

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

City Clerk File No. \_\_\_\_\_ Res. 10-108 \_\_\_\_\_

Agenda No. \_\_\_\_\_ 10.A \_\_\_\_\_

Approved: \_\_\_\_\_ FEB 24 2010 \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Fiscal Year 2010 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$446,148,332 .

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

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
20-123 MUNICIPAL COUNCIL OE	44,000	60,200
20-102 PURCHASING OE	28,500	43,500
20-150 TAX ASSESSOR OE	76,175	101,175
28-375 PARK MAINTENANCE OE	407,075	408,075
26-291 BUILDING & STREET MAINTENANCE OE	946,675	1,041,675
26-315 AUTOMOTIVE SERVICES OE	1,908,425	2,016,425
23-210 INSURANCE-ALL DEPTS.	4,347,625	5,347,625
25-260 AMBULANCE SERVICE	2,644,000	3,540,320
31-430 ELECTRICITY	1,800,000	2,600,000
31-431 MUNICIPAL STREET LIGHTING	1,806,250	2,606,250
26-305 JERSEY CITY INCINERATOR AUTHORITY	20,000,000	22,000,000
SENIORS FARMERS MARKET	3,000	6,000
SENIOR NUTRITION	57,823	1,374,698

TITLE: **FEB 24 2010**

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

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

APPROVED: *Norma Mayer, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *B. O'Keilly*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/24/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP		✓		FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrnes*  
Robert Byrnes, City Clerk

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

City Clerk File No. Res. 10-109

Agenda No. 10.B

Approved: FEB 24 2010



**TITLE:**  
**RESOLUTION AUTHORIZING THE EXECUTION OF A SPACE PERMIT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ALLOWING THE CITY OF JERSEY CITY TO PLACE A SIGN ON A PEDESTRIAN BRIDGE LOCATED NEAR THE NEW JERSEY EXIT LANES OF THE HOLLAND TUNNEL**

**WHEREAS**, the Port Authority of New York and New Jersey (Port Authority) operates the Holland Tunnel in Jersey City; and

**WHEREAS**, the Port Authority owns a pedestrian bridge which crosses over the New Jersey exit lanes of the Holland Tunnel; and

**WHEREAS**, the Port Authority agrees to grant permission to the City of Jersey City (City) to install a sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City;" and

**WHEREAS**, the term of the permit to use the space commenced on February 15, 2009 and will continue through February 14, 2019 subject to the Port Authority's and the City's right to cancel the Space Permit without cause by providing thirty (30) days' written notice; and

**WHEREAS**, the City Council passed Resolution No. 09-102 on February 11, 2009 authorizing such execution of a space permit; and

**WHEREAS**, the Port Authority has requested that the Resolution be modified to include the following language; and

**WHEREAS**, the Port Authority of New York and New Jersey agrees to install, maintain and remove at its sole cost and expense the Jersey City Sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City, NJ," subject to the approval of the Corporation Counsel; and

**WHEREAS**, the space permit between the City and the Port Authority is authorized pursuant to N.J.S.A. 40A:11-5(2) and N.J.S.A. 32:1-35.57.

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

1. The Mayor or Business Administrator is authorized to execute the attached Space Permit agreement authorizing the City to install a sign as shown on the attached Exhibit A on the east side of the Port Authority's pedestrian bridge over the exit lanes of the Holland Tunnel; and
2. The term of the Space Permit agreement became effective February 15, 2009 and will continue until February 14, 2019 subject to the Port Authority's and the City's right to cancel the agreement without cause by providing thirty (30) days' written notice.

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe  
 Business Administrator

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

Certification Required

Not Required

APPROVED 9-0  
 2/24/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-102  
 Agenda No. 10.Z.4  
 Approved: FEB 11 2009  
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A SPACE PERMIT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ALLOWING THE CITY OF JERSEY CITY TO PLACE A SIGN ON A PEDESTRIAN BRIDGE LOCATED NEAR THE NEW JERSEY EXIT LANES OF THE HOLLAND TUNNEL**

**WHEREAS**, the Port Authority of New York and New Jersey (Port Authority) operates the Holland Tunnel in Jersey City; and

**WHEREAS**, the Port Authority owns a pedestrian bridge which crosses over the New Jersey exit lanes of the Holland Tunnel; and

**WHEREAS**, the Port Authority agrees to grant permission to the City of Jersey City (City) to install a sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City;" and

**WHEREAS**, the term of the permit to use the space shall commence on February 15, 2009 and continue through February 14, 2019 subject to the Port Authority's and the City's right to cancel the Space Permit without cause by providing thirty (30) days' written notice; and

**WHEREAS**, the City will be permitted to use the space at no cost; and

**WHEREAS**, the space permit between the City and the Port Authority is authorized pursuant to N.J.S.A. 40A:11-5(2) and N.J.S.A. 32:1-35.57.

