

The City Council met in regular session in the Council Chambers on Wednesday, July 16, 2008 at 7:30 p.m.

Council Members present: Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones.

On motion of Mr. Schember, Seconded by Mr. Thompson, the reading of the minutes of the meeting of July 2, 2008 were dispensed with and same adopted with copies furnished to the members of City Council by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.

Copies of the bills under date of July 11th and July 18th were given to City of Erie Council and same adopted by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0., with the exception of invoices to the NATO Centers on which Mrs. Jenkins-Husband, abstained from voting.

By Mr. Cappabianca, Council File Ordinance #15,598
an ordinance appropriating the sum of **\$6,000.00** from unappropriated and anticipated revenue from Account #261-0613-2007-3336 Weed & Seed Quality of Life and providing for the expenditure thereof by allocating said funds to Account #261-0613-2007-4059 Other Services & Charges. (To be used to cover the consultant fees, supplies, catering and rental fees for the training session at the Leadership Training Seminar to be held in July, September and November 2008 at Gannon University.)

July 16, 2008. City Council on motion of Mr. Cappabianca, Seconded by Mr. Thompson, having read Council File Ordinance #15,598m, does hereby adopt on First Reading by yeas Council members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.

By Mrs. Jenkins-Husband, Seconded by Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Schember, Thompson and Jones, Resolved, etc.,

WHEREAS, Neighborhood Watch groups have become an important and integral part of communities across the nation, the members of City Council wish to recognize our Neighborhood Watch groups for their participation in the "**National Night Out**" on August 5, 2008, in conjunction with other Neighborhood Watch programs across the United States to heighten awareness for crime and drug prevention, general support for and participation in local anti-crime programs and strengthening neighborhood and police/community partnerships.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

To: Jim Morris, City of Erie, Bureau of Engineering July 14, 2008
Re: Vermont Tavern LLC

Dear Jim:

I am writing to inform you that I have granted permission to Bob Nelson to provide café' seating at his tavern located at 1031-1033 State Street. This permission is subject to the approval of the City of Erie and also subject to Mr. also meeting all the requirements set forth by the City of Erie codes and ordinances. Please contact me with any questions.

Regards,
S/ Jason Fultz, President
1031-1033 State Street, LLC

By Mrs. Jenkins-Husband, Seconded by Mr. Horan-Kunco, Resolved, etc.,

That the Mayor and proper City officials are authorized and directed to execute an Easement Agreement between the City of Erie and **Robert Nelson**, tenant of **1031-1033 State Street**, Index #(15) 2002-212, for location of two (2) outside dining areas in the State Street right-of-way, in compliance with the attached City Engineer's metes and bounds description.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mrs. Jenkins-Husband, Seconded by Mrs. Horan-Kunco, Resolved, etc.,

That the Mayor and proper City officials are authorized and directed to execute an Easement Agreement between the City of Erie and **Glenn R. Cessna Jr. and Michelle L. Cessna**, owners of **723 Myrtle Street**, Index #(17) 4007-121, for location of a wooden handicap ramp in the Myrtle Street right-of-way, in compliance with the attached City Engineer's metes and bounds description.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

**AGREEMENT BETWEEN THE CITY OF ERIE, THE TOWNSHIP OF MILLCREEK AND THE
MILLCREEK TOWNSHP SEWER AUTHORITY**

This Agreement is entered into this 17th day of July, 2008, by and between the City of Erie (Erie), 626 State Street, Erie, Pa., 16501 and The Township of Millcreek ("Township"), 3608 West 26th Street, Erie, Pa., and The Millcreek Township Sewer Authority ("Authority"), 3608 West 26th Street, Erie, Pa. 16506

WHEREAS, the City, the Township and the Authority are signatories to agreements and addenda entered into in 1971, 1992 and 1997 concerning the operation of their sewer systems and billing and payment for transportation and treatment of wastewater from the Township to the City, and

WHEREAS, the City has entered into identical or similar agreements with other municipalities and/or sewer authorities whose systems flows of wastewater are tributary to the City's system; and

WHEREAS, the City instituted litigation against the Township and the Authority in the Court of Common Pleas of Erie County, Pennsylvania at No. 12578-2004; and

WHEREAS, the parties to the litigation have met and settled the controversy; and

WHEREAS, the parties desire to provide for methods to avoid and resolve future controversies.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement and intending to be legally bound, the parties covenant and agree as follows:

Sommerheim Plant Flows and Operations

1. The Sommerheim Treatment Plant shall be deemed a customer of the City for transportation, treatment solids surcharge, Act 537 capital expense purposes for all periods of time, whether prior or subsequent to commencement of the litigation.

2. All flows from the Sommerheim Plant shall be deducted from Millcreek flows for all purposes, including but not limited to transportation and treatment charges under the 1991 Addendum, Act 537 charges under the 1997 Addendum and total Millcreek flows for purposes of authorized capacity, exceedance and surcharges for exceedance of authorized capacity under the 1997 Addendum. All flows from the Sommerheim Plant shall be excluded from Millcreek's authorized capacity at the entry point to which such flows are directed (currently the Manor entry point). The City shall rescind all previous invoices including Plant flows and shall exclude such flows for all purposes in the future.

3. The Township shall rescind all invoices issued to Erie City Water Authority ("ECWA") for sewer rental charges as to flows from the Sommerheim Plant and, subject to the terms of the Agreement, will not bill ECWA as a user of Millcreek's system for Plant flows in the future.

4. The City withdraws, releases and terminates all claims against the Township and the Authority as to inclusion of Sommerheim Plant flows within total Millcreek System flows.

5. All Flow data from the Sommerheim Plant shall be provided to the City and the Authority. The parties jointly shall advise ECWA to provide the City and the Authority with identical flow data.

6. As the Sommerheim Plant is located in Millcreek Township, Township and the Authority shall retain regulatory authority under Act 537 and otherwise as to Plant flows and operations. As to that portion of the system within Millcreek Township that the Sommerheim Plant is tributary to, Township and the Authority shall have all normal controls under Act 537 and the Township's applicable ordinances. The Township shall have the right to address and take measures as to system capacity usurped by the Sommerheim Plant by virtue of its failure to submit Act 537 planning modules and otherwise construct or pay the costs of constructing infrastructure to accommodate flows from the Plant to the entry point.

7. The Township and the Authority shall have authority to require that ECWA use its ORF and/or reduce Plant flows for and during designated periods (these including but not being limited to periods after storm events and snowmelt and when the metering system suggests potential exceedance of system capacity and/or other concerns as to system flows).

Exceedance and Surcharge Claims

8. All claims by the City and by the Township and the Authority as to exceedances of authorized peak flow capacity at the South Shore and Manor/Boyer entry points through December 31, 2007 are withdrawn, released and terminated. Payments made by the Township and the Authority to the City as to claimed surcharges through December 31, 2007 shall be retained by the City, in full and final settlement of all claims, whether or not asserted in the litigation at Erie County No., 123578-2004 (the "litigation"). The parties acknowledge and agree that the Township and the

Authority, prior to execution of this Agreement, have paid in full to the City all sums due as to surcharges for exceedance of peak flow capacity during calendar year 2007 and that no claims are at issue as to dates on or after January 1, 2008.

Unmetered Entry Points

9. The Township and the Authority shall pay to the City of Erie \$32,491.74 in full and final settlement of the City's claims as to flows from unmetered entry points under the 1992 Addendum as amended, this being 50 percent of the City's claim raised in the litigation.

10. The parties shall comply with the 1992 Addendum, as amended as of February 1994 and by the parties' calculations of flows now in effect and as amended in the future in accordance with the Agreement.

11. In the future, the City and the Authority, annually, shall revisit the number of EDUs in each municipality tributary to unmetered entry points. Per the 1992 Addendum, any new entry points or newly developed areas will be evaluated on the same basis set forth in Exhibit A (II) to estimate sewage flows and to determine the basis on which flows should be determined (i.e., metered or by EDU). An average EDU flow figure, per Exhibit A to the 1992 Addendum, will be determined every 5 years. These matters generally will be addressed in accordance with Exhibit A to the 1992 Addendum and Tables A-1 A-5 to that Addendum, as amended.

12. Each municipality shall be responsible for "border sewers" or unmetered entry points within its boundaries, including I & I from them. If the municipality operating the tributary system should identify problems or issues with respect to them, it shall advise the border sewer system "owner" and the owner will be responsible for taking priority and necessary corrective action.

South Shore Entry Point

13. The City shall provide an additional 1.76 MGD of capacity to Millcreek's system at the South Shore entry point, Millcreek's peak flow capacity at the South Shore entry point being increased effective January 1, 2008 from 3.24 MGD to 5.00 MGD. The parties will amend Exhibit "A" of the 1997 Addendum to the 1992 Addendum accordingly.

14. The City shall be solely responsible for taking such measures and effecting such improvements to its system as are necessary to ensure that the City's system at all times will receive and convey all such peak flows from Millcreek in proper fashion, and shall provide all additional funding required for such projects and measures.

15. The Township and the Authority shall pay to the City \$400,000.00 as consideration for the additional peak flow capacity and the City's costs in meeting the responsibilities as properly receive and convey such additional peak flows.

Payments Due Under Agreement

16. Payments due from the Township and the Authority shall be made to the City within twenty (2w0) days after the date this Agreement has been executed by the last of the parties to it.

17. Act 537 charges to be charged under the 1997 Addendum and billed to the Township and the Authority shall be based on the revised peak flow capacity at the South Shore entry point of 5.00 MGD from the effective date of such increased capacity under Paragraph 13 above.

Flow Monitoring/General Standards

18. Metered flow, less established exclusions, shall be the basis for calculating flows for transportation,, treatment billing under Section 3 (1) of the 1992 Addendum.

19. As to Millcreek system flows, exclusions shall be made from total flows as to (i) all flows from the Sommerheim Plant, ii) all flows from Summit Township and Fairview Township, (iii) all flows from any other tributary municipality now or in the future entering Millcreek (iv), all flows from the City's system directed to a boundary or entry point and (v) all flows from unmetered entry point properties in the City.

20. Actual metered flow shall be the sole basis for considerations, calculation of peak flows and as to adherence to authorized peak flow capacity under Sections 7 and 8 of the 1997 Addendum.

21. As to flows for transportation and treatment billing only, in the absence of valid flow meter data, flows for the period during which valid flow meter data is unavailable shall be calculated as follows (i) calculate the average of the municipality's daily total flows for the calendar quarter; and (ii) apply that daily average so calculated to each for each day valid flow meter data is unavailable. Actual, extrapolated or other flow data with respect to the Wastewater Treatment Plant or other source shall not be used.

22. Flows from excluded sources # 9(i)-(iii) in Paragraph 19, above, or purposes of adherence to peak flow capacity under the 1992 Addendum, shall be calculated on the basis of an agreed-upon time frame commensurate with any calculation of peak flows, taking into account approximate time of travel for flows and the impact of higher flows after storm and other weather events. Flows from excluded sources # (iv) and (v) in Paragraph 109 above, shall not be included in Millcreek system flows for purposes of determining peak flow from Millcreek into the City's system.

23. At the Manor-Boyer entry point which involves two meter locations, peak flows at the same time (a given 15 minute time interval due to travel distances) shall be used in calculating peak flows and considering adherence to peak flows at different times of day a the respective meter locations shall not be an acceptable standard for evaluation or a claim of exceedance.

24. The parties acknowledge that general and specific standards governing flow monitoring operations affect not only the parties but other municipalities and/or sewer authorities operating sewer systems whose flows are tributary to the City's and/or Millcreek's system and that such matters may affect the 1997 Addenda entered into between the City and all such tributary systems' owners and operators. The parties shall mutually develop minimum standards and shall work with other systems tributary to the City's system in efforts to adopt generally applicable standards for flow monitoring operations including type of meter to be used, maintenance protocols, proper siting of meters, source of power to operate the meters, frequency of data collection, editing of flow meter date, reporting of flow meter date, analysis of the impact of obstructions and other impediments to proper conveyance on flow meter data and development of a clear and mutually acceptable definition of an "exceedance" and/or "surcharge event" as well as developing a protocol to meet, discuss and verify an actual "exceedance" and/or "surcharge event".

Flow Monitoring/Operations

25. The Township and the Authority shall be responsible for flow monitoring operations at all Millcreek entry points with the City of Erie's system effective not later than January 1, 2008.

26. The parties reserve the right to enter into inter-municipal agreement(s) with respect to maintenance of flow meters and other matters pertaining to this Agreement and/or other agreements and addenda between the parties. It is the intention of the parties that the City shall provide maintenance of Millcreek flow meters under agreed standards and provisions to be determined.

27. The parties' July 1, 2002 Memorandum of Understanding shall terminate effective on January 1, 2008 or such earlier date on which the Township and Authority commenced flow monitoring operations under Paragraph 25, above.

General Provisions

28. This Agreement shall constitute an amendment of prior agreements and addenda between the parties.

29. No modification of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers as of the day and year first above written, which shall be the date of execution by the last of the parties.

TOWNSHIP OF MILLCREEK

S/ Brian P. McGrath, Chair
Board of Supervisors

CITY OF ERIE

S/ Joseph E. Sinnott, Mayor
Casimir J. Kwitowski, City Controller

MILLCREEK TWP. SEWER AUTHORITY

S/ Susan M. Busse, Chair

By Mrs. Jenkins-Husband, Seconded by Mr. Cappabianca, Resolved, etc.,

That the proper City officials are authorized and directed to enter into a Settlement Agreement with **Millcreek Township** and the **Millcreek Township Sewer Authority** in the Court of Common Pleas of Erie County, Pennsylvania (No. 12578-2004) which will include payment to the City of \$400,000.00 by Millcreek Township Sewer Authority as consideration for the additional peak flow capacity and the City's costs to properly receive and convey such additional flows and payment to the City of \$32,491.73 in full and final settlement of the City's claims as to flows from unmetered entry points under the 1992 Addendum as amended.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 6. Nays. Mr. Cappabianca. 1.

July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mrs. Jenkins-Husband, Seconded by Mrs. Horan-Kunco, Resolved, etc.,

That the Mayor and proper City officials are authorized and directed to execute an Easement Agreement between the City of Erie and the **Erie City Water Authority** for water main construction in the median adjacent to Andrews Park Boulevard.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.

July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mrs. Jenkins-Husband, Seconded by Mr. Thompson, Resolved, etc.,

That the communication and data from the **Pennsylvania Fish and Boat Commission** regarding a proposed fish habitat improvement project under the direction of the Cooperative Habitat Improvement Program pursuant to a requirement of the Department of Environmental Protection, Bureau of Dams, Waterways and Wetlands' General Permit for Fish Habitat Enhancement Structures is hereby received and ordered placed on file in the Office of the City Engineer.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.

July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mrs. Jenkins-Husband, Seconded by Mrs. Horan-Kunco, Resolved, etc.,

That the Mayor and City Controller are authorized and directed to execute contracts between the City of Erie and the following individuals and/or companies for goods and/or services as noted and the City Council does hereby ratify and confirm the said transactions which are to be charged to the respective Budget Code Numbers, viz:

1. **Sult-Kote Pennsylvania**, 10985 McHenry Street, Meadville, Pa., for the proposed Micro Surfacing of East Avenue from East 30th to Pine Avenue, in the sum of \$37,910.46 they being the lowest of COG bids received.
2. **Jamestown Iron Works, Inc.**, 2022 Allen Street Ext., Falconer, N, for various street/highway castings for the Bureau of Sewers at unit prices per Bid #1620-08.
3. **East Jordan Iron Works, Inc.**, 141 Dexter Dive, Monroeville, Pa., for various street/highway castings for the Bureau of Sewers of the City of Erie at unit prices per bid #1620-08.
4. **H. H. Rauh Contracting Co.**, P. O. Box 2, Lakewood, New York for the Demolition of 11 properties for the Department of Economic and Community Development for the total sum of \$56,900.00.

1156 Buffalo Road - \$5,400.00	1205 Buffalo Road - \$4,400.00
1218-20 Buffalo Road - \$6,300.00	1338 Buffalo Road - \$6,900.00
1529 Buffalo Road - \$5,000.00	1533 Buffalo Road - \$4,900.00
910/910-1/2 E. 20 th Street - \$7,000.00	1219 E. 20 th St. - \$4,000.00
937 W. 17 th Street - \$4,500.00	1155 E. 19th St. - \$4,000.00
2050 Paragon Drive - \$4,500.00	
5. **Erie Petroleum, Inc.**, 1502 Greengarden Road, a three year contact for furnishing 150,000 gallons of premium low sulfur diesel fuel with a 45 cetane and approximately 12,000 gallon of low sulfur off-road diesel fuel for all using city departments and bureaus based on the "Oil Price Information Service" (OPIS) average price) plus or minus the number of cents added by the bidders for delivery. (The OPIS price shall fluctuate during the course of the contract and the delivery price shall remain as quoted)
Unleaded Fuel (87 Octane)
Large Volume Orders = OPIS Price -.01 cents per gallon
Small Volume Orders = OPIS Price + .07 cents per gallon

Summer Premium Ultra-Low Sulfur Premium Grade #2D Diesel Fuel (45 Cetane)
Large Volume Orders + OPIS Price -.06 cents per gallon

Winter Premium Ultra-Low Sulfur Premium Grade #2D Diesel Fuel (45 Cetane)
Large Volume Orders = OPIS Price +.09 cents per gallon

Summer Low Sulfur Off-Road Grade #2D Diesel Fuel
Small Volume Orders = OPIS Price +.15 cents per gallon

Winter Low Sulfur Off-Road Grade #2D Diesel Fuel
Small Volume Orders = OPIS Price +.25 cents per gallon

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson, and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mrs. Jenkins-Husband, Seconded by Mrs. Horan-Kunco, Resolved, etc.,

That the City Purchasing Agent is authorized and directed to issue purchase orders to the following individuals and/or companies for goods and/or services as noted and the City Council does hereby ratify and confirm the said transactions which are to be charged to the respective Budget Code Numbers, viz:

1. **M. B. Squires Company, Inc.**, 835 Hogue Road, Ellwood City, Pa., for the purchase of a 50' Mast Arm to fit existing traffic signal pole located on the Bayfront Parkway in the sum of \$6,360.00.
2. **M. B. Squires Company, Inc.**, 835 Hogue Road, Ellwood City, Pa., for the purchase of a 55' Mast Arm to fit existing traffic signal pole located on West 12th Street in the sum of \$7,545.00.
3. **Hagan Business Machines**, P. O. Box 1247, Erie, Pa., for a high capacity Paper Shredder for the Bureau of Police in the sum of \$2,499.00. (State Contract (GSA) - paid by Sisters of Mercy Donation)
4. **Mobilcom**, 16343 Conneaut Lake Road, P. O. Box 1234, Meadville, Pa., for a new Radio transmitter at 808 Hilltop Road for the Bureau of Fire for the sum of \$4,707.94.
5. **A & H Equipment Co.**, P. O. Box 337, Bridgeville, Pa., for parts needed to replace/repair Arms on a Sweeper for the Bureau of Streets for the sum of \$2,103.18. (Liquid Fuels funds)
6. **A & H Equipment Co.**, P. O. Box 337, Bridgeville, Pa., for a Water Pump and Gasket needed to repair Sweeper #1413 for the Bureau of Streets at a cost of \$2,738.71. (Liquid Fuels funds)
7. **Andritz Separation Technologies**, Dept. 120312, P. O. Box 120312, Dallas, Texas, for the Emergency Repair of Belt Press Rollers, for the Bureau of Sewers, for the sum of \$5,023.23.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

WAIVE RULES

By Mr. Cappabianca, Seconded by Mrs. Jenkins-Husband, Resolved, etc.,

- | | |
|--|--|
| 1. ** Cheryl Sidun-Lego
2828 Florence Avenue
Erie, Pa. 16504 | 2. Mary Schmeisser
3144 West 23 rd Street
Erie, Pa. 16506 |
|--|--|

The above listed two (2) names are as they appear on the current Civil Service List for Probationary Police Officers with the Police Bureau of the City of Erie or II in accordance with the Consent Decree entered into between the City of Erie and the U.S. Department of Justice in the United States District Court for the Western District of Pennsylvania at Docket CA No. 04-4 Erie.

Be It Resolved, that ** **Cheryl Sidun-Lego**, 282 Florence Avenue, Erie, Pa., 16504, having qualified as a "priority hire" pursuant to the Consent Decree is hereby appointed as a Probationary Patrol Officer at the current entry-level yearly salary of \$31,599.00 and that she is on probation for one (1) year from the date of her appointment hire on July 29, 2008.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

By Mr. Cappabianca, Seconded by Mrs. Jenkins-Husband, Resolved, etc.,

- | | |
|--|--|
| 1. ** Cheryl Sidun-Lego
2828 Florence Avenue
Erie, Pa. 16504 | 2. Mary Schmeisser
3144 West 23 rd Street
Erie, Pa. 16506 |
|--|--|

The above listed two (2) names are as they appear on the current Civil Service Eligibility List for Probationary Police Officers with the Police Bureau of the City of Erie or ** in accordance with the Consent Decree entered into between the City of Erie and the U. S. Department of Justice in the United States District Court for the Western District of Pennsylvania at Docket CA No. 04-4 Erie.

Be It Resolved that **Mary Schmeisser**, 3144 West 23rd Street, Erie, Pa., 16506, being No. 1 on the current eligibility list, having been nominated by Chief Stephen E. Franklin, is hereby appointed as a Probationary Patrol Officer at the current entry-level yearly salary of \$31,599.00 and that he is on probation for one (1) year from the date of her appointment/hire on July 29th, 2008.

July 16, 2008. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson and Jones. 7. Nays. 0.
July 16, 2008. Signed by the President. Attested by the City Clerk.

July 16, 2008. City Council on motion of Mr. Schember, Seconded by Mr. Thompson, adjourned at 9:57 p.m. by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jenkins-Husband, Schember, Thompson, and Jones. 7. Nays. 0.

President of City Council

Attest:

City Clerk