City 2011  
ATTACHMENTS (GRANT PROGRAM, REVOLVING LOAN PROGRAM)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone board resolution (if applicable)

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

3. Recent Appraisal(s) for Acquisition (for acquisition only)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2011  
ATTACHMENTS (GRANT PROGRAM, REVOLVING LOAN PROGRAM)

4a. Specifications or quotes (If applicable)b

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

4b. Pictures and maps (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

5. Copy of UZ-5-SB-A application

I will...

- Upload this attachment x
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2011  
ATTACHMENTS (GRANT PROGRAM, REVOLVING LOAN PROGRAM)

6. Commitment Letter(s)

I will...

- Upload this attachment <sup>x</sup>
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

x

7. Copy of 08-01 certification(s)

I will...

- Upload this attachment <sup>x</sup>
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

8. Copy of 08-02 certification(s) (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2011  
ATTACHMENTS (GRANT PROGRAM, REVOLVING LOAN PROGRAM)

9. Copy of Proforma (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

10. Copy of the Zone's most recent second generation account statement.

Urban Enterprise Zone - Jersey City 2011  
 OTHER SOURCES OF FUNDING RELATED TO THIS APPLICATION

Source	Amount	Code
Sun National Bank	\$1,000,000.00	(TP)
Borrower Capital (Cretella)	\$463,886.41	

Total Funds From Other Sources Related To This Application Only

1463886.41

Urban Enterprise Zone - Jersey City 2011

CERTIFICATION SHEETS

	<i>If your Agency type is not required to answer any of the questions below, click the N/A radio button.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
1.	I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	I certify that our organization's Certification of Central Contractor Registration (CCR) is valid and current.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	If no, please explain:			
	<b>Non-government Agencies only—</b>			
6.	If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**Attachments**

<i>Click <u>Application Manager</u> in the green box in the upper left of the <u>Application Menu</u> for the correct address for this Program.</i>		
<b>Certification Regarding Debarment and Suspension - Schedule G</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable
<b>Certification Regarding Lobbying - Schedule H</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable
<b>Resolution - Schedule I</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable
<b>IRS Determination Letter (New Applicants, Non-profit, Non-government only)</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable
<b>Organizational Chart (Non-government only)</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable
<b>Application Cover Page</b>		
<input type="checkbox"/> I am mailing this attachment	<input type="checkbox"/> I am hand delivering this attachment	<input checked="" type="checkbox"/> Not applicable

**Amortization Schedule - The Liberty House, LLC**

principal	250,000.00			payment	principal	interest	balance
term	60						250,000.00
interest rate	3.25%	for 36 months	1	\$4,520.00	\$3,842.92	677.08	246,157.08
payment	(\$4,520.00)		2	\$4,520.00	\$3,853.33	666.68	242,303.76
			3	\$4,520.00	\$3,863.76	656.24	238,440.00
interest rate	5.25%	for month 37 - 60	4	\$4,520.00	\$3,874.23	645.77	234,565.77
payment	(\$4,613.52)		5	\$4,520.00	\$3,884.72	635.28	230,681.05
			6	\$4,520.00	\$3,895.24	624.76	226,785.81
prime rate estimated to be	5.25 \$	after 3 years	7	\$4,520.00	\$3,905.79	614.21	222,880.02
			8	\$4,520.00	\$3,916.37	603.63	218,963.66
			9	\$4,520.00	\$3,926.97	593.03	215,036.68
			10	\$4,520.00	\$3,937.61	582.39	211,099.07
			11	\$4,520.00	\$3,948.27	571.73	207,150.80
			12	\$4,520.00	\$3,958.97	561.03	203,191.83
			13	\$4,520.00	\$3,969.69	550.31	199,222.14
			14	\$4,520.00	\$3,980.44	539.56	195,241.70
			15	\$4,520.00	\$3,991.22	528.78	191,250.48
			16	\$4,520.00	\$4,002.03	517.97	187,248.45
			17	\$4,520.00	\$4,012.87	507.13	183,235.58
			18	\$4,520.00	\$4,023.74	496.26	179,211.84
			19	\$4,520.00	\$4,034.64	485.37	175,177.21
			20	\$4,520.00	\$4,045.56	474.44	171,131.65
			21	\$4,520.00	\$4,056.52	463.48	167,075.13
			22	\$4,520.00	\$4,067.51	452.50	163,007.62
			23	\$4,520.00	\$4,078.52	441.48	158,929.10
			24	\$4,520.00	\$4,089.57	430.43	154,839.53
			25	\$4,520.00	\$4,100.64	419.36	150,738.89
			26	\$4,520.00	\$4,111.75	408.25	146,627.14
			27	\$4,520.00	\$4,122.89	397.12	142,504.25
			28	\$4,520.00	\$4,134.05	385.95	138,370.20
			29	\$4,520.00	\$4,145.25	374.75	134,224.95
			30	\$4,520.00	\$4,156.47	363.53	130,068.48
			31	\$4,520.00	\$4,167.73	352.27	125,900.75
			32	\$4,520.00	\$4,179.02	340.98	121,721.73
			33	\$4,520.00	\$4,190.34	329.66	117,531.39
			34	\$4,520.00	\$4,201.69	318.31	113,329.71
			35	\$4,520.00	\$4,213.07	306.93	109,116.64
			36	\$4,520.00	\$4,224.48	295.52	104,892.16
			37	\$4,613.52	\$4,154.61	458.90	100,737.55
			38	\$4,613.52	\$4,172.79	440.73	96,564.76
			39	\$4,613.52	\$4,191.05	422.47	92,373.71
			40	\$4,613.52	\$4,209.38	404.13	88,164.33
			41	\$4,613.52	\$4,227.80	385.72	83,936.53
			42	\$4,613.52	\$4,246.30	367.22	79,690.23
			43	\$4,613.52	\$4,264.87	348.64	75,425.36
			44	\$4,613.52	\$4,283.53	329.99	71,141.83
			45	\$4,613.52	\$4,302.27	311.25	66,839.56
			46	\$4,613.52	\$4,321.09	292.42	62,518.46
			47	\$4,613.52	\$4,340.00	273.52	58,178.46
			48	\$4,613.52	\$4,358.99	254.53	53,819.48
			49	\$4,613.52	\$4,378.06	235.46	49,441.42
			50	\$4,613.52	\$4,397.21	216.31	45,044.21
			51	\$4,613.52	\$4,416.45	197.07	40,627.76
			52	\$4,613.52	\$4,435.77	177.75	36,191.99
			53	\$4,613.52	\$4,455.18	158.34	31,736.81
			54	\$4,613.52	\$4,474.67	138.85	27,262.14
			55	\$4,613.52	\$4,494.25	119.27	22,767.89
			56	\$4,613.52	\$4,513.91	99.61	18,253.99
			57	\$4,613.52	\$4,533.66	79.86	13,720.33
			58	\$4,613.52	\$4,553.49	60.03	9,166.84
			59	\$4,613.52	\$4,573.41	40.10	4,593.42
			60	\$4,613.52	\$4,593.42	20.10	0.00



# JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (JCEDC)

30 Montgomery Street, Suite 820, Jersey City, New Jersey 07302 • T: 201.333.7797 • F: 201.333.9323

April 7, 2011

Frank & Jeanne Cretella  
Liberty House, LLC  
675 Garfield Ave.  
Jersey City, NJ 07305

Re: \$250,000 UEZ Gap Financing Request

Dear Mr. & Mrs. Cretella:

I am pleased to inform you that the Jersey City Economic Development Corporation Board of Trustees has ratified the action of the executive committee approving your request for \$250,000 UEZ gap financing in connection with renovations and improvements currently ongoing at The Liberty House. This loan approval contains the following terms and conditions:

Amount:	\$250,000
Loan Term:	60 months
Interest Rate:	Prime rate (as reported in the Wall Street Journal) at closing fixed for 36 months; then to be reset to the current prime rate for the balance of the loan term
Collateral:	UCC collateral agreement covering all business assets of Liberty House, LLC.
Funding Source:	UEZ Funds
Conditions:	This commitment is conditioned upon The Liberty House being certified as a qualified Urban Enterprise Zone business and shall maintain that certification for the entire loan term. It is additionally conditioned upon the UEZ Authority approving the use of UEZ funds for this loan

Frank and Jeanne Cretella shall guarantee the obligation as set forth above

Conditions: The Liberty House will supply financial information requested by Jersey City Economic Development from time to time within 30 days of such request

Jersey City Economic Development Corporation will be added as additional insured as a lender under the loss payable clause covering all business assets collateralized under this loan.

Closing can be scheduled after the above conditions are met.

If these terms are acceptable please signed where indicated below and return to me at your convenience.

Sincerely,



Clifford J. Adams  
Chief Financial Officer

The above terms are agreed to and accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_  
The Liberty House, LLC

\_\_\_\_\_ Date: \_\_\_\_\_  
Frank Cretella

\_\_\_\_\_ Date: \_\_\_\_\_  
Jeanne Cretella

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

City Clerk File No. Res. 11-283  
 Agenda No. 10.P  
 Approved: MAY 11 2011  
 TITLE: \_\_\_\_\_



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR THE MODIFICATION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

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

**WHEREAS**, the City of Jersey City and the Economic Development Corporation (JCEDC) have prepared a modification to the Urban Enterprise Zone boundaries for submission to the Urban Enterprise Zone Authority; and

**WHEREAS**, said map (attached) shall be used to determine the boundaries of the Urban Enterprise Zone in the City of Jersey City; and

**WHEREAS**, there are areas not within in the Urban Enterprise Zone boundary; and

**WHEREAS**, the Jersey City Economic Development Corporation Urban Enterprise Zone Program seeks to include those areas within the Urban Enterprise Zone Boundary Map.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby Authorizes and directs submission of said Urban Enterprise Zone boundary modifications to the New Jersey Enterprise Zone Authority to serve as the zone development plan for the City of Jersey pursuant to NJSA 52:27H.

APPROVED: Carl Gagliardi  
 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 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

Date Submitted to B.A. \_\_\_\_\_

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR THE MODIFICATION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

**2. Name and Title of Person Initiating the Resolution**

Roberta Farber, Urban Enterprise Zone Director  
201-333-7797

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

This is for the modification of the Urban Enterprise Zone Boundary Map which had last been amended in January 2004.

**4. Reasons for the Proposed Program, Project**

Jersey City is allowed to make zone boundary modifications every five (5) years.

**5. Anticipated Benefits to the Community:**

The changes to the map will allow businesses not within the current UEZ to apply and receive the benefits of the Urban Enterprise Zone Program.

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

There are no costs to this project.

**7. Date proposed Program or Project will commence:**

July 1, 2011

**8. Anticipated Completion Date:**

N/A

**Person Responsible for Coordinating Proposed Program, Project, etc.;**

Roberta Farber, Urban Enterprise Zone Director

**Additional Comments:**

None

**I certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Roberta Farber, UEZ Director

  
\_\_\_\_\_  
HEDC Department Director

4/25/11  
\_\_\_\_\_  
Date

4/26/11  
\_\_\_\_\_  
Date



# APPLICATION FOR ZONE BOUNDARY CHANGE

DATE OF APPLICATION: May 4, 2011

EXPANSION

CHANGE WITHOUT EXPANSION

**STREET INDEX WITH  
LOT/BLOCK FOR EXTENSION  
MUST ACCOMPANY  
APPLICATION**

UEZ MUNICIPALITY: Jersey City
MAYOR: Jerramiah T. Healy
LEGISLATIVE DISTRICT: 31 & 33

CURRENT BOUNDARIES	PROPOSED BOUNDARIES
--------------------	---------------------

**12A:121-1.3 (a) 1. GEOGRAPHIC AREA OF ZONE**  
 DATE CURRENT BOUNDARIES APPROVED:  
 AREA OF ZONE IN ACRES ( )  
 IMPACT OF PROPOSED CHANGE IN ACRES ( )  
 and net CHANGE AFTER PROPOSED CHANGE

January 2004	
4163	4010
	-153
	-1%

**12A:121-1.3 (a) 2. DEMOGRAPHICS OF ZONE**  
 i. UNEMPLOYMENT RATE:  
 ii. # PERSONS BELOW POVERTY LEVEL  
 iii. # PERSONS RECEIVING PUBLIC ASSISTANCE

10.4%	10.4%
46,900	
11,354	

**12A:121-1.4 (a) HOW WILL CHANGE RELIEVE THE FOLLOWING: (attach Narrative Analyses)**

ECONOMIC DISTRESS  
 HIGH UNEMPLOYMENT  
 LOW INVESTMENT OF CAPITAL  
 BLIGHTED CONDITIONS  
 OBSOLETE/ABANDONED INDUSTRIAL/COMMERCIAL  
 STRUCTURES  
 DETERIORATING TAX BASE

	Yes

**12A:121-1.4 (b) RATIONALE FOR BOUNDARY CHANGE, INCLUDING WHY NOT INCLUDED PREVIOUSLY**

	Yes
--	-----

**12A:121-1.4 (c) RESOLUTION OF MUNICIPAL GOVERNING BODY SUPPORTING REQUEST**

	Yes
--	-----

**\*IN ADDITION TO MUNICIPAL RESOLUTION:  
 HAVE PUBLIC HEARINGS BEEN HELD?  
 SUMMARIZE PUBLIC COMMENTS RECEIVED (attach)**

	No

**12a:121-1.5 TIME FOR ZONE BOUNDARY REVISIONS**  
 (a) DATE OF ZONE DESIGNATION  
 (b) DATE OF LAST APPROVED BOUNDARY REVISION  
 IS THIS PROPOSAL AT LEAST 5 YEARS LATER THAN  
 LATER OF (a) AND (b)?

August 30, 1985	
January 2004	
	Yes

**ARE REDEVELOPMENT AREAS IMPACTED [Y/N]:  
 LIST WHICH AREAS AND TO WHAT EXTENT:**

	Yes
	Yes

**IF DISAPPROVED, WHAT IS THE IMPACT ON ZONE:**

	Yes
--	-----

SIGNED BY UEZ COORDINATOR: \_\_\_\_\_ (Date) \_\_\_\_\_



**URBAN ENTERPRISE ZONE BOUNDARY REVISION APPLICATION CHECKLIST**

MUNICIPALITY: Jersey City

PROPOSAL: Jersey City UEZ Boundary Modification

DATE APPLICATION RECEIVED: May 5,2011 DATE OF UEZ MEETING: June 8,2011

Distress Criteria	Original Application	Existing Zone	Proposed Expanded Zone
Incidence of Poverty	21.2%	16.8%	TBD
Unemployment Rate	9.7%	10.4%	TBD
Incidence of persons receiving public assistance	12,065	11,354	TBD

Large readable Map included in application (with copies for Authority Members.) with Street Index

Fully executed resolution from the municipality

Total Existing Zone as % of Municipality

Percentage of Expansion (cannot exceed 10%)

Total New Zone as % of Municipality

Request explains how the Zone revision will relieve economic distress characterized by:

- High Unemployment
- Low investment of new capital
- Blighted conditions
- Obsolete or abandoned industrial or commercial structures
- A deteriorating tax base

Request sets forth the need for the revision and the reason why the area to be added was not included in the previous request.

Date of last previous approval for Zone Expansion.

Reviewed by Local Coordinator & Date	Reviewed by UEZ Staff & Date
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	
05/4/11	

Written approval by Deputy Attorney General. \_\_\_\_\_

Proposed boundary revision reviewed by UEZ staff.

(Signed)

(Title)

(Date)



State of New Jersey  
NEW JERSEY COMMERCE COMMISSION

expansion checklist

City of Jersey City  
Request for Modification of Urban Enterprise Zone Boundaries

**Introduction**

The City of Jersey City is requesting consideration for a possible zone modification of the Jersey City Urban Enterprise Zone boundaries to include areas of commercial/industrial activity that were not included with the City's UEZ.

Since Jersey City's last expansion the areas earmarked for this modification have/will become significant contributors to the city's commercial economy.

**Current Zone Modification**

The majority of the areas being proposed for this modification historically are small business enclaves which historically service their surrounding residential communities. In order to help these small businesses compete and maintain a presence, Jersey City will offer these businesses the opportunity to play on a level playing field with other businesses within the city in an ever growing city economy. Other areas to be added include vacant or underutilized properties located on the west side of Jersey City away from the "Gold Coast". There will be no businesses decertified from the program.

Certain areas of the City are to be removed from the UEZ area by the proposed boundary modification. The areas to be removed primarily fall into two categories:

Area that had been vacant and underutilized which have now been redeveloped for primarily residential uses and undevelopable vacant land that primarily falls within the public domain such as: land beneath the New Jersey Turnpike, public parks, and private property that has been sold for a public purpose and roadways.

As a result of the proposed boundary changes, the Jersey City Urban Enterprise Zone will lose 153 acres for a 1% reduction in the zone; therefore, the zone will be at 36%.

The changes to these communities will allow these areas to maintain their existing small businesses as well as attract new commercial investment, which will translate into additional jobs for local residents. It will also allow for the growth in industrial properties that will add jobs for Jersey City residents.

The overall goal for this modification is:

- Create and/or increase employment
- Ensure the Retention/expansion/creation of business
- Promote New Capital Investment
- Promote area marketability
- Reclaim vacant property and new ratables

If the UEZ boundaries are not modified there will be a loss of Goya Food Corporation and the project on Pier 2 may not move forward.

12A;121-1.4(a) each application for a zone boundary revision shall include an analysis of how the proposed zone revision will relieve:

- Economic Distress
- High Unemployment
- Low investment of Capital
- Blighted Conditions
- Obsolete or Abandoned Industrial/Commercial Structure
- Deteriorating tax base

The proposed zone modification meets the criteria of distressed areas. These areas were not considered at the time the city originally applied for UEZ designation because large commercial and industrial tracts were given priority in order to address their past neglect. Since then large scale redevelopment of Jersey City's eastern waterfront along the Hudson River has generated millions of dollars and created thousands of jobs.

The prosperity that the current UEZ areas enjoy has created an economic chasm in the areas being considered for inclusion. The primarily small businesses and vacant storefronts will now be able to compete with other areas. Vacant and underutilized tracts in the inner-city and on the west side lie dormant; unable to overcome the disadvantages of their location, environmental issues or other distress factors. For these reasons the following areas are being considered for UEZ inclusion:

#### County Road

##### New Jersey Meadowlands Commission

The "Goya Corporation" is seeking to expand its operation from Secaucus into Jersey City. Goya estimates that the above project will create the following capital investment and jobs in Jersey City:

Capital Investment	\$89 million
Land Purchase	\$27 million
Improvements	\$42 million
Machinery and Equipment	\$20 million

The expansion of the operation will create 281 new jobs:

216 Full-time (working over 35 hours per week)

65 paid through an agency.

The new jobs listed are in addition to the jobs that already exist at Goya's Secaucus facility.

#### "General Pencil" - Fleet Street

One of the oldest manufacturers in Jersey City, General Pencil was founded in 1889 as the American Pencil Company by and in the Jersey City Heights home of Oscar Weissenborn. He later opened the current manufacturing facility in Jersey City. However, even with its long history in the city, General Pencil had not been within the UEZ boundaries. Edward Weissenborn, when honored by Jersey City at our "Made in Jersey

City Day”, requested that his business be included in the Zone. The company has 43 full time factory and 4 office employees.

“Hamilton Square” Pavonia Avenue and Erie Street

Redevelopment Plan: St. Francis

The above area includes a newly renovated St. Francis Hospital Center which, with additional new construction, is being redeveloped into housing and retail in two phases. We did not include this property in the zone when it was a functioning medical facility.

Phase I is a fifty million dollar (\$50,000,000.00) renovation which includes 125 housing units with 15 employees and the following retail:

Hamilton Health and Fitness	40 employees
Newport Pharmacy	10 employees
Next Step Broadway	12 employees
Downtown Coop	3 employees
Anthia	5 employees
Sophie Sophia Bakery	5 employees
Hound About Town	3 employees
Restaurant (TBD)	30-40 employees
Madame Claude Wine	3-5 employees
Smith & Chang	3-5 employees
Tribeca Pediatrics	

Phase II will cost approximately fifty million dollars (\$50,000,000.00). This will add another 100 housing units with 10 employees the retail will have 6 commercial units and the following:

Art House Productions	2-3 employees
Eye Doctor	5 employees
Montessori School	20 – 30 employees

The developer of Hamilton Square also owns the garage on the east side of Erie street, which houses an MRI Center on the ground floor. This property will eventually be developed as a residential tower with retail on the first floor.

Prescott Street

“EAI, Inc.”, an Environmental Services company has requested to be within the UEZ. We were able to include this business within the amendment. EAI has been in the environmental management business since 1991, providing turnkey solutions to both private and public clients. From asbestos and lead consulting, Phase 1 Assessments, to Tank Removals and Remedial System Installations, EAI is a resource for technical evaluations as well as installation services. They have 10 employees.

## Summit Avenue/Newark Avenue/Path Station

### Redevelopment Plan – Journal Square 2060

A planning study had been conducted by A. Nelessen Associates, Inc. for the redevelopment of the Journal Square area. Journal Square is also a Special Improvement District and a designated Transit Village by the State of New Jersey Department of Community Affairs. It was recommended in the study that this area be included within the Urban Enterprise Zone for future large-scale development of this area due to its proximity to the PATH Station.

## Second Street Marina

### Redevelopment Plan – Hudson Exchange

Although a portion of the Waterfront Walkway and the Pier are within the current UEZ boundaries, we have amended the map to include a larger area. The Redevelopment Agency has designated Meisel Holdings, LLC as developer of the Marina Project. Also proposed is a \$250 million high-end retail mall at the marina with a 500 seat conference facility. This would make the surrounding land even more desirable for development of office towers for financial firms relocating to New Jersey and residential towers to accommodate those employees who would like to live close to their jobs.

## Ellis Island

Ellis Island has been included within the UEZ boundaries since the last amendment. There is development that is moving forward - below is an update. According to a Jersey City Planner, it is essential that the UEZ incentives remain in place for this major investment by an internationally recognizable developer to go forward. The benefits of the UEZ Program will make the funding possible.

Ellis Island Institute and Conference Center will be a unique cultural, educational and conferencing facility that will use the power of place to create a venue for international cultural events and meetings. It will involve re-use of the 29 existing building on the island and new construction of a hotel, museum and educational facilities.

After completion, the Institute is projected to create 275 Full time and 350 part time jobs and bring thousands more visitors to this location.

## Grand Street

We must add two parcels on the north side of Grand Street where development is planned to complement the 80-acre Liberty Harbor development which runs south of grand to the Morris Canal. It is a mixed use development which at build-out will have more than 6,000 units of new housing, 4 million square feet of office space and 400,000 square feet of retail. The larger project is within the Liberty Harbor North Redevelopment Plan as well as in the UEZ.

### Montgomery Street

#### Redevelopment Plan - Gregory Park

The property located on Montgomery Street has two apartment buildings which are set far back from the surrounding sidewalks. The City's Planning Division is making changes to the Gregory Park plan in order to have retail structures added along the sidewalk, greatly increasing the walkability of this downtown area, expected to undergo more intense development in the years to come.

### Monmouth and Bright Streets

An existing building in a historic district with a two-level bar and apartments above is in the process of being renovated and expanded into a restaurant which will employ approximately 40 individuals and additional apartments.

### Kennedy Boulevard and Warner Street

Greenville Hospital, located at this site, was closed 3 years ago. It has been sold by LibertyHealth and is slated for commercial development.

### Mercer Street & Jordan Street

McGinley Square, a commercial area of Jersey City is also a Special Improvement District. We have received calls from businesses in this area requesting inclusion in the zone. The owners pay the Special Improvement District assessments and would like to take advantage of the tax incentives of the UEZ Program.

### Liberty Industrial Park- Phillips Drive

#### Redevelopment Plan - Liberty Harbor

We are removing a tract of land in the Liberty State Park area from the UEZ. In order to maintain contiguity, this small area must be included in the UEZ.

### Clifton Place

The northern portion of the UEZ expansion is in the Summit & Fairmount Redevelopment Plan area. A dilapidated former hospital structure and seven vacant lots are not in keeping with the residential nature of the surrounding area. The City must be pro-active in the redevelopment of this area.

The southern portion is the St. John's Episcopal Church property. The Church is vacant and deteriorating. It is imperative to find a developer to preserve the structure and add housing to make the project economically viable. The benefits of the UEZ program will add greatly to the viability of the proposed redevelopment of this historic property.

### Downtown/Jersey City Waterfront

As the Jersey City waterfront continues to grow, there are many new small retail businesses opening in the downtown neighborhoods, catering to the increasing population moving into new residential buildings. The majority are opening in Paulus Hook and along Jersey Avenue from the Historic Downtown special improvement district to Hamilton Park. Many Jersey City Redevelopment Plans require retail to be built on the ground floor of any sizeable new residential and office tower. This has led to available rental space for potential retailers on the streets listed below:

Jersey Avenue between 2<sup>nd</sup> and 6<sup>th</sup> Street

York Street between Washington Street to Warren Street

Redevelopment Plan – Montgomery Gateway

Washington Street between Sussex Street and York Street

Tenth Street between Erie Street and Jersey Street

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

City Clerk File No. Res. 11-284

Agenda No. 10.Q

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO F&S TIRE CORPORATION TO FURNISH AND DELIVER AUTOMOTIVE TIRES TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**COUNCIL**

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

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

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1)** Bid, the sole bid being that from **F&S Tire Corporation, 58 Brunswick Avenue, Edison, New Jersey 08817**, in the total bid amount of **Five Hundred Sixty Four Thousand, One Hundred Six Dollars and Seventy Cents (\$564,106.70)**; and

**WHEREAS**, the City has the option to extend the contract for one additional one year term; and

**WHEREAS**, the City's Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, because this contract was bid as an open-end contract the City is not obligated to order the maximum amount of the quantity stated for each item; and

**WHEREAS**, the sum of **Fifteen Thousand (\$15,000.00) Dollars** is available in the calendar year 2011 temporary budget ; and

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

**Dept. of Public Works/Automotive Maintenance**  
**Account No. 01-201-26-315-216 P.O # 102925 Amount: \$15,000.00**

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **F&S Tires Corporation**, be accepted and that an open-end contract be awarded to said company in the above amount and the City's Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

TITLE:

(Continued of page 2)

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO F&S TIRE CORPORATION TO FURNISH AND DELIVER AUTOMOTIVE TIRES TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

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

*5/4/11* **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

**Dept. of Public Works/Automotive Maintenance  
Account No. 01-201-26-315-216 P.O # 102925 Amount: \$15,000.00**

Approved by Peter Bolgado, Director of Purchasing

APPROVED: Rodney Rodley  
APPROVED: Donna Mauer  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/11/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
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 FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO F&S TIRE CORPORATION, INC., FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Six (6)

**DATE BIDS WERE PUBLICLY RECEIVED:**

March 22, 2011

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

Furnish and Deliver Automotive Tires for the Department of Public Works/Division of Automotive.

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) F& Tire Corporation, Inc 58 Brunswick Avenue Edison, NJ 08817	\$564,106.70

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

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

5/2/11  
Date

Peter Folgado  
Director of Purchasing, RPPO, QPA

Renewal

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

EMPLOYEE INFORMATION REPORT

INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED...

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY
2. TYPE OF BUSINESS
3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME
5. STREET CITY COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY:
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT
10. PUBLIC AGENCY AWARDED CONTRACT

Table with 4 columns: Official Use Only, DATE RECEIVED, INAUG. DATE, ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

Table with columns: JOB CATEGORIES, ALL EMPLOYEES (COL 1 TOTAL, COL 2 MALE, COL 3 FEMALE), PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN (MALE: BLACK, HISPANIC, AMER. INDIAN, ASIAN, NON MIN.; FEMALE: BLACK, HISPANIC, AMER. INDIAN, ASIAN, NON MIN.)

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
13. DATES OF PAYROLL PERIOD USED
14. IS THIS THE FIRST Employee Information Report Submitted?
15. IF NO, DATE LAST REPORT SUBMITTED

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

FILE COPY

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

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

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

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

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

Representative's Name/Title Print: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

John Kozik  
John Kozik  
F&S Fire Corp. Inc. 58 Brunswick Ave Edison NJ 08817  
Date: 3-18-11

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 : FISTIK CORP.

Address : 58 BRUNSWICK AVE EDISON NJ 08817

Telephone No. : 732-287-8877

Contact Name : JOHN KOZIK / DINO SIMOES

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : FFS TIRE CORP.  
Address : 58 BRUNSWICK AVE EDISON NJ 08817  
Telephone No. : 732-287-8877  
Contact Name : JOHN KOZIK / DINO SIMOES

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**INTER**

**OFFICE**

# MEMO

## Department of Public Works Director's Office

**To:** Peter Folgado, Purchasing Director  
**From:** Rodney W. Hadley, Director, Department of Public Works  
**Subject:** Recommendation Letter (Automotive Tires )  
**Date:** April 11, 2011

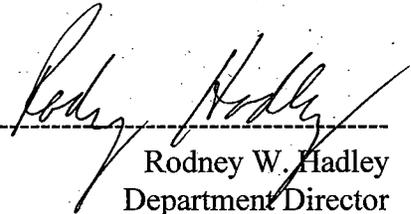
Please be advised, after a careful and thorough review of bids received on March 22, 2011 for Automotive Tires, I recommend that the contract be awarded to:

**F&S TIRE CORP., INC.  
58 BRUNSWICK AVENUE  
EDISON, NJ 08817**

**Contract Amount = \$564,106.70  
Temporary Encumbrancy = \$15,000.00**

Please proceed and utilize Requisition # 0153680 for this purpose. Should you have any questions or need any additional justifications, please do not hesitate to call my office at X 4400/01. Kindly draft the awarding resolution.

Thank you!  
RWH / sb

  
Rodney W. Hadley  
Department Director

**Cc:**  
Hector Ortiz, Automotive Director  
Raquel Tosado, Contracts Manager  
Paola Campbell, Purchasing Division  
Tracy Stevens, Automotive Office  
Zakia Gregory, Fiscal Office

**I N T E R**

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**MEMO**

**O F F I C E**

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**Department of Public Works  
Division of Automotive Maintenance**

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**To:** Rodney Hadley, DPW Director  
**From:** Hector Ortiz, Automotive Director  
**Subject:** Automotive Tire Bid Specification  
**Date:** March 30, 2011

---

After careful review of the Tire Bid Specification, I recommend the contract be awarded to F&S Tire Corp., 58 Brunswick Avenue, Edison, NJ 08817. F&S Tire Corp. was the only and lowest responsible bidder with no exceptions, with a bid amount of \$564,106.70. At present I do not wish to award the full contract to the vendor. I would like to start with a temporary encumbrance of \$250,000.00 for CY 2011.

HO/ts

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

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

TAXPAYER NAME:

F & S TIRE CORP. INC.

TRADE NAME:

GLASCO TIRE SERVICE

TAXPAYER IDENTIFICATION#

221-910-659/000

CONTRACTOR CERTIFICATION#

0064824

ADDRESS

1161 WOODBRIDGE ROAD  
RAHWAY NJ 07065

ISSUANCE DATE

09/13/01

EFFECTIVE DATE

07/15/70

*Patricia A. Chirackis*  
Director, Division of Revenue

FORM-BRC(08-01)

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

STATE OF NEW JERSEY  
SALES TAX CERTIFICATE OF AUTHORITY  
THE NEW JERSEY SALES AND USE TAX ACT (C. 30, L. 1966)  
DIVISION OF TAXATION  
TRENTON, NEW JERSEY 08646

The person, partnership or corporation named below is hereby authorized to collect sales taxes pursuant to the New Jersey Sales and Use Tax Act. This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if a change of ownership or address is affected.

F & S TIRE CORP. INC.  
GLASCO TIRE SERVICE  
1161 WOODBRIDGE ROAD  
RAHWAY NJ 07065

*Paul A. Thompson*  
Director, Division of Taxation

Tax Registration No: 221-910-659/000  
Sales Tax Effective Date: 08-01-70  
Document Locator No: A0000275250  
Date Issued: 07-03-02

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** F & S TIRE CORP., INC.  
**Trade Name:** GLASCO TIRE SERVICE  
**Address:** 1161 WOODBRIDGE ROAD  
RAHWAY, NJ 07065  
**Certificate Number:** 0064824  
**Effective Date:** July 15, 1970  
**Date of Issuance:** April 18, 2011

**For Office Use Only:**  
20110418121708629

VERIFIED  
PC

# 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-2008 to 15-JAN-2011



F & S TIRE CORP, INC.  
58 BRUNSWICK AVENUE  
EDISON NJ 08817



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'D. P. ...'.

State Treasurer

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

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 TRENTON, NJ 08646

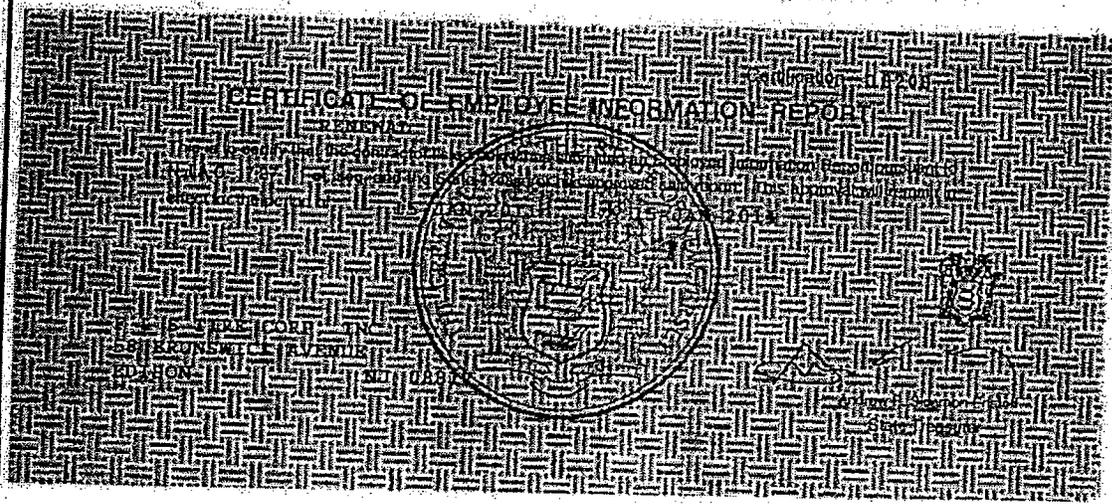
TAXPAYER NAME: F. S. TIRE CORP. INC.	TRADE NAME: GLASCO TIRE SERVICE
TAXPAYER IDENTIFICATION#: 221-910-6597000	CONTRACTOR CERTIFICATION#: 064824
ADDRESS: 1161 WOODBRIDGE ROAD RAHWAY, NJ 07065	ISSUANCE DATE: 09/11/02
EFFECTIVE DATE: 07/15/78	<i>Robert A. Thomas</i> Director, Division of Revenue
FORM BRC(08-01)	

**STATE OF NEW JERSEY**  
**SALES TAX CERTIFICATE OF AUTHORITY**  
 THE NEW JERSEY SALES AND USE TAX ACT (C. 20. L. 1968)  
 DIVISION OF TAXATION  
 TRENTON, NEW JERSEY 08646

I, the undersigned, as the duly authorized representative of the person, partnership or corporation named herein, authorize to collect sales taxes on the New Jersey Sales and Use Tax Act. This authority is good only for the named person at the address herein. This authorization is null and void in the event of change of ownership or address of the person named herein.

*Robert A. Thomas*  
Director, Division of Revenue

F. S. TIRE CORP. INC. GLASCO TIRE SERVICE 1161 WOODBRIDGE ROAD RAHWAY, NJ 07065	Taxpayer Identification: 221-910-6597000 Sales Tax Effective Date: 08-03-78 Contractor Certification: A000027-250 Expiration Date: 07-03-92
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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-285

Agenda No. 10.R

Approved: MAY 11 2011



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ORLY ENTERPRISE FOR FURNISHING AND DELIVERING LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering **Large Black Plastic Garbage Bags** pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Six (6) Bids**, the lowest responsible bid being that from **Orly Enterprise, 106 Lexington Avenue, Brooklyn, New York 11238** in the total bid amount of **Forty Five Thousand, Two Hundred (\$45,200.00) Dollars**; and

**WHEREAS**, the City has the option to extend the contract for two (2) additional one year terms; and

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

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the calendar year 2011 temporary budget; and

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

**D.P.W./Division of Park Maintenance**

<b>Account No.</b>	<b>P.O No.</b>	<b>Amount</b>
01-201-28-375-206	103069	\$10,000.00 Temp. Encumbrance

**Total Contract Amount \$45,200.00**

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

**WHEREAS**, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be terminated.

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

(Continued page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ORLY ENTERPRISE FOR FURNISHING AND DELIVERING LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

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

5/28 A  
5/4/11

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-28-375-206

**D.P.W./Division of Park Maintenance**

Account No.	P.O No.	Amount
01-201-28-375-206	103069	\$10,000.00 Temp. Encumbrance

**Total Contract Amount \$45,200.00**

Approved by Peter Folgado, Peter Folgado, Director of Purchasing

APPROVED: Robert Byrnes 5/3/11

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
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 Byrnes  
Robert Byrnes, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ORLY ENTERPRISE FOR FURNISHING AND DELIVERING LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Twenty Two (22)

**DATE BIDS WERE PUBLICLY RECEIVED:**

April 7, 2011

**NUMBER OF BIDS RECEIVED:**

Six (6)

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

Furnish and Deliver Large Black Plastic Garbage Bags for the Department of Public Works/Division of Park Maintenance.

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Orly Enterprise 106 Lexington Avenue Brooklyn, NY 11238	\$45,200.00
2) Interboro Packing 114 Bracken Road Montgomery, NY 11549	\$48,292.00
3) Central Poly Corporation 18 Donaldson Place Linden, NJ 07036	\$53,530.00
4) All American Poly 40 Turner Place Piscataway, NJ 08854	\$56,881.00
5) Pabco Industries 166 Frelinghuysen Avenue Newark, NJ 07114	\$64,495.00
6) SupplyKing, LLC 151 Industrial Way East, Bldg B Suite 4 Eatontown, NJ 07727	\$68,208.00

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

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

Date

5/2/11

Peter Folgado  
Director of Purchasing, RPPO, QPA

STATE OF NEW JERSEY  
*John S. Tuohy*  
TREASURER

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

ORLY PLASTIC ENTERPRISES

TRADE NAME:

ADDRESS:

106 LEXINGTON AVE  
BROOKLYN NY 11238

SEQUENCE NUMBER:

1220659

EFFECTIVE DATE:

12/12/00

ISSUANCE DATE:

03/15/06

*John S. Tuohy*  
Director

FORM-BRC(08-01)

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



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

**CERTIFICATE NUMBER 1220659 FOR ORLY PLASTIC ENTERPRISES IS VALID.**

VERIFIED  
PC

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

EXHIBIT A  
N.J.S.A. 10:5-36 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): JACOB TORRIEH, MANAGER

Representative's Signature: 

Name of Company: ORLY INDUSTRIES INC

Tel. No.: 98 399 6311 Date: 4/12/11

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

**EMPLOYEE INFORMATION REPORT**

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY <b>000000000</b>	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>2</b>
4. COMPANY NAME <b>ORLY INDUSTRY INC</b>		
5. STREET CITY COUNTY STATE ZIP CODE <b>106 LEXINGTON BROOKLYN NY 11238</b>		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>2</b>		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

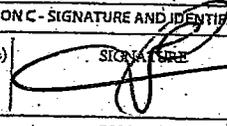
SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	2	1	1											
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>JAROB TORNIER</b>	SIGNATURE 	TITLE <b>MANAGER</b>	DATE MO   DAY   YEAR <b>04   13   11</b>
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) <b>106 LEXINGTON AVE BROOKLYN NY 11238</b>			

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

NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_

100 INDUSTRIES INC. Street  
 106 LEXINGTON AVE. City BROOKLYN State NY Zip Code 11238

CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	2											
PROFESSIONALS												
TECHNICIANS												
UNSKILLED WORKERS												
OFFICE & CLERICAL												
LABORERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

certify that the information on this Form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 ST FIRST MI

SKLISH JACOB MI  
 DATE SUBMITTED 08/13/11

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)  
 106 LEXINGTON AVE BROOKLYN NY 11238 718.399.6311

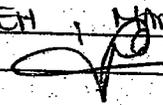
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owrier 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): JACOB TORRICH, MANAGER  
Representative's Signature:   
Name of Company: ORNY INDUSTRIES INC.  
Tel. No.: 408-399-6311 Date: 9/2/11

**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: ORLY INDUSTRY INC.

Address: 106 LEXINGTON AVE BROOKLYN NY 11238

Telephone No.: 718-399-6311

Contact Name: JACOB TORMEH

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

City Clerk File No. Res. 11-286

Agenda No. 10.S

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF GENERAL SERVICES ADMINISTRATION CONTRACT (GSA) TO LENCO INDUSTRIES, INC., FOR FURNISHING AND DELIVERY OF A BEARCAT ARMORED VEHICLE FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT**

WHEREAS, the Office of Emergency Management (OEM) desires to Purchase a Bearcat Armored Vehicle to enhance the City of Jersey City's domestic preparedness; and

WHEREAS, Resolution 07-054 approved on January 24, 2007 authorized the City of Jersey City to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2006 Urban Areas Security Initiative Program; and

WHEREAS, N.J.S.A. 52:34-10.6( c ) authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Lenco Industries, Inc., is participating in a Federal Procurement Program established by a federal department or agency and is the holder of **General Services Administration Contract (GSA) GS-09F-0390M 1122**; and

WHEREAS, **Lenco Industries, Inc., 10 Betnr Industrial Drive, Pittsfield, MA 01201** has submitted a proposal to Furnish and deliver a Bearcat Armored Vehicle for the sum of **Two Hundred Forty Eight Thousand Seven Hundred and Sixty Nine Dollars (\$248,769.00)**; and

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

Acct. No.	P.O. No.	Amount
02-213-41-172-403	102756	\$248,769.00

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

1. Pursuant to N.J.S.A. 52:34-10.6( c ), a contractor is awarded to Lenco Industries, Inc the holder of **GSA Contract GS-09F-0390M 1122**, in the amount of \$248,769.00 to Furnish and Deliver a Bearcat Armored Vehicle to the Office of Emergency Management & Homeland Security Office.
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(continued page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF GENERAL SERVICES ADMINISTRATION CONTRACT (GSA) TO LENCO INDUSTRIES, INC., FOR FURNISHING AND DELIVERY OF A BEARCAT ARMORED VEHICLE FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT**

3. The award of this contract shall be subject to the condition that Lenco Industries, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.

4. Upon certification by an official or employee of the City authorized to attest the the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

*J.A. 4/16/11*

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

<b>Acct. No.</b>	<b>P.O. No.</b>	<b>Amount</b>
02-213-41-172-403	102756	\$248,769.00

**APPROVED**  
Peter Folgado, Purchasing Director, RPPO, QPA

**APPROVED**  
Greg Kierce, Coordinator, Office of Emergency Management

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
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**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**102756**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0153845**  
 BUYER **RESOGSA**

DATE	VENDOR NO.
<b>03/28/2011</b>	<b>LE329270</b>

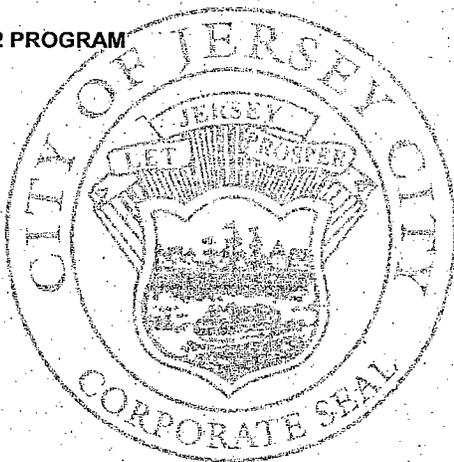
**VENDOR INFORMATION**

**LENCO INDUSTRIES, INC**  
**10 BETNR INDUSTRIAL DR**  
  
**PITTSFIELD MA 01201**

**DELIVER TO**

**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	BEARCAT  UASI FUNDED JCPD ESU  QUOTE: 8328 DATED 3/16/11  GSA NO. GS-07F-0390M 1122 PROGRAM	02-213-41-172-403	248,769.0000	248,769.00



TAX EXEMPTION NO. **22-6002013**

**PO Total 248,769.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE **3/28/11**

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LENCO INDUSTRIES, INC.  
**Trade Name:** LENCO ARMORED VEHICLES  
**Address:** 10 BETNR INDUSTRIAL DR  
PITTSFIELD, MA 01201-3813  
**Certificate Number:** 1122811  
**Effective Date:** January 27, 2005  
**Date of Issuance:** March 22, 2011

**For Office Use Only:**  
20110322155916814

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

Lenco - NONE

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s: 31, 32, & 33**

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

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**County Executive**

**Surrogate**

**Registrar of Deeds**

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

**Bayonne City**

**East Newark Borough**

**Guttenberg Town**

**Harrison Town**

**Hoboken City**

**Jersey City**

**Kearny Town**

**North Bergen Township**

**Secaucus Town**

**Union City City**

**Weehawken Township**

**West New York Town**

**Boards of Education**

**(Members of the Board):**

**East Newark Borough**

**Guttenberg Town**

**Hoboken City**

**Kearny Town**

**North Bergen Township**

**Secaucus Town**

**Weehawken Township**

**Fire Districts (Board of Fire Commissioners):**

**(None)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Representative's Name/Title (Print):** Elena Tucker, HR Manager

**Representative's Signature:** 

**Name of Company:** Lenco Industries, Inc.

**Tel. No.:** 413-443-7359 **Date:** 01/20/11

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

The contractor and the Len Light of Lenco Industries, (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.

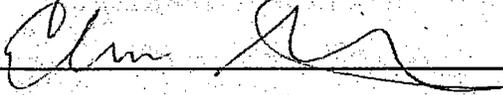
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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): F. Lena Tucker, HR Manager

Representative's Signature: 

Name of Company: Lenco Industries, Inc.

Tel. No.: 413-443-7359 Date: 01/20/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

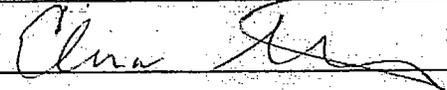
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Lenco Industries, Inc.

SIGNATURE:  DATE: 01/20/11

PRINT NAME: Elena Tucker TITLE: HR Manager

**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: Lenco Industries, Inc.

Address: 10 Betnr Industrial Drive, Pittsfield, MA 01201

Telephone No.: 413-443-7359

Contact Name: \_\_\_\_\_

Please check applicable category :

- |   |   |
|---|---|
| <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Minority & Woman Owned |
| <input type="checkbox"/> Woman Owned    | <input checked="" type="checkbox"/> Neither     |

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

# Vendors

Federal Business Opportunities



## 99 -- Armored Vehicles

### General Information

Document Type: Special Notice  
 Solicitation Number: 1069-6G7099  
 Posted Date: Sep 11, 2006  
 Original Response Date: Sep 15, 2006  
 Current Response Date: Sep 15, 2006  
 Original Archive Date: Sep 30, 2006  
 Current Archive Date: Sep 30, 2006  
 Classification Code: 99 -- Miscellaneous  
 Naics Code: 336992 -- Military Armored Vehicle, Tank, and Tank Component Manufacturing

### Contracting Office Address

Department of State, Office of Logistics Management, Acquisition Management, P.O. Box 9115  
 Rosslyn Station, Arlington, VA, 22219

### Description

The U.S. Department of State Office of Acquisition Management intends to issue a Sole Source Award to Lenco Industries, Inc. Pittsfield, MA for the acquisition of five (5) armored vehicles that meet U.S. Department of State Level E ballistic specifications. The Lenco BearCat is capable of carrying ten (10) people and it is already being utilized by the U.S. Department of

State in missions overseas. The Lenco BearCat armored vehicle is built on a F550 Ford Chassis with a 19,000 lbs gross vehicle weight. The procurement of these unique vehicles are required to improve security for movement of personnel in Iraq and Afghanistan. This procurement will be executed by utilizing Lenco GSA contract GS-07F-0390M. Each Lenco BearCat Product number BC55003 will come with the following options: Diesel engine, Run-Flat tires (6), rear auxiliary A/C/Heating System, intercom system, radio prep package, seat belts for rear bench seat, Cupola and turret system, R240 gun mount, pedestal and gasket, spare tire with run flat, counter balanced roof hatch, supplemental floor armor, cooper sling with tether, floor jack (3.5 ton) with lug wrench and shipping to Springfield, VA. Lenco is the only source for this very unique armored vehicle system. The statutory authority permitting other than full and open competition is 10 U.S.C. 253 (c) (1). FAR 6.302-1, only one responsible source and other supplies or services will satisfy the agencies requirements.

#### Point of Contact

Vincent Sanchez, Contract Specialist, Phone 703-875-6629, Fax 703-875-6006, Email SanchezVJ@state.gov

#### Place of Performance

Address: Springfield, VA  
Postal Code: 22153  
Country: UNITED STATES

[Register to Receive Notification](#)

---

#### Government-wide Numbered Notes

You may return to Business Opportunities at:

- State A-LM-AQM listed by [\[Posted Date\]](#)
- State Agencywide listed by [\[Posted Date\]](#)

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[\[Home\]](#) [\[SEARCH synopses\]](#) [\[Procurement Reference Library\]](#)

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Lenco Industries, Inc.

Signed James J. Massery Title: Government Sales Manager

Print Name: James J. Massery Date: 03/30/11

Subscribed and sworn before me  
this 30th day of March, 2011.  
My Commission expires:

Weresa M. D'Anna  
(Affiant)

Weresa M. D'Anna, Notary Public Mass.  
(Print name & title of affiant) (Corporate Seal)

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

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

**Part I – Vendor Affirmation**

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Leonard Wm. Light	10 Betnr Industrial Drive Pittsfield, MA 01201
Diane Light	10 Betnr Industrial Drive Pittsfield, MA 01201

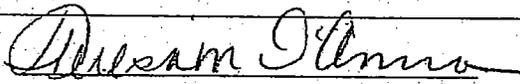
**Part 3 – Signature and Attestation:**

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: L. Leo Industries, Inc.  
 Signed: James J. Massery Title: Gov. Sales Manager  
 Print Name: James J. Massery Date: 03/30/11

Subscribed and sworn before me this 30<sup>th</sup> day of March 2012

My Commission expires: 02/20/15

  
 (Affiant)  
Teresa M. D'Anna-Notary Public  
 (Print name & title of affiant) (Corporate Seal)





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

City Clerk File No. Res. 11-287

Agenda No. 10.T

Approved: MAY 11 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COMPUTER SYSTEMS & METHODS FOR FURNISHING AND DELIVERY OF COMPUTER EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT**

**COUNCIL**

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

**WHEREAS**, there exists a need for **Furnishing and Delivery of Computer Equipment** for the Department of Fire/Office of Emergency Management; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

**WHEREAS**, **Computer Systems & Methods, 15 Mapple Street, Somerville, New Jersey 08876** being in possession of **State Contract Number A70263 and A75583**, will furnish the City of Jersey City with Computer Equipment in the Total Amount of **One Hundred Six Thousand, Two Hundred Twenty Seven Dollars and Eighty Five (\$106,227.85) Cents**; and

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

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

**Department of Fire/Office of Emergency Management**

Acct. No.	P.O. No.	S.C. No.	Amount
02-213-41-172-405	102755	A70263/A75583	\$106,227.85

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

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

*g.A.*  
*4/6/11* **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

(Continue on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COMPUTER SYSTEMS & METHODS FOR FURNISHING AND DELIVERY OF COMPUTER EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE/OFFICE OF EMERGENCY MANAGEMENT**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

**Department of Fire/Office of Emergency Management**

Acct. No.	P.O. No.	S.C. No.	Amount
02-213-41-172-405	102755	A70263/A75583	\$106,227.85

**APPROVED**  
Peter Folgado, Director of Purchasing, RPPO, QPA

**APPROVED**  
Greg Kierce, Coordinator, Office of Emergency Management

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

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
			5/11/11								
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
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.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**102755**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0153836**  
BUYER **STATECONT**

DATE: **03/28/2011** VENDOR NO: **CO123330**

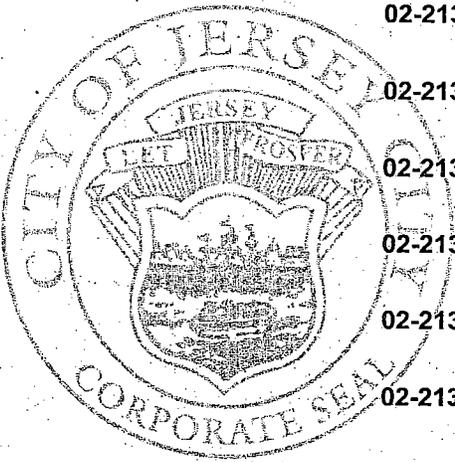
**VENDOR INFORMATION**

**COMPUTER SYSTEMS & METHODS**  
**15 MAPLE STREET**  
**SOMERVILLE NJ 08876**

**DELIVER TO**

**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
29.00	EA	PANASONIC CF-F9	02-213-41-172-405	2,674.4900	77,560.21
29.00	EA	PANASONIC DESKTOPS	02-213-41-172-405	248.3100	7,200.99
29.00	EA	WARRANTY	02-213-41-172-405	250.0000	7,250.00
7.00	EA	LENOVO DESKTOP	02-213-41-172-405	872.0300	6,104.21
12.00	EA	LENOVO MONITOR	02-213-41-172-405	571.1200	6,853.44
3.00	EA	DISPLAY PORT VGA	02-213-41-172-405	31.2000	93.60
3.00	EA	DISPLAY STAND	02-213-41-172-405	259.0000	777.00
2.00	EA	FLOPPY DRIVES	02-213-41-172-405	29.0000	58.00
7.00	EA	WARRANTY	02-213-41-172-405	47.2000	330.40



COMPUTER SYSTEMS & METHODS IS AN AUTHORIZED DEALER/DISTRIBUTOR OF:

TAX EXEMPTION NO. **22-6002013**

**PO Total** | Continued >>>

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

TITLE OR POSITION

DATE

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



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**102755**

THIS NUMBER MUST APPEAR ON ALL INVOICES  
 CORRESPONDENCE, SHIPPING PAPERS AND  
 PACKAGES

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0153836**  
**BUYER STATECONT**

<b>DATE</b>	<b>VENDOR NO.</b>
03/28/2011	CO123330

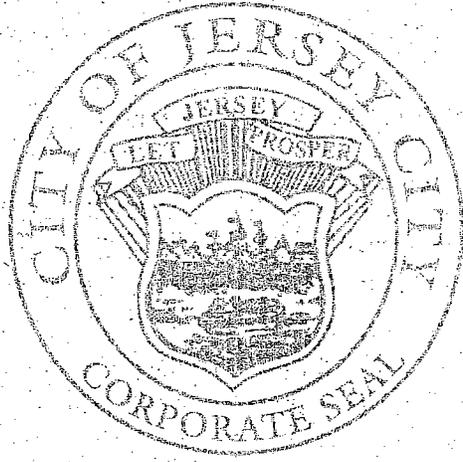
**VENDOR INFORMATION**

**COMPUTER SYSTEMS & METHODS**  
**15 MAPLE STREET**  
  
**SOMERVILLE NJ 08876**

**DELIVER TO**

**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		<b>M-0483: WSCA COMPUTER CONTRACT</b>  <b>SC A70263 (LENOVO) AND SC A75583 (PANASONIC)</b>  <b>QUOTE DATED 3/7/11 BY JAMES R DOWLING</b>			



**TAX EXEMPTION NO. 22-6002013**

**PO Total 106,227.85**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

*[Signature]*  
 3/28/11

**Original Copy**

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CSAM MARKETING INC.  
**Trade Name:** COMPUTER SYSTEMS AND METHODS  
**Address:** 15 MAPLE STREET  
SOMERVILLE, NJ 08876  
**Certificate Number:** 0073741  
**Effective Date:** November 29, 1984  
**Date of Issuance:** March 31, 2011

**For Office Use Only:**  
20110331135840341

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

**Part I – Vendor Affirmation**

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

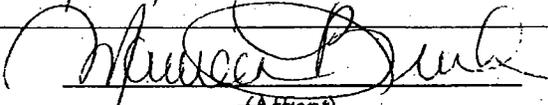
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
KASH MAHNA	216 GRANDVILLE DR MORRIS STATION, NJ 08853

**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: COMPUTER SYSTEMS ASSOCIATES  
 Signed: Vini Mahna Title: ASO  
 Print Name: VINI MAHNA Date: 03/28/11

Subscribed and sworn before me this <u>30</u> day of <u>March</u> , 20 <u>11</u> .	 (Affiant) <u>Maureen Burke</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires:	

MAUREEN E. BURKE  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES APRIL 28, 2013

MAUREEN E. BURKE  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES APRIL 28, 2013

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that COMPUTER SYSTEMS AND METHODS (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding APRIL 13TH 2011 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract COMPUTER SYSTEMS AND METHODS (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: COMPUTER SYSTEMS AND METHODS

Signed: Vini Mahna Title: Mgr

Print Name: VINI MAHNA Date: 03/28/11

Subscribed and sworn before me  
this 30 day of March, 2011.  
My Commission expires:

Maureen Burke  
(Affiant)  
Maureen Burke (ASM)  
(Print name & title of affiant) (Corporate Seal)

MAUREEN E BURKE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
COMMISSION EXPIRES APRIL 28, 2013

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





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

City Clerk File No. Res. 11-288

Agenda No. 10.U

Approved: MAY 11 2011

TITLE:



## RESOLUTION AMENDING AN EXTRAORDINARY, UNSPECIFIABLE SERVICES AGREEMENT WITH MULLER BOHLIN ASSOCIATES, INC. FOR PROVIDING GRANT CONSULTING SERVICES

**COUNCIL**  
**adoption of the following resolution:**

**offered and moved**

**WHEREAS**, Resolution 10-388, approved on June 9, 2010, authorized an extraordinary, unspecified services contract in the amount of \$244,730.00 between the City of Jersey City (City) and Muller Bohlin Associates, Inc. (MBA) to provide grant consulting services in order to fund various ongoing services and new projects which benefit the citizens of Jersey City; and

**WHEREAS**, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the City needs additional services performed by MBA to assist with the City's goals and development initiatives; and

**WHEREAS**, the City desires to extend and increase the amount of its contract with MBA, which expires on May 31, 2011, for an additional seven (7) months so that MBA can perform the additional services needed by the City; and

**WHEREAS**, MBA has submitted the attached proposal dated April 4, 2011 to provide the City with additional grant services for an amount not to exceed \$175,000.00; and

**WHEREAS**, \$100,000.00 of the contract amount will be reimbursed from grant funds; and

**WHEREAS**, funds in the amount of \$30,000.00 are available in the 2011 fiscal year temporary budget in Account No. 01-201-20-101-312; and

**WHEREAS**, the remaining contract funds will be made available in the 2011 fiscal year permanent budget.

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

1. The contract with Muller Bohlin Associates, Inc. is amended to increase the contract amount by an additional \$175,000.00;
2. The contract with Muller Bohlin Associates, Inc. is extended for an additional seven (7) months and will expire on December 31, 2011;
3. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract amendment attached hereto; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the amendment of the contract is subject to the availability and appropriation of sufficient funds in the 2011 fiscal year permanent budget. If additions funds are not available, the contract will be terminated.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that funds in the amount of \$30,000.00 are available for this expenditure in Account Number 01-201-201-101-312. PO 102482

TITLE:

APPROVED: *Donna Mayer, CFO* APPROVED AS TO LEGAL FORM  
 APPROVED: *[Signature]* Corporation Counsel  
 Business Administrator

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

I N T E R

MEMO

O F F I C E

Department of Administration  
Division of Management & Budget

Date: May 3, 2011  
To: Jack Kelly, Business Administrator  
Rosemary McFadden, Chief of Staff  
From: Donna Mauer, Chief Financial Officer   
Subject: Grant Consulting Services Contract

I have prepared a resolution for presentation to the Council on May 11, 2011 for an extension of services through the 2011 calendar year for the City's grants consultants, Muller Bohlin Associates (MBA). I am requesting this extension because we are in the middle of the federal grant reporting process as well as applying for several high priority administration projects. MBA has successfully secured nearly \$5 million in grants during the 2010/2011 calendar year and is working with several City Divisions on both new projects and existing grant programs. More recently MBA has been involved with several City non-profits and partner agencies to advance the high priority City Sustainability Program with a particular focus on urban agriculture.

The MBA team has prepared on behalf of the Planning Division and Jersey City Redevelopment Agency at least five (5) grant applications to support these efforts and so far has successfully secured funding to advance a part of the city-wide program.

Furthermore, the Division of Engineering has been utilizing their services for administration of large federal grants, with these costs, in some cases, being absorbed by the grant itself. The most recent services are for a Federal Aid construction authorization for a \$792,000 appropriation for a city-wide signalization. The required activities can be reviewed in Table 1 which is attached.

Their commitment and focus to project implementation can be seen through the City's recent successful NJDOT funding award for the 100 Steps Project. There were several project hurdles including an ADA waiver which MBA successfully obtained on behalf of the City.

Finally, MBA has been working on the EECBG (Energy Efficiency Conservation Block Grant). The activities have included all of the administration for all projects (six in total), continual communication and interface with the CFO, each project manager, development of RFPs and project descriptions as required by the Federal Department of Agency and most recently a successful on-site visit with the Department of Energy who has identified Jersey City as one of the top grant recipients for purposes of general reporting and project execution in the State of New Jersey. Again, specific activities can be reviewed in Table 2.

MBA has met the terms and conditions of the existing contract and is now working on several additional projects due to their overall effectiveness. Many of the services are covered through administrative set-asides within the grant itself, however some are simply high priority projects identified by the administration. It is my goal as CFO to have at least 50% of their services

covered by grants through the administrative set-aside. As you can see from the breakdown of the contract we actually exceed this goal by almost 10 percent.

If you have any questions or require additional information, please do not hesitate to contact me.

attachments

Table 1

<p>Attend the kick-off meeting with the NJDOT Bureau of Local Aid, the NJTPA and Jersey City representatives in order to discuss the environmental aspects of the project for compliance with the National Environmental Policy Act (NEPA) and procedures to follow for a Federal Aid project</p>
<p>Photograph the project site and prepare a map showing the direction and position of each photograph</p>
<p>Arrange and attend meetings to get community input for final project design</p>
<p>Prepare Scope of Work for review and approval by the NJDOT Bureau of Local Aid</p>
<p>Prepare and submit to the NJDEP State Historic Preservation Office the "Project Worksheet" and copy the NJDOT Bureau of Local Aid and the NJDOT Bureau of Environmental Program Resources with the document</p> <p>Research and identify sites listed in the New Jersey State Register of Historic Places</p> <p>If a site is located in or adjacent to a historic site, prepare and submit to the NJDEP State Historic Preservation Office the "Application for Project Authorization Under the New Jersey Register of Historic Places Act" and copy the NJDOT Bureau of Local Aid and the NJDEP Bureau of Environmental Program Resources with the document</p> <p>Prepare a map showing the Historic Places in relationship to the project</p> <p>Contact local county and municipal historical organizations for project information and comment and analyze information for project compliance</p> <p>Research and identify properties within the project Area of Potential Effect (APE) that are over fifty years old that could be historic</p>
<p>Prepare any additional documents that are required by the NJDEP State Historic Preservation Office as a result of their review of the "Project Worksheet" and "Application for Project Authorization Under the New Jersey Register of Historic Places Act"</p>

Prepare and submit to the NJDOT Bureau of Environmental Program Resources the "Environmental Screening Document" (if required). Prepare and submit to the NJDOT Bureau of Environmental Program Resources the "Categorical Exclusion Document" and the DeMinimis Form (if required). Attach the information required in the "NEPA Checklist" to the "Environmental Screening Document", the "Categorical Exclusion Document" and the DeMinimis Form and copy the NJDOT Bureau of Local Aid with the complete document

Identify permits

Identify and map Known Contamination Sites (KCS)

Identify and map known Underground Storage Tanks

Identify threatened and endangered species and habitats

Identify and map wetlands

Contact the USFWS

Complete the NJDEP New Jersey Natural Heritage Program Data Request Form

Meet and coordinate with project sponsor and/or NJDOT Bureau of Local Aid for program compliance

If required, prepare the Federal Aid Supplementary Specification exclusive of any non-standard NJDOT pay items

If required, determine the required number of Trainees and DBE's or ESBE's for the project

Attend phase review meetings with the consultant, project sponsor, and NJDOT Bureau of Local Aid for plan and specification compliance to design and program standards

Prepare other related documents to the Federal Aid Program as required by the NJDOT Bureau of Local Aid and the Federal Highway Administration (FHWA) for project authorization, such as Proprietary Items Justification Letter, Design Certification, Utility Certification, Right-of-Way Certification, Permit Certification, etc.

After authorization from the FHWA, track the bidding schedule for program compliance

Review all bid documents for program compliance prior to making award

Table 2

Track all changes and make all changes within the US DOE PAGE system
Direct Contact with the Department of Energy regarding the changes as well as gaining approval for changes, updating project sheets, getting approval of the project sheets. Budget changes are made, then sent for approval process as well
All reporting and updating in the PAGE system, including Quarterly Performance reporting, which requires contact with the CFO and all six (6) project managers to inquire as to the project progression and all reportable aspects including, funding dispersed, energy saved, jobs created, hours worked, loans/rebates expended, ordinance changes, and contractual information
Quarterly Financial Reporting in PAGE requires us to gather all funds expended, invoice numbers, and interest gained on funds not expended at this time
Quarterly Reporting through FederalReporting.gov (separate from the PAGE system) - includes all tracking of funds dispersed



MULLER BOHLIN  
ASSOCIATES, INC.

**Muller Bohlin Associates, Inc.  
Proposal For Services**

Ms. Donna Mauer  
CFO  
City of Jersey City

**Re: Proposal for services**

**April 4, 2011**

**Dear Ms. Mauer:**

This proposal is for an agreement between the City of Jersey City and MBA covering the time period June 1, 2011 to December 31, 2011. MBA is looking forward to continuing our grant writing services on behalf of the City of Jersey City. As you are aware, we have extensive experience obtaining funding and administering grants. MBA will continue to explore traditional Federal and State Funding Sources as well as more innovative sources in the form of grants from nonprofits. Our experience and understanding of the overall process enables us to advance projects more quickly through the pipeline. The following grant services activities will continue as part of this proposal:

- Prepare and submit all required grant proposal information to Designated Agency or Foundation for city projects as directed by your office.
- Work with staff to ensure a successful application.
- Prepare any follow-up information required.
- After grant award MBA will work with staff to obtain and spend funding in accordance with rules and regulations as set out by the Agency or Foundation.
- Work with staff to ensure reporting requirements are met and grants are properly closed out when the project is completed.
- Continue administration of key federal grants for Division of Engineering
- Provide day-to-day services directly related to the administration and filing of specific federal reporting to the Department of Energy for ARRA formula funding

## Fees

Based on our current agreement MBA anticipates billing between \$23,500-\$26,000 per month depending on the complexity of the grant submitted each month.

Each invoice will be accompanied by a status report explaining what work was done during the month as well as the hours actually worked on the project. Depending on the need to duplicate and ship documentation and maps associated with application, we may require reimbursement for shipping and document reproduction costs as well as any other actual costs incurred by MBA. **All costs will be timely billed.**

If you agree with the terms of this offer, you should sign and return the agreement to PO Box 1517 Perth Amboy, NJ 08862. MBA will return a fully executed agreement to you as quickly as possible.

Thank you for time. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Bohlin', written over a horizontal line.

Tiffany Bohlin  
President, Muller Bohlin Associates

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

City Clerk File No. Res. 11-289

Agenda No. 10.V

Approved: MAY 11 2011



TITLE:

## **R**ESOLUTION HONORING COACH BOB HURLEY AND THE ST. ANTHONY HIGH SCHOOL 2010-2011 BOYS BASKETBALL TEAM

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

**W**HEREAS, the St. Anthony High School boys basketball team is a perennial powerhouse not only in New Jersey but across the United States as well; and

**W**HEREAS, Coach Bob Hurley made history this year with his induction into the Naismith Basketball Hall of Fame, only the third coach on the high school level to be so honored; and

**W**HEREAS, with a victory against St. Mary's of Jersey City, Bob Hurley won his 1,000<sup>th</sup> game as head coach of St. Anthony. During his thirty-eight years as coach, only two of his players failed to attend college. That may be his greatest statistic of all; and

**W**HEREAS, the success of the basketball program and the dedication of Coach Hurley and his family have kept the doors of St. Anthony High School, which is struggling financially, open. His personal generosity and his love for the school has inspired many donations to the school; and

**W**HEREAS, the St. Anthony High School boys basketball program has sent over 150 players to Division I colleges and many players, including his son Bobby Jr. to the National Basketball Association; and

**W**HEREAS, this year's Friars team went undefeated, winning its 24<sup>th</sup> state championship and fourth national championship. Their win over arch-rival St. Patrick's of Elizabeth at the sold out Rutgers Athletic Center is considered by many to have been the best high school basketball game in decades; and

**W**HEREAS, the 2010-2011 St. Anthony High School basketball team consisted of the following individuals:

<b>Kyle Anderson</b>	<b>Craig Davila</b>	<b>Edon Molic</b>
<b>Rashad Andrews</b>	<b>Jordan Forehand</b>	<b>Jordan Quick</b>
<b>Josh Brown</b>	<b>Jerome Frink</b>	<b>Chris Regus</b>
<b>Naje'a Brown</b>	<b>Jimmy Hall</b>	<b>Tyjuan Williams</b>
<b>Tyquan Burno</b>	<b>Lucious Jones</b>	<b>Sylvester Wright</b>
<b>Hallice Cooke</b>	<b>Myles Mack</b>	

**Bob Hurley, Head Coach**

**Ben Gamble, Assistant Coach**

**Scott Ruthsatz, Assistant Coach**

**Todd Palmer, Assistant Coach**

**Jayson Hassan, Assistant Coach**

**Steve Groothuis, Assistant Coach**

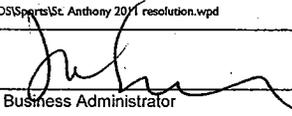
**Sean Fallon, Athletic Director**

**Charles Tortorella, Principal**

**N**OW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby congratulate the players, coaches and administrators of the 2010-2011 St. Anthony High School basketball team for their outstanding achievement. We wish them continued success.

APPROVED: C:\PROCS\TOLONDA\RESOS\Sports\St. Anthony 2011 resolution.wpd

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

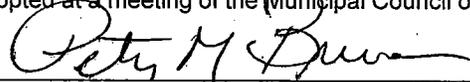
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-290  
 Agenda No. 10.W  
 Approved: MAY 11 2011  
 TITLE:



## Resolution Honoring Queen Esther Chapter No.2, Order of Eastern Star-Prince Hall Affiliation For the Jurisdiction of New Jersey, Inc. On the Occasion and Celebration of Their 104<sup>th</sup> Anniversary

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

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

**Whereas**, the Order of the Eastern Star is an adoptive rite of Freemasonry with teachings based on the Bible and objectives that are charitable and benevolent; and

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

**Whereas**, on, May 1, 2011, Queen Esther Chapter No. 2 will celebrate 104 years of continuous service at an anniversary celebration held at King Solomon Lodge No.19 in Jersey City, New Jersey. This year's theme is "Crown of Glory - Godly Leaders Who Are Examples to Their Flock." The following four stellar individuals will be honored for their continuous service and contributions to their community.

**MS. BARBARA MAXWELL**  
 Educator

**MR. MOSES WILSON**  
 Community Leader

**MS. JOSEPHINE MCEACHIN**  
 Past Matron of Queen Esther Chapter No. 2 OES/PHA/NJ

**MR. DEMETRIUS JONES**  
 Worshipful Master, King Solomon Lodge No. 19 PHA/NJ

**Now, Therefore, Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby join Queen Esther Chapter No.2, Order of Eastern Star-Prince Hall Affiliation for the Jurisdiction of New Jersey, Inc. on the occasion and celebration of their 104<sup>th</sup> anniversary.

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

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

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-291

Agenda No. 10.X

Approved: MAY 11 2011

TITLE:



## Resolution Honoring Eric Black

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,

"I pledge to be the change  
I want to see in the world  
I believe I can realize my dreams  
Failure cannot stop me  
My mistakes are lessons learned  
Nothing is free, success is earned  
At Mahatma Gandhi we believe we can achieve  
At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, Eric Black is a dedicated 8th Grade Language Arts Teacher. He is also committed to coaching students and highlights the importance of Intramural Sports; and

**WHEREAS**, Eric Black has led his Project A-Team from PS#23 to its historic first in succeeding the Jersey City Public School Soccer Championship; and

**WHEREAS**, Eric Black has clearly committed his students to their pledge of succeeding with highest achievement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Eric Black, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-292  
 Agenda No. 10.Y  
 Approved: MAY 11 2011  
 TITLE:



## Resolution Honoring Carolyn Berry

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,

"I pledge to be the change  
 I want to see in the world  
 I believe I can realize my dreams  
 Failure cannot stop me  
 My mistakes are lessons learned  
 Nothing is free, success is earned  
 At Mahatma Gandhi we believe we can achieve  
 At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, Carolyn Berry, has been teaching Art for several years; and

**WHEREAS**, her dedication for her students to achieve their highest standards has led them to receive the prestigious award, NJ State Youth Art Month, given by the Art Educators of New Jersey (AENJ); and

**WHEREAS**, AENJ was conceived in 1939 by art educators interested in the promotion of visual arts education in the state. Their purpose is to promote and maintain the highest possible degree of quality instruction in visual arts programs throughout New Jersey.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Carolyn Berry, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL \_\_\_\_\_  
Business Administrator Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-293

Agenda No. 10.Z

Approved: MAY 11 2011

TITLE:

## Resolution Honoring Danielle Chiaro



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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,

"I pledge to be the change  
I want to see in the world  
I believe I can realize my dreams  
Failure cannot stop me  
My mistakes are lessons learned  
Nothing is free, success is earned  
At Mahatma Gandhi we believe we can achieve  
At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, **Danielle Chiaro** is a committed 7th and 8th Grade Language Arts Teacher. She is currently completing her Doctorate in Education; and

**WHEREAS**, **Danielle Chiaro**, always thinks outside of the box and developed a creative approach to celebrating Women's History by having students recreate the story of important historical figures in women's history as they portrayed themselves as those women; and

**WHEREAS**, her dedication for her students to achieve their highest standards has led them to create a project called the "Women's Wax Museum."

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Danielle Chiaro**, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-294

Agenda No. 10.Z.1

Approved: MAY 11 2011

TITLE:



## Resolution Honoring Maria Francisco

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,

"I pledge to be the change  
I want to see in the world  
I believe I can realize my dreams  
Failure cannot stop me  
My mistakes are lessons learned  
Nothing is free, success is earned  
At Mahatma Gandhi we believe we can achieve  
At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, Maria Francisco, has taught students at Mahatma Gandhi Elementary School for several years. During that time, she has led three (3) students to win all three places (1st, 2nd, and 3rd) in the PATH 2010 Holiday Poster Contest; and

**WHEREAS**, Maria Francisco has proven that the Artistically Talented Class at Mahatma Gandhi Elementary School not only can succeed, but succeed with highest achievement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Maria Francisco, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Citation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-295

Agenda No. 10.Z.2

Approved: MAY 11 2011

TITLE:



## Resolution Honoring Melissa Jayme

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,

"I pledge to be the change  
I want to see in the world  
I believe I can realize my dreams  
Failure cannot stop me  
My mistakes are lessons learned  
Nothing is free, success is earned  
At Mahatma Gandhi we believe we can achieve  
At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, Melissa Jayme and Carol Jimenez have been teaching at Mahatma Gandhi Elementary School for many years; and

**WHEREAS**, Melissa Jayme is the Performing Arts Specialist and Carol Jimenez is the Performing Arts Assistant from the Drama Program; and

**WHEREAS**, Melissa Jayme and Carol Jimenez have volunteered their time with the students to perform in several after school concerts and programs; and

**WHEREAS**, Melissa Jayme and Carol Jimenez have been essential leaders in facilitating the Character Development Program; and

**WHEREAS**, Melissa Jayme and Carol Jimenez are committed to helping students succeed by helping the Parent Council succeed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Melissa Jayme**, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO,	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-296  
 Agenda No. 10.Z.3  
 Approved: MAY 11 2011  
 TITLE:



## Resolution Honoring Carol Jimenez

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,  
 "I pledge to be the change  
 I want to see in the world  
 I believe I can realize my dreams  
 Failure cannot stop me  
 My mistakes are lessons learned  
 Nothing is free, success is earned  
 At Mahatma Gandhi we believe we can achieve  
 At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, **Melissa Jayme and Carol Jimenez** have been teaching at Mahatma Gandhi Elementary School for many years; and

**WHEREAS**, **Melissa Jayme** is the Performing Arts Specialist and **Carol Jimenez** is the Performing Arts Assistant from the Drama Program; and

**WHEREAS**, **Melissa Jayme and Carol Jimenez** have volunteered their time with the students to perform in several after school concerts and programs; and

**WHEREAS**, **Melissa Jayme and Carol Jimenez** have been essential leaders in facilitating the Character Development Program; and

**WHEREAS**, **Melissa Jayme and Carol Jimenez** are committed to helping students succeed by helping the Parent Council succeed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Carol Jimenez**, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL \_\_\_\_\_  
Business Administrator Corporation Counsel

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-297  
 Agenda No. 10.Z.4  
 Approved: MAY 11 2011  
 TITLE:



## Resolution Honoring Vivian Laboy

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

**WHEREAS**, Jersey City Public School #23, Mahatma Gandhi Elementary School, is an all-inclusive Pre-K through 8th Grade Program; and

**WHEREAS**, Mahatma Gandhi Elementary School is the largest school in the district with a student population of over 1500; and

**WHEREAS**, the school's Pledge, created by its students states,  
 "I pledge to be the change  
 I want to see in the world  
 I believe I can realize my dreams  
 Failure cannot stop me  
 My mistakes are lessons learned  
 Nothing is free, success is earned  
 At Mahatma Gandhi we believe we can achieve  
 At Mahatma Gandhi we everyone will succeed."

**WHEREAS**, the teachers at Mahatma Gandhi Elementary School are dedicated to this pledge and helping their students succeed; and

**WHEREAS**, Vivian Laboy has been teaching for over five years at Mahatma Gandhi Elementary School and is the facilitator for FAST, a New Jersey State Program; and

**WHEREAS**, the FAST program encourages families to be involved in their children's education, to enhance their academic progress and to feel welcome in public schools; and

**WHEREAS**, Vivian Laboy actively coordinates the Parent Workshops and supports the Parent Council; and

**WHEREAS**, Vivian Laboy volunteers her time to tutoring after school and is the advisor for the Student Council; and

**WHEREAS**, Vivian Laboy is clearly committed to not just the students, but to the parents in helping them achieve success at Mahatma Gandhi Elementary School.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Vivian Laboy, a dedicated educator, for her commitment to the children of our city. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-298

Agenda No. 10.Z.5

Approved: MAY 11 2011



TITLE:

## *Resolution Celebrating The Third Annual Flag Raising of The Moroccan Flag*

**May 6, 2011**

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

**WHEREAS**, Morocco is a North African country that has a coastline on both the North Atlantic Ocean and the Mediterranean Sea. It has borders with Western Sahara to the south, Algeria to the east and the Spanish North African territories of Ceuta and Melilla on the Mediterranean coast in the north. It is just across the Strait of Gibraltar from Gibraltar; and

**WHEREAS**, Morocco's unique geographical location has made it a crossroad for ancient trade routes, and continues to contribute to its importance as a migratory highway for people and ideas. Today's Morocco shines as a hub of traditional and modern creative expression where ancient cultural practices thrive; and

**WHEREAS**, recent governments in Morocco have pursued reform, liberalization, and modernization aimed at stimulating economic growth and creating jobs. Since early in his reign, King Mohammed VI has called for expanded employment opportunities, economic development, meaningful education, and increased housing availability. The government has pursued an ambitious program of reforms to increase productivity and competitiveness of the national economy through sectoral strategies targeting energy, fisheries, industry, commerce, agriculture, tourism, and logistics; and

**WHEREAS**, Morocco is recognized worldwide for its distinctive and layered cultural identity. Morocco is an ethnically diverse country. The art, architecture, music, cuisine, and crafts all blend with history, cultural and social values to profoundly shape life in this extraordinary place. What binds Morocco together is the distinctive spirit of its people.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and proper to fly the flags of the United States and Morocco above city hall in appreciation of the many contributions of those of Moroccan descent to the building of our nation. We proudly recognize the contributions of the Moroccan community to our city and urge all residents to participate in the third annual Moroccan flag raising ceremony.

G:\WPDOC\TOLONDA\RESOS\Moroccan Flag Raising 2011.wpd

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 (Signature of Business Administrator) (Signature of Corporation Counsel)  
 Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											5/11/11
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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 of Peter M. Brennan)  
 Peter M. Brennan, President of Council

(Signature of Robert Byrne)  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-299

Agenda No. 10.Z.6

Approved: MAY 11 2011

TITLE:



## RESOLUTION APPROVING INTERLOCAL SERVICE AGREEMENT BETWEEN THE COUNTY OF HUDSON AND CITY OF JERSEY CITY WEIGHTS AND MEASURES PROGRAM

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

**WHEREAS**, the City of Jersey City, pursuant to N.J.S.A. 51:1-43, provides for, and maintains, an Office of Superintendent to enforce the Uniform Standards of Weights and Measures; and

**WHEREAS**, the County of Hudson, likewise provides for, and maintains, an Office of Superintendent of Weights and Measures; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any local governmental unit may enter into an agreement with any other local government unit for the shared provision of services; and

**WHEREAS**, the City of Jersey City desires to enter into an agreement with the County of Hudson whereby the latter would administer and enforce the Uniform Standards of Weights and Measures; and

**WHEREAS**, the County of Hudson Superintendent of Weights and Measures, has agreed to administer and enforce the program on behalf of the City of Jersey City in return for which the County will retain any and all fees, penalties, damages recovered in connection with the enforcement of this program.

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Municipal Council hereby authorizes the Business Administrator, or his lawfully appointed designee, to execute any and all document and to take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. Pursuant to this Agreement the City of Jersey City designates the Hudson County Superintendent of Weights and Measures as the Municipal Superintendent of Weights and Measures.
4. This Agreement may be terminated upon 30 days notice by either party.

VS/dc  
5/5/11

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

0 2 0 1 1 0 7 4

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSTAIN			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

10.2.6.  
RES. 11-299

To Jersey City Municipal Council  
From: Carl Czaplicki, Director HEDC C. J.  
Date: May 3, 2011  
Re: Shared Services Agreement for Weights and Measures

As part of the Administration of Jersey City's directive to reduce personnel and streamline services for the purposes of economy and efficiency, the Department of Housing, Economic Development and Commerce proposes the following under a Shared-Services Agreement between the City of Jersey City and the Sheriff's Office of Hudson County which currently provides the functions of weights and measures for the County and other municipalities:

1. The elimination of Weights and Measures under the Division of Commerce (HEDC) included within the City's approved layoff plan. This action will result in the reduction of three employees saving the City approximately \$150,000 annually in salaries. Our revenue generated by these functions has primarily averaged about \$35,000 to \$50,000 per year.
2. That the City enters into this Shared-Services agreement with the Sheriff's Office of Hudson County to provide the functions of weights and measures as they currently provide throughout Hudson County and have agreed to provide for the City of Jersey City. This sharing of services will result in a significant savings to the City of Jersey City. As such, the City shall appoint the Hudson County Superintendent of Weights and Measures (currently under the Sheriff's Office) to serve as its Superintendent of Weights and Measures under this Shared Services Agreement and in compliance with NJ 51:1-43.
3. The Commerce Division will turn over all devices and equipment associated specifically to the services of weights and measures to the Sheriff's Office for the period that they provide such functions to the City of Jersey City.

Department of Housing, Economic Development & Commerce  
Director's Office



Inter-Office Memorandum

DATE: May 5, 2011  
TO: Council President Peter Brennan and Municipal Council Members  
FROM: Carl S. Czaplicki, Director, HEDC *C.S.*  
SUBJECT: Superintendent of Weights and Measures

A municipality with a population of sixty thousand or more is required to have a municipal superintendent of weights and measures. Our shared service agreements with the County of Hudson and appointing Hudson County's superintendent will satisfy that requirement. A copy of the pertinent statute is below.

The elimination of the weights and measures duties from the Commerce Division and the lay-off of the three employees performing those duties necessitates this action.

**51:1-43. Appointment of superintendents; record of appointment of municipal superintendents**

The governor, by and with the advice and consent of the senate, shall appoint a state superintendent for a term of five years. The governing bodies of the respective counties shall appoint a county superintendent. **The governing body of any municipality having a population of sixty thousand or over shall**, and the governing body of any other municipality may, by ordinance, **provide for the office of, and appoint, a municipal superintendent.** A certified copy of the ordinance and appointment shall be filed forthwith by the clerk of the municipality with the state superintendent. The person so appointed shall be entered upon the records of the state superintendent as the municipal superintendent.

cc: Vinnie Signorile, Law Department

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

City Clerk File No. Res. 11-300

Agenda No. 10.Z.7

Approved: MAY 11 2011



**TITLE: RESOLUTION AUTHORIZING THE RATIFICATION OF AN EMERGENCY LICENSE AGREEMENT WITH ANTIQUA RESTORATIONS, INC., FOR THE USE OF A PORTION OF BLOCK 200, LOT 89, MORE COMMONLY KNOWN AS 179 MONTGOMERY STREET**

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

**WHEREAS**, the City of Jersey City is the owner of 179 Montgomery Street, Block 200, Lot 89 [Property]; and

**WHEREAS**, Antiqua Restorations, Inc., of 140 Prospect Street, Hackensack, NJ 07601, is [Entity] as indicated on the Certificate attached hereto as Exhibit A; and

**WHEREAS**, as the result of an emergency, specifically, a crumbling facade on the east side of 183 Montgomery Street, Block 200, Lot 89, which created a danger to the public on the right of way and in the City parking lot, and the owner needed to immediately engage the services of the Entity; and

**WHEREAS**, the Entity required the use of a portion of the Property, for the sole purpose of erecting scaffolding to repair the facade; and

**WHEREAS**, the Entity needs to use a portion of the Property for a period not to exceed two (2) months, commencing on March 24, 2011 and expiring no later than May 24, 2011, during the hours of 7:00 a.m. and 6:00 p.m., for the above stated purposes and no other.

**WHEREAS**, the Entity will pay the City no consideration but will provide the City with insurance in type and amount as are approved by the City's Risk Manager, including a certificate of insurance that names the City as an additional insured.

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

1. The City hereby ratifies an emergency license agreement with Antiqua Restoration, Inc., with offices at 140 Prospect Street, Hackensack, NJ 07601, to use a portion of 179 Montgomery Street, Block 200, Lot 89, for the sole purpose of erecting scaffolding to repair the facade as the result of a crumbling facade on the east side of 183 Montgomery Street, Block 200, Lot 89 for a period not to exceed two (2) months for \$1.00, commencing on March 24, 2011 and expiring no later than May 24, 2011, during the hours of 7:00 a.m. and 6:00 p.m.; and
2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement in the form attached hereto, which sets forth the amount and type of insurance coverage required by the City's Risk Manager.

JM/he  
3/25/11  
5/03/11

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

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

APPROVED: *[Signature]*  
Business Administrator

APPROVED: *[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

LICENSE AGREEMENT

This AGREEMENT is made this 24 day of March, 2011, between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and Antiqua Restorations, Inc., with offices at 140 Prospect St., Hackensack, NJ 07601, [Licensee.]

WITNESSETH that:

1. The City is the owner of certain property located within Block 200\_, Lot 89\_\_\_\_, more commonly known by the street address of 179 Montgomery St, Jersey City, NJ \_\_\_\_\_ [Property], more particularly described by the metes and bounds and depicted on the map, both of which is attached hereto as Exhibit A.

2. As the result of an unforeseen emergency, namely , crumbling facade at 183 Montgomery Street the Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever:

**to erect scaffolding on the east side of 183 Montgomery street to repair the crumbling facade that has created a danger to the public along with the parking of two vans.**

3. This License shall commence on March 24, 2011 and shall expire no later than May 24, 2011. In order to obtain access to the Property, Licensee must first notify the City's Division of Real Estate. Use fo the Property shall be limited to the days of Monday to Friday during the hours 7:00 AM to 6:00 PM.

4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.

5. No permanent improvements are permitted on the City Property. No equipment shall be used or permitted to be placed on the property without the prior written approval of the City Engineer.

6. Licensee shall pay the City a user fee equal to the sum of \$ 0.00 payable on \_\_\_\_\_ for this License commencing on the date this agreement is executed. This is a user fee only and does not constitute rent or fair market value.

7. Licensee shall defend, indemnify, save and hold harmless the City from any and all

accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

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

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

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

11. The Licensee acknowledges and agrees that it shall be permitted to place only that machinery and materials as is permitted with the prior written approval of the City Engineer.

12. Any improvements or equipment installed or used by Licensee in connection with its use of the City Property that may be removed without damage to Licensee's property shall be deemed to be the property of Licensee and shall be removed by it at the termination of the License, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and the City shall have the right to dispose of the same and charge Licensee for any cost

of disposing thereof.

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

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

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

with a copy to the City Engineer

Licensee: Antiqua Restorations, Inc.  
140 Prospect Avenue  
Hackensack, NJ 07601

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

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer. To secure the performance thereof, the Licensee is required to deposit with the City the sum of \$ 0.00 no later than the date this agreement is executed.

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

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

and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

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

**ATTEST:**

**CITY OF JERSEY CITY**

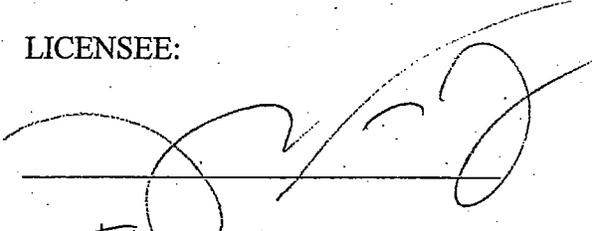
\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Jack Kelly  
Business Administrator

**WITNESS:**

**ATTEST:**

**LICENSEE:**

\_\_\_\_\_  
  
JORGE BEZAMA

City of  
**JERSEY CITY**

Office of Risk Management  
280 Grove Street, Room B-6  
Jersey City, N.J. 07302

(201) 547-5034  
Fax 547-4761

March 24, 2011

Antiqua Restorations, Inc.  
140 Prospect Street  
Hackensack, NJ 07601  
Att: George Bezama

Re: License Agreement  
179 Montgomery Street, Jersey City

Dear Mr. Bezama,

Enclosed please find the license agreement permitting your company to enter the premises of 179 Montgomery Street to erect scaffolding on 183 Montgomery Street. This license agreement will be presented to the Jersey City Council on April 13, 2011 for their consideration.

However due to the emergent situation at this location, as of today , you are hereby permitted to enter the premises at 179 Montgomery Street.

Very truly yours,

  
Peter Soriero  
Risk Manager

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

City Clerk File No. RES. 11-301

Agenda No. 10.Z.8.

Approved: MAY 11 2011

TITLE:



## RESOLUTION DECLARING APS CONTRACTORS, INC., IN DEFAULT OF ITS CONTRACT WITH THE CITY OF JERSEY CITY FOR THE PROJECT KNOWN AS LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018

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

**WHEREAS**, April 7, 2009, the City of Jersey City (City) accepted bids for Project No. 2006-018, Lafayette Pool Complex (Project); and

**WHEREAS**, this Project involves the construction of a new Lafayette Pool Complex; and

**WHEREAS**, on April 22, 2009, the City awarded the Project contract in the amount of \$4,884,000.00 to APS Contractors, Inc., (APS); and

**WHEREAS**, APS began performing the Project work on July 7, 2009; and

**WHEREAS**, the approval of change order nos. 1 through 5 has increased the total contract amount to \$5,338,653.00; and

**WHEREAS**, on November 3, 2010, an inspection of the pool plaster revealed severe crazing of the pool plaster; and

**WHEREAS**, crazing is a described as a mosaic pattern, alligator skin or hair-line cracks on the surface of the plaster when plaster is allowed to dry too quickly; and

**WHEREAS**, the areas of crazing become weak spots in the plaster, where cracking and eventual failure of the plaster occur; thus, shortening the life expectancy of the pool finish; and

**WHEREAS**, the City's pool consultant, Integrated Aquatics Engineering, Inc., found the plaster work unacceptable and recommended that the entire plaster finish be removed and replaced; and

**WHEREAS**, the City's Division of Architecture issued letters dated March 1, 2011 and March 11, 2011, to APS to take action to resolve the plaster problem; and

**WHEREAS**, by letter dated March 22, 2011, the City Architect advised APS that the plaster finishes of the competition pool and the activity pool were materially defective because of extensive crazing that had occurred throughout the pools; and

**WHEREAS**, the City drained the competition pool on April 28, 2011 in order to obtain a more detailed analysis of the scope of the problem; and

**WHEREAS**, a second pool consultant hired by the City to assess the problem, All State Technology, discovered that, in addition extensive crazing of plaster throughout the pool, numerous floor and wall sections of the pool were rough and abrasive; and

**WHEREAS**, this condition would be a serious hazard to anyone using the pool, causing cuts and bruises to the body; and

TITLE:

**RESOLUTION DECLARING APS CONTRACTORS, INC., IN DEFAULT OF ITS CONTRACT WITH THE CITY OF JERSEY CITY FOR THE PROJECT KNOWN AS LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018**

**WHEREAS**, the removal of the plaster, application of new plaster, and the curing process for the new plaster requires approximately four (4) to five (5) weeks time; and

**WHEREAS**, the City needs this work completed immediately so that the Lafayette Park Pool Complex can be used by the public this summer; and

**WHEREAS**, on May 4, 2011, the City Architect sent written notice to APS that it would have to agree to begin performing the corrective plaster work no later than May 16, 2011 and complete the work by May 20, 2011; and

**WHEREAS**, APS has not agreed to perform the corrective work; and

**WHEREAS**, pursuant to section GC-41 of the contract, the City may declare APS to be in material default of contract and terminate the contract.

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

1. The above recitals are incorporated herein by reference;
2. Pursuant to section GC-41 of the contract, the City declares APS to be in default of its contract with the City for the construction of the Lafayette Pool Complex because APS has not agreed to the Architect's directive to remove all of the plaster from the two pools and replace it with new plaster; and
3. The City's contract with APS is hereby terminated and the appropriate City officials are authorized pursuant to section GC-41 of the contract to take such actions as may be deemed necessary or appropriate to complete the Project so that the Lafayette Pool Complex will be open to the public this summer.

RR/cw  
5-11-11

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

## Memorandum

**To:** Peter Brennan, Council President and Members of the Jersey City Municipal Council  
**From:** Brian Weller, LLA, Director, Division of Architecture  
**Subject:** Lafayette Pool, Project No. 2006-018  
**Date:** May 11, 2011

---

The Jersey City Municipal Council awarded a construction contract in the amount of \$4,884,000.00 to APS Contractors, Inc. (APS) on April 22, 2009 for the construction of the new Lafayette Pool Complex, Project No. 2006-018 (Project). The complex includes two pools, a competition pool and an activity pool. APS began performing the Project work on July 7, 2009. The contract allowed for 270 calendar days to complete the Project, making the completion date April 3, 2010.

Because of unforeseen conditions and infrastructure design changes, an extension of time and contract price increases were granted to APS via change orders (1 through 5), establishing the completion date of July 24, 2010 and increasing the contract amount by an additional \$454,653.00. The City's Division of Architecture (Division) and the City's consultant for the project, RSC Architects (RSC), reviewed and recommended approval of the change orders before they were submitted to the City Council. A 6<sup>th</sup> change order request submitted by APS is still under review by the Division and RSC, and awaiting finalization. As of today's date, the Project is uncompleted and in its current condition the Lafayette Pool Complex cannot be used by the public.

The plaster finishes for the two pools were installed and completed on Friday, September 17, 2010. Filling of the pools began immediately after the plaster work was done. Filling of the

competition pool was completed on or about September 24, 2010. During the filling of the pools, the Division discovered crazing (described as alligator skin or mosaic patterns) on the plaster finish in several areas of both pools. The Division notified both APS and an employee of the pool subcontractor, Vincent Pools, about this condition.

The City's pool consultant, Mr. Ben Hanbicki of Integrated Aquatics Engineering, inspected the pools on November 3, 2010 and saw the same crazing that the Division had discovered. This crazing was photographed and described in a report Mr. Hanbicki prepared for the City. The crazing will develop into weak spots in the plaster, where cracking and failure will eventually occur.

The City established the date of substantial completion of the Project as January 11, 2011, subject to the review and inspection of the two pools in the Spring. From December 7, 2010 through March of 2011, the pools could not be thoroughly inspected by the City and its Project consultants because the pools were winterized and covered.

When the pools were inspected in mid-March, 2011, it was discovered that there was extensive crazing throughout the pools. Because both pools were filled with water, it was not possible to fully assess the extent of the plaster crazing defects. It is necessary to keep the pools filled with water as much as possible because of the high water table at the location of the facility. If the pools remain empty for too long a period of time, underground water pressure on the bottom of the pools can cause cracks to the pool shell, plaster finish and concrete deck, and damage the structural integrity of the pool shell.

On March 22, 2011, the Division advised APS that the pool plaster work was unacceptable and that all of the plaster had to be removed and replaced with new plaster. APS was also advised that the City needed the Lafayette Pool Complex ready for a public recreational event scheduled for the first week of June 2011.

On April 28, 2011, the competition pool was drained and a second consultant hired by the City, All State Technology (AST), inspected the competition pool. In addition to discovering extensive crazing of the plaster throughout the pool, AST discovered that numerous floor and wall sections of the pool were rough and abrasive. This condition would be a serious hazard to anyone using the pool. Upon completion of the inspection, the pool was refilled. The Division invited APS to attend the inspection of the empty pool, but APS did not attend.

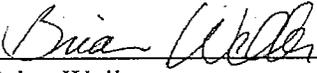
On April 29, 2011, APS asked and received the City's permission to drain the competition pool for a second time and the activity pool for the first time so that APS's consultant could examine the pools. Each draining and refilling costs approximately \$1743.80 in total for both pools. On May 2, 2011, AST issued a report to the City recommending that all of the plaster be removed from both pools and replaced.

On May 4, 2011, the City advised APS for a second time that the plaster work was rejected and that it would have to be removed and replaced with new plaster. APS was also advised that if it did not agree to begin performing the corrective work by Monday, May 16, 2011 and complete the work by Friday May 20, 2011, the Division would prepare a Certification to the Municipal Council recommending that APS be declared in default of its contract with the City. As of today's date, APS has not advised the City that it would begin performing the corrective work on May 16.

The Lafayette Pool Complex is an important new component to the recreational programs offered to City residents. Immediate action needs to be taken to correct the plaster problem because it will take four (4) to five (5) weeks to remove the old plaster, replace it with new plaster and allow it adequate time to cure before the pools are used. When the complex opens, it will be the first time that a public pool facility will be conveniently available to residents of this section of Jersey City. The time for completion set forth in the contract was reasonable, and it was reasonable to expect that

the Lafayette Pool Complex would be fully operational for the upcoming summer season. However, in its current condition, the pool is not safe for public use. For this reason and in accordance with general condition GC-41 of the contract between the City and APS, the Division is recommending that the Municipal Council declare APS to be in default of its contract with the City for violating material provisions of the contract and for refusing to prosecute the corrective work with due diligence.

I certify that the above statements are true and accurate to the best of my knowledge.

  
\_\_\_\_\_  
Brian Weller  
Director, Division of Architecture

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

City Clerk File No. Res. 11-302  
 Agenda No. 10.Z.9  
 Approved: MAY 11 2011  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE AMENDMENTS AND EXTENSION OF THE CURRENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIREFIGHTERS ASSOCIATION OF THE JERSEY CITY LOCAL 1066, AFL-CIO, CLC**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local 1066, AFL-CIO, CLC for amending and extending the terms of the existing collective bargaining agreement; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement listing the contract amendments and extending the contract through December 31, 2015; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local 1066, AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/3/11

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

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

Certification Required   
 Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/11/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

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



# CITY OF JERSEY CITY

## Office of the Business Administrator

Jerramiah T. Healy, Mayor  
John W. Kelly, Business Administrator

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone (201) 547-5146  
Fax (201) 547-4833

May 11, 2011

Dear Members of the Governing Body:

Attached, please find a proposed Resolution regarding a Memorandum of Agreement between the City and Fire Fighters, Local 1066. This Agreement amends the currently executed Collective Bargaining Agreement between the parties. As you know, the City was recently awarded an \$8.1M S.A.F.E.R. grant, enabling the City to hire Fire Fighters at no cost to the City for two years. The City took this opportunity to engage in negotiations with Local 1066 to extend the current Collective Bargaining Agreement in exchange for a number of changes to the contract which would primarily affect all newly hired Fire Fighters.

The union is currently voting on the terms and conditions of the Memorandum of Agreement. The final vote will not be tallied until 3 p.m. today. I wanted to provide you the opportunity to review the terms of the proposed Memorandum of Agreement as well as the attached spreadsheet projecting the financial impact to the City under the terms of the Agreement. The primary changes to the present collective bargaining agreement includes extending the contract 3 years and providing a 2.5% COLA each year. For this extension and stability the Firefighters agreed, for all new hires, to increase the number of steps from 7 to 10, and with the exception of step 10, freezing each step, reducing vacation and longevity schedules, and foregoing annual length of service terminal leave days. Effecting all Firefighters, co-pays for Rx benefits will be increased and authorized comp days has been reduced. Please contact me with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "John W. Kelly".

John W. Kelly  
Business Administrator

Attachments: proposed MOA  
FF Salary Scenarios (financial impact)

# FF Salary Scenarios

TOTAL SALARIES	2011	2012	2013	2014	2015	2016	2017	2018
Existing	\$37,931,260	\$40,540,355	\$41,033,779	\$42,132,964	\$43,069,296	\$44,150,740	\$43,932,896	\$46,528,346
Proposed	\$38,959,773	\$40,463,702	\$41,538,077	\$42,483,881	\$43,155,774	\$43,738,079	\$43,408,907	\$44,566,562
Grant Funded Portion (New Hires)	\$1,381,333	\$2,880,000	\$1,696,000	\$0	\$0	\$0	\$0	\$0
Difference <sup>1</sup>	\$352,820	\$2,956,654	\$1,191,703	(\$350,917)	(\$86,478)	\$412,661	\$523,989	\$1,961,784

<sup>1</sup> Salaries only (loaded costs shown below)

## HIRE/RETIRE (Both scenarios)

Existing	0/0	+15/-15	+15/-15	+15/-15	+15/-15	+15/-15	+15/-15	+15/-15
Proposed	64/0	0/15	0/15	0/15	0/15	0/15	+15/-15	+15/-15

## COLA

Existing	2.75%	2.75%	0.75%	2.00%	2.00%	2.00%	2.00%	2.00%
Proposed (top step)	2.75%	2.75%	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%

## OVERTIME

Existing	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Proposed	4.00%	3.00%	4.00%	5.00%	6.00%	7.00%	8.00%	8.00%

## SALARY STEPS (New Hires)

Existing	\$44,782	\$57,600	\$65,007	\$73,528	\$82,586	\$89,430	\$101,700	\$103,734
Proposed	\$37,000	\$45,000	\$53,000	\$61,000	\$69,000	\$75,000	\$80,000	\$84,000

## New Hires Analysis

	2011	2012	2013	2014	2015	2016	2017	2018
Salary	\$1,381,333	\$2,880,000	\$3,392,000	\$3,904,000	\$4,416,000	\$4,896,000	\$5,222,400	\$5,222,400
Benefits (30%)	\$414,400	\$864,000	\$1,017,600	\$1,171,200	\$1,324,800	\$1,468,800	\$1,566,720	\$1,566,720
Total	\$1,795,733	\$3,744,000	\$4,409,600	\$5,075,200	\$5,740,800	\$6,364,800	\$6,789,120	\$6,789,120
Grant funded	\$1,795,733	\$3,744,000	\$2,204,800	\$0	\$0	\$0	\$0	\$0
<b>CUMULATIVE GRANT DRAWDOWN</b>	\$1,795,733	\$5,539,733	\$7,744,533					

Existing: 7 step scale, hire 64 FFs in 2011, retire 15/yr 2012-2018

Proposed: 10 step scale, hire 64 FFs in 2011, retire 15/yr 2012-2018

Note: 109 FFs are eligible for retirement (25 years of service) between 2011-2018

MEMORANDUM OF AGREEMENT

Between

City of Jersey City, Hudson County, New Jersey

and the

Uniformed Fire Fighters Association of Jersey City,

I.A.F.F., LOCAL 1066, AFL-CIO, CLC

*THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE CURRENT CONTRACTUAL AGREEMENT DUE TO EXPIRE ON THE 31ST OF DECEMBER, 2012, EXTENDING SAID CONTRACT THROUGH THE 31ST OF DECEMBER 2015, AS FOLLOWS:*

*PREAMBLE*

THIS AGREEMENT, entered into this 2nd day of May, 2011, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called "the City," and the UNIFORMED FIRE FIGHTERS ASSOCIATION OF JERSEY CITY, I.A.F.F., LOCAL 1066, AFL-CIO, CLC, hereinafter called "the Union," represents the complete and full understanding on all negotiable issues between the City and the Union.

*ARTICLE 3*

*UNION PRIVILEGES*

G. *Modify this sentence to read; This provision shall be limited to a maximum of two (2) Fire Fighters who are on active duty, and shall be reduced to one (1) upon the*

05/08/2011

*execution of this agreement, and continue for a two (2) year period at which time it will return to two (2).*

ARTICLE 10  
VACATIONS

4. All Fire Fighters hired after the execution date of this agreement will receive annual vacations in accordance with the following schedule:

a. Up to the end of the first calendar year One (1) twenty-four (24) hour tour for each *four (4) months of service.*

b. Beginning the second year of service to the end of Four (4) years of service Six (6) twenty four (24) hour tours.

c. From Five (5) years of service to the end of Ten (10) years of service Eight (8) twenty four (24) hour tours.

d. From Eleven (11) years of service to the end of Fifteen (15) years of service Ten (10) twenty four (24) hour tours.

e. From Sixteen (16) years of service to the end of Twenty-Four (24) years of service Eleven (11) twenty four (24) hour tours.

f. From Twenty-Five (25) years of service to the end of Twenty nine (29) years of service Twelve (12) twenty four (24) hour tours.

g. Beginning the Thirtieth (30) year of service

Thirteen (13) twenty four (24) hour tours.

ARTICLE 11  
INSURANCE AND BENEFITS

G. Effective July 1, 2010, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

ADD:

1. Effective January 1, 2012, Brand Drugs shall have a \$22.00 co-pay retail for prescriptions up to a thirty (30) day supply.
2. Effective January 1, 2014, Brand Drugs shall have a \$24.00 co-pay retail for prescriptions up to a thirty (30) day supply.

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply. <i>**see increase for 2012, 2014 above</i>	\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1,000.00. Total ninety (90) day mail order would amount to \$150.00 in co-

05/08/2011

P. H. Retirees and their eligible dependents will be provided with the prescription coverage as set forth in Paragraph G above. In addition, retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments.

ADD: Effective January 1, 2012, retirees shall have an annual maximum out-of-pocket Cap that coincides with the State Health Benefits Prescription Plan Program maximum out-of-pocket cap for state retirees. Should the State adjust the retiree prescription Cap, the City shall make such changes accordingly.

## ARTICLE 12

### UNIFORMS AND UNIFORM MAINTENANCE

A. Effective immediately, Fire Fighters shall no longer be entitled to clothing maintenance. "Article 12" Section "A" shall therefore be deleted from the Collective Bargaining Agreement.

## ARTICLE 17

### PERMANENT REASSIGNMENT

N. All Fire Fighters hired after the execution of this agreement would be entitled to bid for any permanent position commencing after the completion of three (3) years of service.

## ARTICLE 21

### HOLIDAYS & COMPENSATORY TIME OFF

05/08/2011

G. The City will grant the utilization of a compensatory day for any Fire Fighter. The approval of such compensatory day shall be granted to three-percent of those Fire Fighters assigned to fire suppression duties within the Fire Department. This shall apply seven days per week. Further, said minimum Fire Fighters shall be granted to use compensatory days off on the following holidays:.....ADD *New Year's Night*.

ARTICLE 22  
SALARIES AND LONGEVITY

A. Salaries. Employees hired prior to the execution of this agreement will receive cost of living adjustments equal to the following:

- 2013: 2.50%
- 2014: 2.50%
- 2015: 2.50%

Effective June 1, 2011, employees hired prior to the execution of this agreement shall receive Seven-Hundred and Fifty (\$750) added to their base salary.

Employees hired after the execution of this agreement will receive annual salaries in accordance with the following schedule:

	2011	2012	2013	2014	2015
Starting	\$37,000	\$37,000	\$37,000	\$37,000	\$37,000
2	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
3	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000
4	\$61,000	\$61,000	\$61,000	\$61,000	\$61,000
5	\$69,000	\$69,000	\$69,000	\$69,000	\$69,000

6	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
7	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
8	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000
9	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000
10	\$91,510	\$94,027	\$96,377	\$98,787	\$101,256

B. Longevity. For employees hired after the execution of this agreement, Longevity will be computed as a percentage of base pay in accordance with the following schedule:

Beginning First Day of Year	Through Last Day of Year	Percentage of Base Pay
6	10	2
11	15	4
16	20	6
21	24	8
25	27	10
28	Each thereafter	12

**ARTICLE 28  
TERMINAL LEAVE**

E. The Terminal Leave for all Fire Fighters hired after the execution of this agreement shall be prorated the final year of employment.

F. All Fire Fighters hired after the execution of this agreement who retire will only receive a mandatory cash payment in lieu of time off for any unused vacation time and compensatory time to a maximum of the final annual salary to which the Fire Fighter is entitled for his/her last year of service.

G. Paragraphs A & B above shall not apply to those Fire Fighters hired after the execution of this agreement.

ARTICLE 42  
CONTRACT AGREEMENT

A. In the event that the City and the Union have not agreed by January 1, 2016 upon the terms and conditions of employment of the Fire Fighters for the contract period commencing January 1, 2016, then the terms and conditions of this contract shall remain in full force and effect without prejudice until a successor agreement is executed.

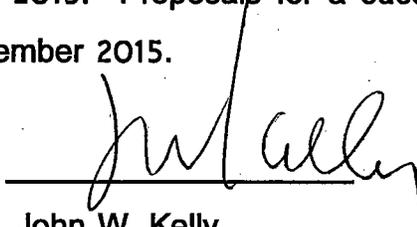
ARTICLE 47  
DURATION OF AGREEMENT

THIS AMENDED AGREEMENT shall be effective as of the execution date and shall terminate on midnight, the 31<sup>st</sup> of December 2015. Proposals for a successor agreement may not be submitted prior to the 1<sup>st</sup> of September 2015.

Date 5/9/11

WITH AMENDMENTS ART. 11 & 21

  
\_\_\_\_\_  
Joseph W. Krajnik  
President, Local 1066

  
\_\_\_\_\_  
John W. Kelly  
Business Administrator

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

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

City Clerk File No. RES. 11-303

Agenda No. 10. Z. 10.

Approved: MAY 11 2011

TITLE:



## **RESOLUTION REJECTING THE SETTLEMENT PROPOSED BY 212 MARIN BOULEVARD, LLC, et als vs. THE CITY OF JERSEY CITY IN THE MATTER KNOWN AS THE SIXTH STREET EMBANKMENT LITIGATION**

### **COUNCIL**

### **Offered and Moved Adoption of the Following Resolution:**

**WHEREAS**, the Sixth Street Embankment located between two Residential National Historic Districts, consisting of 6 elevated blocks, formerly used as a rail line for freight, and itself designated as an historic landmark on the New Jersey Register of Historic Places, is also suitable for light rail use, and trail purposes [Embankment]; and

**WHEREAS**, current zoning (and recent Council rulings) provide for a maximum density of 222 units on the Embankment and at the grade parcels; and

**WHEREAS**, as the result of litigation over the rights to own and develop the Embankment, brought by several limited liability companies controlled by Steve and Victoria Hyman [Hyman], against the City of Jersey City, its employees or boards, and others, there are presently 10 cases pending before various State and federal tribunals, including the most recent filing a Strategic Litigation Against Public Participation ("SLAPP") suit; and

**WHEREAS**, the SLAPP suit was filed against, not only the City and its employees and the Embankment Preservation Coalition and the Rails to Trails Conservancy and its members, but also the attorneys engaged by the defendants to defend them in the various lawsuits; and

**WHEREAS**, approximately one week before filing the SLAP lawsuit, Hyman proposed a settlement of all the litigation, a copy of which is attached hereto; and

**WHEREAS**, the settlement proposes to include additional property owned by Conrail which is not presently the subject of any litigation; require the City to pay Hyman either \$5 or \$10 million for 2 of the original Embankment parcels provided the City allows Hyman to transfer development rights in the property and the City deed restricts its parcels to use as public park, with Hyman having no obligation to improve the parcels for such use; and allow a 60 foot wide reservation area for Light Rail but only on the Conrail Property and only so long as it can be done "without interfering with or impairing development" of the Embankment property; and

**WHEREAS**, the settlement also proposes to require the City to amend its land use regulations to allow a minimum density of 1800 residential units within the remaining Sixth Street Embankment parcels, 4,000 residential units on the Conrail property, and 2 million square feet of commercial space, "without any restrictions under programs of historic preservation, or otherwise, whatsoever"; with height "as necessary" to permit such density, and "in no event shall any requirement for open space exceed 15% of the total Conrail property"; and

**WHEREAS**, the settlement also proposes to require the City to approve long term tax abatements to the property and if the City does not, even if approval is prohibited by future amendments to state law, the City must waive all fees associated with any permit or activity, for construction, demolition or redevelopment of the Embankment and Conrail properties; and prohibit the City from approving tax abatements for any other residential project in Ward E; and

**WHEREAS**, the deeds to all of the Embankment parcels controlled by the Hymans, describe them as part of a line of railroad, for which no abandonment authorization has ever been obtained, thus calling into question the ability of Hyman to perform under the proposed settlement because railroad lines under federal law cannot be devoted to non-rail use absent a federal abandonment authorization; and

TITLE: **RESOLUTION REJECTING THE SETTLEMENT PROPOSED BY 212 MARIN BOULEVARD, LLC, et als vs. THE CITY OF JERSEY CITY IN THE MATTER KNOWN AS THE SIXTH STREET EMBANKMENT LITIGATION**

**WHEREAS**, the Municipal Council of the City of Jersey City, has carefully considered the terms of the proposed settlement both by reviewing and discussing the terms thereof in executive session.

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that: the settlement as proposed does not serve the best interests of the City of Jersey City and accordingly, the City of Jersey City hereby rejects it.

5/11/11

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

Certification Required   
Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/11/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

**“Schedule A”**

**WATERS, MCPHERSON, MCNEILL**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

300 LIGHTING WAY

P.O. Box 1560

SECAUCUS, NEW JERSEY 07096

**DANIEL E. HORGAN**

MEMBER OF N.J., N.Y. & D.C. BARS

OFFICE DIRECT DIAL: 201-330-7453

CELL and VOICE MAIL: 201-926-4402

E-MAIL: [dehorgan@lawwmm.com](mailto:dehorgan@lawwmm.com)

April 12, 2011

William C. Matsikoudis, Esq.  
Corporation Counsel  
City of Jersey City  
280 Grove Street  
Jersey City, NJ  
[MatsikoudisW@jcnj.org](mailto:MatsikoudisW@jcnj.org)

John J. Curley, Esq.  
Harborside Financial Center  
1202 Plaza Ten  
Jersey City, NJ 07311  
Attorney for City of Jersey City  
[jcurley@curlaw.com](mailto:jcurley@curlaw.com)

**RE: PROPOSED SETTLEMENT AND CONSENT ORDER  
SIXTH STREET EMBANKMENT PROPERTIES**

Gentlemen,

Our client has authorized us to provide you with the accompanying document to end the disputes and litigation that have continued for over five years. These terms give consideration to the interests of the City and to all parties, but the overarching goal is to provide for the meaningful and productive use of over 25 acres of property in the heart of Jersey City that can help the City and its taxpayers in these most difficult economic times.

There is nothing new in any of the mechanisms or proposals to resolve these disputes, nor are there new issues. It is all too old. What we propose is a full and transparent consideration of the enclosed offer. Everyone in Jersey City should have an equal opportunity to comment, but we are providing this proposal first for the

William C. Matsikoudis, Esq., Corporation Counsel  
John J. Curley, Esq., Attorney for Jersey City  
**RE: PROPOSED SIXTH STREET SETTLEMENT**  
April 12, 2011; Page 2

consideration of the City Council upon your advice and recommendations. Please bring this to the Council forthwith.

This proposal to the City comes from the owners of the Embankment Properties only. All others are invited to join. It is structured to empower the City to end all disputes now by authorizing its execution by Corporation Counsel. We would certainly welcome Conrail to join as a party and the agreement provides for that opportunity. We also welcome all third parties to join and receive, along with the City, its officers and employees, a full release and settlement of all claims.

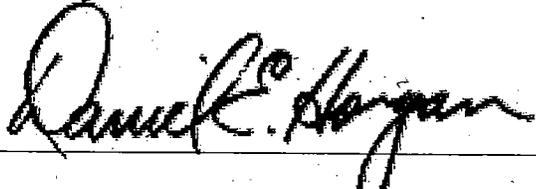
It is a workable alternative to continued litigation and should prove attractive with provisions for sound urban planning, improved mass transit and useable open space and parks. But most importantly, it will enable the City to seize opportunities to grow and improve that are not easy to come by, and too easily forsaken.

We hope to hear from you on the Council's position on this matter soon. Thank you.

Very truly yours,

WATERS, McPHERSON, McNEILL, P.C.

BY: \_\_\_\_\_

  
DANIEL E. HORGAN

**Enclosure: Proposed Settlement & Consent Order w/ partial exhibits**

**Transmitted by e-mail only**



212 MARIN BOULEVARD, LLC;  
247 MANILA AVENUE, LLC;  
280 ERIE STREET, LLC;  
317 JERSEY AVENUE, LLC;  
354 COLE STREET, LLC;  
389 MONMOUTH STREET, LLC;  
415 BRUNSWICK STREET, LLC; and  
446 NEWARK AVENUE, LLC,

Plaintiffs,

vs.

CITY OF JERSEY CITY, JOANNE  
MONAHAN, THE PLANNING BOARD  
OF JERSEY CITY, JERSEY CITY  
HISTORIC PRESERVATION  
COMMISSION, JERSEY CITY ZONING  
BOARD OF ADJUSTMENT and JOHN  
AND JANE DOES ONE (1) through  
TWENTY (20),

Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

Docket Number: HUD-L-4908-05

Civil Action

SETTLEMENT AND CONSENT ORDER

In respect of a Settlement agreed to, and with the consent of the present parties to this action, those who join in this Settlement and Consent Order in anticipation of being joined as defendants, and in the common interests of all concerned as presented to the Court by the terms hereof, it is on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 **ORDERED:**

#### **PARTIES**

1. The Parties to be bound by this Settlement and Consent Order have agreed to a Settlement, resolution and release of all claims and disputes in the manner provided for herein. The purpose and intent of this Settlement and Consent Order is to ensure that the intent of the

April 12, 2011

parties is fully achieved through voluntary compliance with an Order of the Court, while providing for enforcement as may be necessary.

2. The Parties to be bound by this Settlement and Consent Order shall include:

a. All named Plaintiffs consisting of eight limited liability corporations, together with Victoria Hyman, Steven Hyman, and their heirs, executors and assigns (collectively with the persons in sub-paragraph b, below (“**Property Owners**”).

b. All persons, business or corporate entities, employees, agents and others engaged by or acting on behalf of all the named plaintiffs, Victoria Hyman or Steven Hyman.

c. The City of Jersey City.

d. Present or former Elected Officials of the City of Jersey City

e. Present or former Appointed Officials, and Employees of the City of Jersey City including without limitation all members of its Law Department, and Planning Department, and also including without limitation Joanne Monahan, Esq.

f. Present or former Members of all Boards and Commissions of the City of Jersey City whose members serve on a voluntary basis, whether or not such members may be considered Appointed Officials, including without limitation all members of the Jersey City Historic Preservation Commission, Planning Board and Zoning Board of Adjustment.

g. The Jersey City Redevelopment Agency, together with all of its present or former members, executive directors, and employees.

h. All persons, business or corporate entities, employees, agents and others similarly engaged or situated serving or engaged by the City of Jersey City on behalf of itself or any Board, Commission, Department or Agency, including without limitation the Jersey City Redevelopment Agency.

i. Charles Montagne, Esq. an attorney-at-law of the State of Washington, having an office at 426 NW 162nd Street, Seattle, Washington 98177.

j. The Rails to Trails Conservancy, a not-for-profit organization located at 2121 Ward Court, NW, 5th Floor Washington, D.C. 20037, together with its Directors, Staff, Employees, and attorneys, including without limitation Andrea Ferster, Esq., at attorney-at-law of Washington, D.C. with an office at 2121 Ward Court, N.W., 5th Floor, Washington, D.C. 20037.

k. The Pennsylvania Railroad Harsimus Stem Embankment Coalition, a New Jersey, a not-for-profit corporation with offices at 495 Monmouth Street, Jersey City, NJ 07302, together with its Trustees, Directors, Officers, Members, agents and employees, and including without limitation Maureen Crowley and Stephen Gucciardo.

3. The Parties to be denominated as **Plaintiffs** and bound by this Settlement and Consent Order shall be all those persons or entities identified in paragraphs 2a and 2b hereof. Consolidated Rail Corporation ("**Conrail**") shall not be considered a party to this settlement unless and until it consents to become a party as evidenced by the signature of its duly authorized attorney hereon, at which time it shall be denominated as an additional Plaintiff.

4. The Parties to be denominated as **Defendants** and bound by this Settlement and Consent Order shall be all those persons and entities identified in paragraphs 2c through 2k hereof.

5. Those presently within the jurisdiction of the Court by virtue of their having been previously served in this Civil Action shall be bound to this Settlement and Consent Order by the signature of their respective attorneys hereon. Such persons and entities, together with their officers, directors and employees shall be beneficiaries of this settlement without the need to be

individually named. The signature of any attorney for any Defendant denominated in paragraphs 2c through 2h shall constitute a certification that such defendant is within the class of defendants identified, that they have received a copy of this Settlement and Consent Order, that they consent to its entry as an Order of the Court binding upon them in all respects, and that they have received a complete copy and freely acknowledged a full understanding of its terms and conditions.

6. Any person identified or denominated in paragraphs 2i through 2k shall execute their consent to this Settlement and Consent Order either personally, or through counsel who shall make an appearance on their behalf. The signature of any attorney for any Defendant denominated in paragraphs 2i through 2k shall constitute a certification that such defendant is within the class of defendants identified, that they have received a copy of this Settlement and Consent Order, that they consent to its entry as an Order of the Court binding upon them in all respects, and that they have received a complete copy and freely acknowledged a full understanding of its terms and conditions.

### SETTLEMENT AND RELEASE

7. The Civil Actions and Administrative Proceedings now pending in the United States Court of Appeals for the District of Columbia, the Superior Court of New Jersey, Appellate Division and Law Division, and all administrative proceedings before the New Jersey Government Records Council and all Boards, Commissions or agencies of the City of Jersey City shall be dismissed and terminated, with prejudice, by counsel for the respective parties by separate filings in the respective Courts or agencies in the manner provided for herein. A complete listing of such actions to be dismissed is attached to this Settlement and Consent Order as **Exhibit A**. No person subject to this Settlement and Consent Order shall now or hereafter,

April 12, 2011

directly or indirectly, bring or promote any alternative, substitute or similar action in the place of any such dismissed action.

8. Each Party subject to this Settlement and Consent Order shall be released from all claims and causes of action that have been brought or could have been brought, arising or connected in any way with the subject matter hereof, by any other party as of the date hereof, this Settlement and Consent Order serving as a final adjudication of all such claims. By the terms of their Consents affixed hereon, all Parties have agreed not to appeal any provision hereof and agree that in exchange for the benefits of settlement they waive all rights of appeal.

#### **NATURE AND BENEFITS OF SETTLEMENT**

9. The subject matter of this Settlement and Consent Order are the real properties in Jersey City owned by the eight corporate Plaintiffs and commonly known as the Sixth Street Embankment, together with all of the owners' State and Federal constitutionally protected property rights in such properties. The implementation of this Settlement involves the property and development of the Sixth Street Embankment, the coordination of that development with other properties, and the judicially vested right to receive benefits of such development to the degree provided for herein, without hindrance or delay for any reason or cause. Nothing in this Settlement and Consent Order shall be construed to endanger the public health or safety, but the public welfare as advanced under local ordinance and state law shall give way to the implementation of this Settlement.

10. This settlement has been reached after careful consideration by the parties of their respective interests, and those interests have been tested in much litigation under State and Federal law. The parties acknowledge that such litigation has allowed them to test the enforceable boundaries of their respective rights and interests, and to better enable them to

April 12, 2011

understand the limitations of further litigation, upon which understanding they have consented to all of the provisions of this Settlement and Consent Order.

11. Among the considerations put forth by the parties, and upon which they seek to avoid further disputes and controversy, submitting this Settlement and Consent Order to the jurisdiction of the Court for adjudication and, if necessary, enforcement are the following:

a. Since the elimination of rail service on the Sixth Street Embankment over fifteen years ago, the property has remained vacant, unutilized and has provided no material benefit to its owners, to the City, or to its residents.

b. The historic designation of the Sixth Street Embankment is outweighed by the public interest in this Settlement and the entry into this Settlement and Consent Order.

c. The cost of litigation to all Parties has allowed each of them to advance their interests and assess the benefits thereof as indicated in paragraph 10, above. The ability to settle these matters makes further costs of litigation unwarranted.

d. The risks of further litigation to the parties is unwarranted by the prospects for advancing the public interest in the Sixth Street Embankment or vindicating the rights of Plaintiffs in any potential damage claim against the City or others.

e. The present controversies and the threat of further litigation injure the public interest by hindering more productive planning, zoning and development of the Sixth Street Embankment, as well as other properties that would benefit from such planning, zoning and development.

## SETTLEMENT PROVISIONS

12. The Property Owners seek the right to develop their properties without interference or restriction, and in any manner and to a degree that will compensate them for past delays, expenses, and damages through the vesting of rights to certain land use approvals provided for herein.

13. The City seeks a means to provide value in this settlement to the Property Owners without incurring present or future financial obligations, and also seeks the integration of this settlement into a comprehensive proposal for the development and redevelopment of the property and adjacent properties together with the acquisition of public park lands. The City accepts the land-use provisions of this Settlement and Consent Order as reasonable measures taken in the Public Interest to provide a means of achieving these goals.

14. The other parties to this Settlement agree that the settlement provisions hereof provide for a reasonable and effective means of resolving all disputes by providing the benefits of settlement identified herein. Each of them commits to the process between the City and the Property Owners for the resolution of these matters through the Land-Use Provisions of this Settlement.

## LAND-USE PROVISIONS

15. The parties agree that certain properties owned by the Property Owners and listed on **Exhibit B** meet the criteria for property in need of redevelopment as contained within NJSA 40 A:12 A-5 and that certain adjacent properties, also listed on **Exhibit B**, are necessary and integral to the redevelopment of the entire group of properties listed on **Exhibit B** (collectively the “**Embankment Property**” or “**Embankment Properties**”).

16. The parties agree that certain property owned by Consolidated Rail Corporation ("Conrail") and listed on **Exhibit C** likewise meets the criteria for property in need of redevelopment ("Conrail Property"). The Conrail Property has an important relationship to sound redevelopment planning of the Embankment Property and is uniquely suited as a hub that can be served by mass transit to permit significant levels of urban development. The parties agree that they will include the Conrail Property in the land use planning for a resolution of the present matters.

17. The City agrees that upon the execution of this Settlement and Consent Order it will take the following actions:

- a. Take title to two parcels of the Embankment Property from 317 Jersey Avenue, LLC, and 354 Cole Street, LLC by deeds in lieu of condemnation for a total consideration of five million dollars allocated to each parcel as Plaintiffs may determine and, net of any taxes or any other claims, set-offs or deductions. The transfer and all documents relating to it will be in accord with this Settlement and Consent Order and there will be no residual or later claims or setoffs of any kind whatsoever such claims being forever barred by the terms hereof. The transfer by these Property Owners shall not exclude them from the benefit of any provision of this Settlement and Consent Order, nor serve to diminish the collective benefit to all Property Owners, but the deed to the City shall restrict it from thereafter transferring title to any party except for use as a public park.
- b. Adopt a comprehensive redevelopment plan for the combined Embankment Properties and Conrail Property that is consistent with all of the provisions contained herein, and take all necessary and appropriate steps as required by law

to adopt and implement such plan in settlement of these matters. Upon such plan becoming final and non-appealable, and the rights hereunder vesting in the Property Owners of the Embankment Properties or their designees, then the release provisions provided for in paragraph 5 shall become effective to the benefit of all eligible parties, the parties shall dismiss all litigation to the degree and in the manner provided for herein, and this Settlement and Consent Order shall become final and non-appealable as provided for herein.

18. Minimum development rights as follows are vested in the Property Owners of the Embankment Properties. For purposes of securing the enjoyment of such rights, any rights not used by any of the Property Owners may be transferred to any other for use within the Embankment Properties, the Conrail Property or any adjacent properties owned or acquired by Plaintiffs.

- a. Density of residential development of 1,800 dwelling units within the property described on **Exhibit B**.
- b. Parking for the aforesaid dwelling units on or off-site at a rate of one unit per dwelling unit.
- c. Height as necessary to permit density consistent with open space and other reasonable at-grade requirements.
- d. Rights and franchise to construct crossings above municipal streets between each of the six Embankment Properties and the right, but not the obligation, to make improvements to open space within the two Embankment Properties to be conveyed to the City. The City shall cooperate fully with the Property Owners to facilitate and implement any such improvement proposed by the owners, and shall

consult with the owners on the design and implementation of any improvements proposed by the City. The party making such improvements shall bear the full cost and expense of making the improvements and shall thereafter be solely responsible for the proper and continued maintenance thereof. No improvement shall be made that limits, frustrates, or unreasonably adds to the cost of enjoyment or implementation of any of the rights or benefits of the other land use provisions hereof, or any other right or benefit conferred upon the Property Owners and such improvements may provide amenities for use by the adjacent properties

- e. Access and curb cuts from adjoining public streets at grade to permit pedestrian and vehicular access to entry points to at grade and above grade development on each block of the Embankment Properties.
- f. All rights of ownership and development herein shall be without any restrictions under programs of historic preservation, or otherwise, whatsoever.

19. Minimum development rights vested in the owner and designated redeveloper of the Conrail Property described on **Exhibit C** are as follows:

- a. Density of development of a combination of 4,000 dwelling units, plus 2 million square feet of commercial space, with the ability to develop a mix of more or less residential or commercial uses as may be suitable for the site, its access and utilities but within the overall gross limit of development as provided for the property.
- b. Parking for the aforesaid uses consistent with feasible and developable access proposals and mass transit facilities as are available to the site at the time of development proposals.

- c. Height as necessary to permit density.
  - d. Rights and franchise to construct crossings above municipal streets and to connect thereto as may be necessary to secure sufficient vehicular, pedestrian and mass transit access to the Conrail Property.
20. The following restrictions, but no other material development restrictions, shall be imposed upon the Conrail Property listed in **Exhibit C**:
- a. Open space shall be limited in scope to provide reasonable setbacks from other uses, and pedestrian circulation, but all such property devoted to open-space shall remain in private ownership, subject only to reasonable rights of public access not detrimental to the development constructed upon Conrail Property. In no event shall any requirement for open space exceed 15% of the total area of the Conrail Property, and such open-space shall include all areas devoted to mass transit or transportation corridors, pedestrian pathways, parks or similar uses.
  - b. Existing railroad rights of way may be excluded from the development area of the Conrail Property but such exclusion shall not diminish density nor require setbacks from such right of way.
  - c. Reservation of areas for Light Rail rights-of-way up to 60 feet in width, provided that such areas are in the location of present or former railroad tracks and provide reasonable means of connecting future light rail service between the existing Journal Square PATH station and existing Hudson/Bergen Light Rail Transit System tracks in the vicinity of 18th St. and Jersey Avenue, without interfering with or impairing development of the Embankment Properties.

21. The comprehensive redevelopment plan for the Conrail Property and the Embankment Properties, and the provisions of this Settlement and Consent Order shall further require the following limitations upon takings by eminent domain by the City or its Redevelopment Agency, or any governmental or party acting on their behalf:

- a. There shall be no taking by eminent domain of any Embankment Properties held by the Property Owners, their successors or assigns.
- b. Taking of any portion of the Conrail Property which is otherwise subject to the exercise by the City or its Redevelopment Agency of the power of eminent domain shall only be permitted upon the failure of Conrail, or its designee as preferred redeveloper, to enter into a redevelopment agreement with the City or its Redevelopment Agency within 5 years after notice given by the City to Conrail that it has received proposals from one or more qualified developers for redevelopment the Conrail property pursuant to a fair and open Request for Proposals issued by the City or its Redevelopment Agency. Such notice shall also be contemporaneously given to the Property Owners of the Embankment Properties who shall thereupon have an opportunity to enter into an agreement with Conrail for the development of the property, or with the City or its Redevelopment Agency for such development and with a requirement that such redevelopment commence within five years from the date of such agreement.

22. The parties anticipate that the provisions of the comprehensive redevelopment plan as it pertains to the Embankment Properties will fully reflect the intent of this Settlement and permit the development of the Plaintiffs Property without need for any variances, conditions, or impositions (aside from the statutory requirements of other governmentally

required permits) and no historic preservation, esthetic or similar restrictions shall apply to the Embankment Properties. The detailed provisions of such plan must, as a minimum, permit high quality development as heretofore depicted in plans prepared by Dean Marchetto. Should any aspect of the Land Use Provisions adopted by the City not permit the development of this plan as of right, then the City and those responsible for such plan shall be in contempt of this Order.

### IMPLEMENTATION

23. Upon the approval of this Settlement and Consent Order by the City Council of the City of Jersey City and its execution by the Corporation Counsel of Jersey City, its terms and conditions shall become fully binding upon the City, its agencies, officers, employees. The City and the Property Owners shall forthwith thereafter proceed to dismiss all litigation identified in **Exhibit A** that involves no other parties. In such matters where other parties are involved and the matter cannot be dismissed by the City and Property Owners alone, the City shall withdraw from participation in and support of the action. Nothing in this prohibition shall require the Property Owners to withdraw from any action where additional third parties identified in paragraph 2 of this Stipulation and Consent Order are present, but thereafter in such action the Property Owners shall not make or pursue any claim against the City.

24. The dismissal of any action listed in **Exhibit A** shall not be with prejudice against any Defendant who fails or refuses to join in this Settlement and Consent Order and the Plaintiff Property Owners may thereafter bring any claim in any court of competent jurisdiction arising from the matters otherwise settled herein against such Defendant or any other person but not against any person or entity bound by this Settlement and Consent Order.

25. Plaintiffs (which shall include Conrail if it has elected to join in this Settlement and Consent Order as provided in paragraph 6), shall jointly provide the City with a proposed

Plan of Development for the combined properties as proposed by the Scope of Work in **Exhibit**

**D.** Upon the receipt of such Plan, the City shall proceed with all deliberate speed in the implementation of the Land-Use Provisions hereof and in doing so which shall cooperate fully with the property owners and give due consideration to all proposals, suggestions, and recommendations made by them or on their behalf in the Plan of Development and otherwise. Any substantial or material deviation by the City in its implementation of the Land-Use Provisions from the Plan of Development shall raise a presumption that City has failed to comply with the provisions of this Settlement and Consent Order. The City shall forthwith produce a schedule for the full implementation of all of the Land-Use Provisions herein and shall submit such schedule to the Property Owners through their counsel within 30 days of the execution of this Settlement and Consent Order by the Court. Such schedule shall provide for the completion and full implementation thereof within 6 months thereafter and shall provide specific dates for the completion of each successive task, including the scheduling of public meetings and hearings. Should any individual acting or failing to act on behalf of the City fail to comply with such schedule, or cause any unreasonable delay, they shall be subject to punishment for contempt in proceedings before the Court upon motion brought by the Property Owners.

26. The City and the Property Owners stipulate and agree that long-term tax abatement will be made available on such terms and conditions as such abatements are issued to other properties at the time of application for such abatement by the property owners or their successors in interest for the Embankment Properties or the Conrail Property. The parties agree that the eligibility for tax abatement for each and every portion and project within the Embankment Properties and the Conrail Property is a material inducement to the Property Owners entering into this Settlement and Consent Order in satisfaction of claims for damages for

constitutional violations having substantial monetary value. In the event that such abatements are not made available by the City for any reason, including statutory prohibitions in the future, then and in that event: a) the City shall waive all filing fees, escrows, inspection fees, construction permit fees (including all Uniform Construction Code and sub-code permit fees), certificate of occupancy fees, or any other fee associated with any permit, or activity in connection with the demolition, remediation, construction, development or redevelopment of the Embankment Properties or the Conrail Property; and, b) the City shall not grant long term tax abatement to any other residential multi-unit project within Ward E in order to avoid creating a competitive and financial disadvantage to the development envisioned in this Settlement and Consent Order within ten years from the denial or unavailability of such abatement to any of the Embankment Properties or the Conrail Property.

27. All requirements of this Order, together with all steps reasonably incident thereto shall be performed by the parties specifically charged with such performance and by any other party not specifically charged which holds the power and authority to perform those acts or any act necessary or incident thereto. Such obligations constitute the ORDER of the COURT.

28. All parties not obligated with the performance of an act as set forth in the preceding paragraph are hereby ENJOINED from hindering, interfering, delaying or otherwise frustrating, or attempting to frustrate, such acts to be performed in the discharge of this Order.

29. The City and Plaintiff Property Owners may agree to modifications of this Order as to the Land-Use Provisions or the schedule for the Implementation thereof in order to more fully, fairly and economically accomplish the purposes of this settlement without the consent of any individual party hereto.

30. By entering this Order, the Court is merely memorializing the settlement of these matters by and between the parties. However, as to any third party not a party to the settlement agreement, the entry of this Order is not intended to indicate or to be understood to reflect that the Court has prejudged the validity of any past action(s) of the parties and/or any future action(s) of the parties necessary to effectuate the terms of this Settlement Agreement. Further, the above proviso notwithstanding, the Settlement Agreement is deemed as binding by and between the parties to same and thus is subject to enforcement by the Court.

# **EXHIBIT A**

## **Schedule of Litigation**

April 12, 2011

CASE	PLAINTIFF	DEFENDANT
<p>Bogdan Litigation or Subdivision</p> <p>Docket No.: HUD-L-4908-05</p>	<p>212 MARIN BOULEVARD, LLC, 247 MANILA AVENUE, LLC, 280 ERIE STREET, LLC, 317 JERSEY AVENUE, LLC, 354 COLE STREET, LLC, 389 MONMOUTH STREET, LLC, 415 BRUNSWICK STREET, LLC, 446 NEWARK AVENUE, LLC and CLAUDIA JASTRZEBSKI, Plaintiffs,</p>	<p>CITY OF JERSEY CITY, JOANNE MONAHAN, ASSISTANT CORPORATION COUNSEL AND THE PLANNING BOARD OF THE CITY OF JERSEY CITY, Defendants.</p> <p>and</p> <p>CITY OF JERSEY CITY, Third-Party Plaintiff,</p> <p>v.</p> <p>CONSOLIDATED RAIL CORPORATION, Third-Party Defendant.</p>
<p>City's Condemnation Action</p> <p>Docket No.: HUD-L-5037-05</p>	<p>City of Jersey City v. 446 Newark Avenue, LLC, et al.</p>	
<p>STB Declaratory Action</p> <p>Docket No.: 34818</p>		
<p>Historic Preservation Litigation or HP or Challenge to Ordinance 03-010</p> <p>Docket No.: HUD-L-4683-05</p>	<p>212 MARIN BOULEVARD, LLC, 247 MANILA AVENUE, LLC, 280 ERIE STREET, LLC, 317 JERSEY AVENUE, LLC, 354 COLE STREET, LLC, 389 MONMOUTH STREET, LLC, 415 BRUNSWICK STREET, LLC, and 446 NEWARK AVENUE, LLC, Plaintiffs,</p>	<p>CITY OF JERSEY CITY, THE PLANNING BOARD OF THE CITY OF JERSEY CITY and JERSEY CITY HISTORIC PRESERVATION COMMISSION, Defendants.</p>
<p>Denial of subdivision and site plan approval for the Monmouth, Jersey, Erie and Cole LLC's</p> <p>Docket No.: HUD-L-804-06</p>	<p>389 MONMOUTH STREET, LLC, 317 JERSEY AVENUE, LLC, 280 ERIE STREET, LLC, 354 COLE STREET, LLC, Plaintiffs,</p>	<p>HISTORIC PRESERVATION COMMISSION OF THE CITY OF JERSEY CITY and THE PLANNING BOARD OF THE CITY OF JERSEY CITY, Defendants.</p>
<p>Challenge to Ordinances 170 and 176</p>	<p>12 MARIN BOULEVARD, LLC, 247 MANILA AVENUE, LLC, 280 ERIE STREET, LLC,</p>	<p>CITY OF JERSEY CITY, THE CITY PLANNING BOARD OF THE CITY OF JERSEY CITY and</p>

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Docket No.: HUD-L-800-0	317 JERSEY AVENUE, LLC, 354 COLE STREET, LLC, 389 MONMOUTH STREET, LLC, and 446 NEWARK AVENUE, LLC, Plaintiffs,	JERSEY CITY HISTORIC PRESERVATION COMMISSION, Defendant
City case challenging subdivision approval by the Planning Board for the Brunswick Street parcel  Docket No.: HUD-L-1554-06	CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, Plaintiff,	415 BRUNSWICK STREET, LLC, CLAUDIA JASTRZEBSKI, SLH HOLDING CO., LLC, and PLANNING BOARD OF THE CITY OF JERSEY CITY, Defendan
Marin and Manila  Docket No.: HUD-L-4883-06	247 MANILA AVENUE, LLC and 212 MARIN BOULEVARD, LLC, Plaintiffs,	JERSEY CITY ZONING BOARD OF ADJUSTMENT and BARBARA A. NETCHERT, IN HER CAPACITY AS ZONING OFFICER OF THE CITY OF JERSEY CITY, Defendants.
Challenge of refusal to hear COA applications  Docket No.: HUD-L-2451-08	212 MARIN BOULEVARD, LLC, 247 MANILA AVENUE, LLC, 280 ERIE STREET, LLC, 317 JERSEY AVENUE, LLC, 354 COLE STREET, LLC, 389 MONMOUTH STREET, LLC, Plaintiffs,	HISTORIC PRESERVATION COMMISSION OF THE CITY OF JERSEY CITY and THE CITY OF JERSEY CITY, Defendant.

# **EXHIBIT B**

## **Embankment Property**

**[To Be Supplied]**

# **EXHIBIT C**

## **Conrail Property**

**[To Be Supplied]**

# **EXHIBIT D**

**Plan of Development**

**Scope of Work**

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**EXHIBIT D – Plan of Development - Scope of Work :**

- 1 . Identify and locate railroad uses and other development restrictions on the properties.
- 2 . Prepare studies to plan the best layout of uses of the tract for a mixed use development to include:
  - 4,000 dwelling units
  - light rail line extension to Journal square
  - commercial development as appropriate
  - parking garage/intercept
  - PATH station connection
  - recreation area(s)
3. Prepare site plan, preliminary floor plan, and cross-sections as needed to show elevation changes, grade slopes, and N.J. Turnpike height .
- 4 . Prepare a 3D massing model of the vision plan to be inserted into Google Earth to be viewed in the context of the surrounding area.
- 5 . Upon completion of the massing and proposed building dimensions, prepare a spreadsheet showing a detailed list of Square Footages for each of the uses and areas.
6. Prepare the above vision plan to be used in a simple MSPowerpoint type presentation for use of the parties as needed.