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

1. The Mayor or Business Administrator is authorized to execute the attached Space Permit agreement authorizing the City to install a sign as shown on the attached Exhibit A on the east side of the Port Authority's pedestrian bridge over the exit lanes of the Holland Tunnel; and
2. The term of the Space Permit agreement shall be effective February 15, 2009 and continue until February 14, 2019 subject to the Port Authority's and the City's right to cancel the agreement without cause by providing thirty (30) days' written notice.

RR/cw

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

APPROVED: B. O'Reilly  
 Business Administrator

Raymond Reddy  
 Asst. Corporation Counsel

2008343

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/11/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	ABSENT			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Mariano Vega, Jr.  
 Mariano Vega, Jr., President of Council

Robert Byrne  
 Robert Byrne, City Clerk

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
225 Park Avenue South  
New York, NY 10003

THE HOLLAND TUNNEL

**SPACE PERMIT**

The Port Authority of New York and New Jersey (herein called the "*Port Authority*") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space at the Holland Tunnel, Jersey City, New Jersey (hereinafter referred to as the "*Space*") for the purposes hereinafter specified and purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to perform all obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: The City of Jersey City, a municipality of the State of New Jersey
2. PERMITTEE'S REPRESENTATIVE: Mr. Jerramiah Healy
3. SPACE: That portion of approximately 200 square feet on the east face of the pedestrian bridge identified in red on the exhibit attached hereto, hereby made a part hereof and marked "Exhibit A" on which the Sign, as defined in Section 2 of the Terms and Conditions, shall be installed.
4. PURPOSES: The installation of the Sign.
5. FEES: None
6. EXPIRATION DATE: February 14, 2019, or when sooner revoked or terminated as provided in the Permit.
7. ENDORSEMENTS ANNEXED AT TIME OF ISSUANCE: 5.0, 8.0, 11.1, 15.1, 16.2, 17.1 and 18.1

Dated: As of February 15, 2009

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

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

Printed Name: \_\_\_\_\_

(Title) \_\_\_\_\_

THE CITY OF JERSEY CITY

(Permittee)

By: B. O'Reilly

Printed Name: Brian O'Reilly

(Title) BUSINESS ADMINISTRATOR

R. R.  
Assistant Corporation Counsel

## TERMS AND CONDITIONS

### 1. Period of Permission:

The permission hereby granted shall take effect upon February 15, 2009 (the "*Effective Date*"). Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

### 2. Definitions:

As used herein:

(a) The term "*Executive Director*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives;

(b) The terms "*General Manager of the Facility*" or "*Facility Manager*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Facility Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager (or Acting General Manager) of the Holland Tunnel for the time being or by his duly designated representatives.

(c) The term "*Sign*" shall mean a sign owned and provided by the Permittee approximately 6 feet high at its center and 39 feet wide as the same shall have been approved by the Port Authority.

### 3. Installation, Maintenance and Removal of the Sign:

The Port Authority shall install, maintain and remove the sign at its sole cost and expense (collectively the "*Work*"). The Permittee shall notify the Facility Manager two weeks prior to the delivery of the Sign to the Port Authority and the Permittee shall deliver the Sign to the Facility at such time and location as shall be designated by the Facility Manger.

### 4. No Transfer of Permit or Sign:

The Permittee shall not, without the written approval of the Port Authority, assign or transfer this Permit or any of the rights granted hereby, or transfer its ownership of the Sign or

## TERMS AND CONDITIONS

enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority.

### 5. Conduct of Operations:

The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Facility Manager covering the operations of the Permittee under the Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

### 6. Hold Harmless and Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including in-house legal expenses incurred in connection with the defense of) all claims and demands of third persons, whether just or unjust, fraudulent or not, including but not limited to claims and demands for death or personal injuries (including death), or for property damages, arising out of the performance of any Work, the Sign, any default of the Permittee in performing or observing any term or provision of this Permit, or out of the use and occupancy of the Space by the Permittee, or out of any of the operations, acts or omissions of the Permittee, its officers and employees or of others on the Space or the Facility with the Permittee's consent.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

### 7. Condition of Space:

The Permittee shall accept the Space in its present condition. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs in the Space except with the written approval of the Port Authority.

### 8. Personal Property of Permittee:

The Sign and all related appurtenances shall remain the property of the Permittee and the Sign will be removed by the Port Authority upon the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

## TERMS AND CONDITIONS

### 9. Permittee's Representative

The Permittee's representative, hereinbefore specified, (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof and to give and receive notices hereunder.

### 10. Notices:

A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at City Hall, 280 Grove Street, Jersey City, NJ 07302 or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

### 11. Endorsements:

The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

### 12. No Waiver:

No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of the Permit shall affect or alter the Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

### 13. No Gifts, Gratuities, Offers of Employment:

