



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-052

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY CLARIFYING THE AMENDMENT TO THE STORMWATER CONTROL ORDINANCE (NO. 07-056)

WHEREAS, as stated in NJAC7:8-4.4, the NJDEP requires all municipal stormwater control ordinances, after adoption by the municipality, to be approved by the county in which the municipality is located; and

WHEREAS, the Municipal Council of the City of Jersey City adopted Ordinance 08-159 on November 25, 2008; and

WHEREAS, the Ordinance 08-159 stated the amendment to the Stormwater Control Ordinance includes: (1) Definition of "Person" shall be revised to include the City of Jersey City and (2) Table 1 "Water Quality Design Storm Distribution" under Section G of the ordinance shall be replaced with the table provided in model NJDEP ordinance; and

WHEREAS, Ordinance 08-159 only referenced the new Table 1 "Water Quality Design Storm Distribution" provided in the model NJDEP ordinance and did not have the table attached; and

WHEREAS, the JCMUA, as the City coordinating agency on stormwater issues, sent a copy of the adopted Jersey City Stormwater Management Plan and Control Ordinance to the Hudson County Division of Planning on May 1, 2007 for their review and approval; and

WHEREAS, Hudson County Planning Board, based on the review and recommendation by their consultant T&M Associates, passed a resolution on Sept. 19, 2007 conditionally approving the Jersey City Stormwater Management Plan and Control Ordinance provided that the City submit copies of the revised plan and ordinance to the Board within 180 days of said resolution; and

WHEREAS, JCMUA resubmitted revised Stormwater Management Plan and Control Ordinance to the County on March 5, 2008 that addressed all comments provided earlier by the County; and

WHEREAS, JCMUA, in its letter dated July 30, 2008, addressed additional comments received from T&M Associates acting on the County's behalf; and

WHEREAS, T&M Associates, in their letter dated August 26, 2008, now recommends that the County formally approve the revised Jersey City Stormwater Management Plan and Control Ordinance once they have been adopted by the City and resubmitted to the County; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that amendments to the Stormwater Control Ordinance be adopted


BE IT FURTHER ORDAINED THAT:

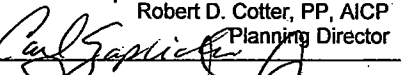
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

APPROVED AS TO LEGAL FORM

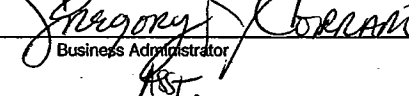


Corporation Counsel


Robert D. Cotter, PP, AICP
Planning Director

APPROVED: 

Business Administrator



Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
CLARIFYING THE AMENDMENT TO THE STORMWATER CONTROL
ORDINANCE (NO. 07-056)**

2. Name and Title of Person Initiating the Ordinance:

Joseph Beckmeyer, PE, Chief Engineer

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

The following changes are being proposed for the existing Stormwater Control Ordinance (07-056) based on comments from Hudson County Planning Dept.

- Definition of "Person" shall be revised to include the City of Jersey City
- Table 1 "Water Quality Design Storm Distribution" under Section G of the ordinance shall be replaced with the table provided in model NJDEP ordinance.

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

This Ordinance clarifies the exact table amended in Ordinance 08-159.

5. Anticipated Benefits to the Community:

N/A, existing ordinance

6. Cost of Proposed Project:

There are no new costs to the City as all work involved in this amendment has been done by in-house staff.

7. Date Proposed Program or Project will commence: Immediately upon adoption

8. Anticipated Completion Date: Not Applicable (This is enabling legislation.)

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

Robert D. Cotter, City Planning Director 201-547-5050

10. Additional Comments:

I Certify that all the Facts Presented Herein are Accurate.


Division Director Signature

APRIL 15, 2009
Date


Department Director Signature

4/15/09
Date

Material indicated by strikethrough like ~~this~~ is existing material that is intended to be deleted.
 Material indicated by bold italic *like this* is new material that is intended to be enacted.

§ 2. Definitions.

"Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ***Person shall also include the City of Jersey City.***

G. Stormwater Runoff Quality Standards.

1. Stormwater quality management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff by eighty (80) percent of the anticipated load from the developed site, expressed as an annual average. Stormwater quality management measures shall only be required for major developments in areas with a separate sewer system that is neither directly nor indirectly connected to a combined sewer system. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollution Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 1. The calculation of the volume of runoff may take into account the implementation of non-structural and structural stormwater management measures.

Table 1: Water Quality Design Storm Distribution

TABLE INSET:

Minutes	Rainfall Intensity (Inches/Hour)	Total Rainfall in 10 Minutes (Inches)	Cumulative Rainfall (Inches)
0	3	—	0
10	2.5	0.23	0.23
20	1.8	0.18	0.41
30	1.4	0.13	0.54
40	1.2	0.11	0.65
50	1.1	0.10	0.75
60	1	0.09	0.83
70	1	0.08	0.92

80	0.9	0.08	1.00
90	0.8	0.07	1.07
100	0.85	0.07	1.14
110	0.7	0.06	1.20
120	0.6	0.05	1.25

Insert Table 1:

Table 1: Water Quality Design Storm Distribution			
Minutes	Cumulative Rainfall (inches)	Minutes	Cumulative Rainfall (inches)
0	0.0000	65	0.8917
5	0.0083	70	0.9917
10	0.0166	75	1.0500
15	0.0250	80	1.0840
20	0.0500	85	1.1170
25	0.0750	90	1.1500
30	0.1000	95	1.1750
35	0.1330	100	1.2000
40	0.1660	105	1.2250
45	0.2000	110	1.2334
50	0.2583	115	1.2417
55	0.3583	120	1.2500
60	0.6250		

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

ORDINANCE NO. Ord. 09-052
 TITLE: 3.A. APR 22 2009 4.A. MAY 20 2009



Ordinance of the Municipal Council of the City of Jersey
 City clarifying the amendment to the Stormwater Control
 Ordinance 07-056.

RECORD OF COUNCIL VOTE ON INTRODUCTION								APR 22 2009 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING								MAY 20 2009 7-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
<i>BRENNAN/SOTTOLANO</i>											
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	<i>ABSENT</i>			RICHARDSON	<i>ABSENT</i>			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE								MAY 20 2009 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 22 2009

Adopted on second and final reading after hearing on MAY 20 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 20 2009

Robert Byrne

 Robert Byrne, City Clerk

APPROVED:
Mariano Vega

 Mariano Vega, Jr., Council President
 Date: MAY 20 2009

APPROVED:
Jeremiah Healy

 Jeremiah Healy, Mayor
 Date MAY 22 2009
 Date to Mayor MAY 21 2009

*Amendment(s):



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-053

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE JERSEY AVENUE PARK REDEVELOPMENT PLAN TO ALLOW
PARTIAL BLOCK SITES TO PARTICIPATE IN THE BONUS PROVISIONS**

WHEREAS, the Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be in need of redevelopment; and

WHEREAS, the redevelopment boundary for this plan was established by the Municipal Council of the City of Jersey City on August 10, 2005; and

WHEREAS, the last amendment to the Plan created a traditional urban neighborhood street plan with many amenities, such as, a central park, the widening of Jersey Avenue to accommodate an attractive central median, and the implementation of a new HBLRT Station.

WHEREAS, the Plan provides for bonuses for developers who donate land for right-of-way expansion on Jersey Avenue and/or land for a central park to be located between 16th and 18th Street along Coles Street; and

WHEREAS, this amendment would allow the bonus provisions to apply where a developer controls less than an entire city block or does not control the site indicated above for the central park; and

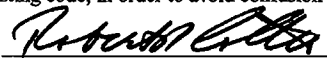
WHEREAS, pursuant to NJSA 40A:12A-1 et seq., the Planning Board has reviewed these proposed amendments and recommended their adoption by the Municipal Council at their meeting of April 14, 2009; and

WHEREAS, said amendments are attached and are available for public inspection at the Office of the City Clerk in City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the attached amendment to the Jersey Avenue Park Redevelopment Plans be, and hereby is, adopted.

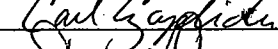

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.


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

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
APPROVED: 

Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE JERSEY AVENUE PARK REDEVELOPMENT PLAN TO ALLOW
PARTIAL BLOCK SITES TO PARTICIPATE IN THE BONUS PROVISIONS**

2. Name and Title of Person Initiating the Ordinance, etc.:

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

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

This amendment allows the bonus provisions of the current Plan to be used by developers who control less than a full city block and/or do not control the land intended to be the central park at Coles Street, between 16th and 18th. It also increases the amount of monetary contribution from \$5,500 per bonus unit to \$7,500.

4. Reasons for the Proposed Project:

To provide some flexibility to the bonus provisions to achieve the benefits they are intended to produce, ie, a park and a Jersey Avenue boulevard.

5. Anticipated Benefits to the Community:

Development should proceed immediately as site assemblage of an entire block will not be required to take advantage of the bonus provisions.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work was 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

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

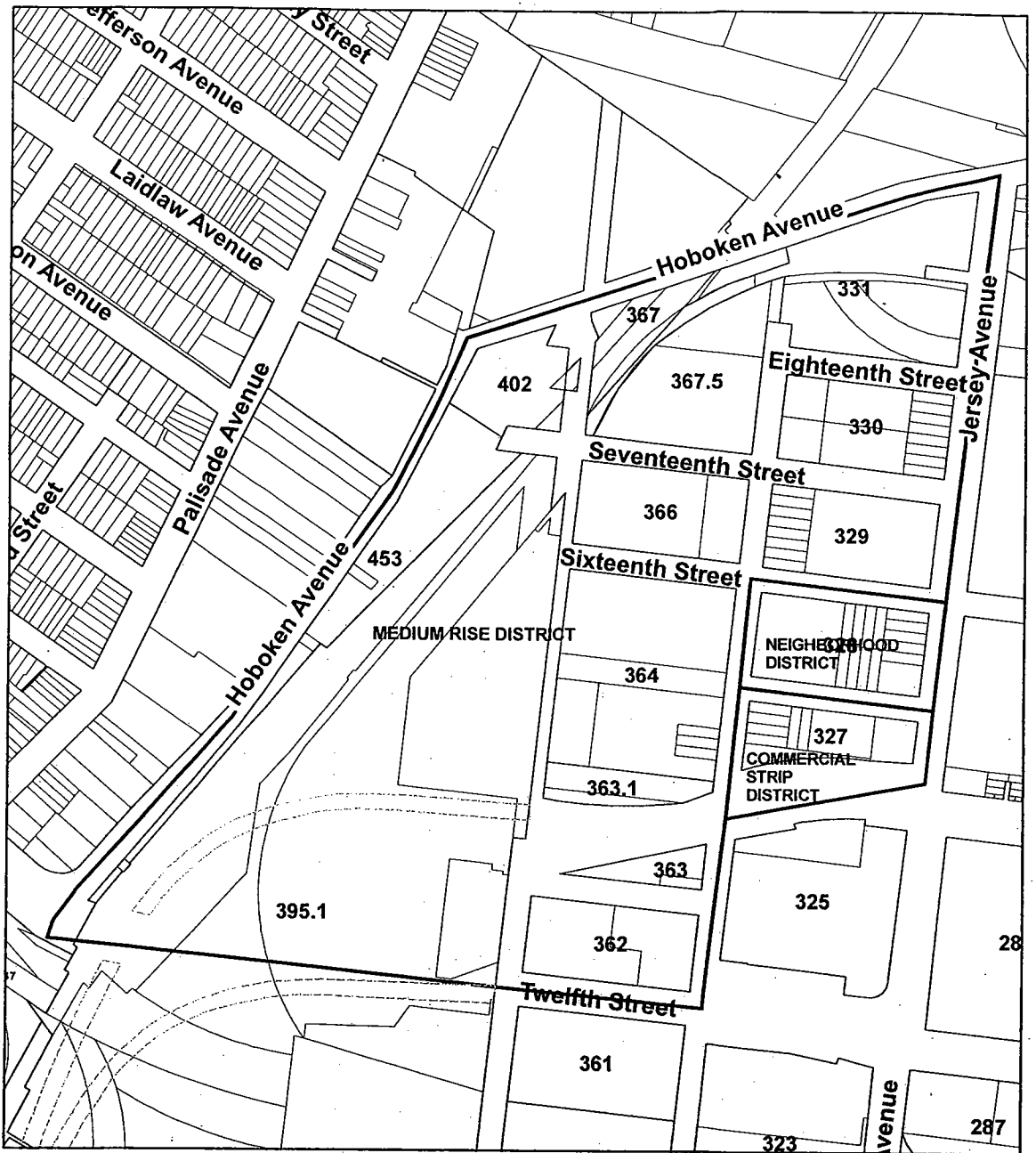
APRIL 15, 2009
Date


Department Director Signature

4/15/09
Date

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE JERSEY AVENUE PARK REDEVELOPMENT PLAN
TO ALLOW PARTIAL BLOCK SITES TO PARTICIPATE IN THE BONUS
PROVISIONS**

This amendment allows the bonus provisions of the current Plan to be used by developers who control less than a full city block and/or do not control the land intended to be the central park at Coles Street, between 16th and 18th. It also increases the amount of monetary contribution from \$5,500 per bonus unit to \$7,500.



Jersey Avenue Park Redevelopment Plan Land Use District Map

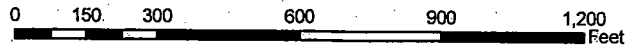
February 13, 2007



Legend

Redevelopment Plan Area

1 inch equals 300 feet



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

Ord. 09-053

ORDINANCE NO. _____

TITLE: 3.B. APR 22 2009 4.B. MAY 20 2009



Ordinance of the Municipal Council of the City of Jersey City amending the Jersey Avenue Park Redevelopment Plan to allow partial block sites to participate in the bonus provisions.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
APR 22 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
MAY 20 2009 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	ABSENT			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

YVONNE BALZER

N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
MAY 20 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

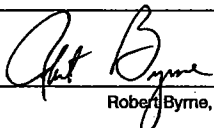
✓ Indicates Vote

N.V.-Not Voting (Abstain)


Adopted on first reading of the Council of Jersey City, N.J. on APR 22 2009

Adopted on second and final reading after hearing on MAY 20 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 20 2009.



 Robert Byrne, City Clerk

APPROVED:


 Mariano Vega, Jr., Council President

Date: MAY 20 2009

APPROVED:


 Jerramiah T. Healy, Mayor

Date MAY 22 2009

Date to Mayor MAY 21 2009

*Amendment(s):



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-054

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE HACKENSACK RIVER EDGE REDEVELOPMENT PLAN
PERMITTING SEVERAL INDUSTRIAL USES**

WHEREAS, the Municipal Council of the City of Jersey City, adopted the Hackensack River Edge Redevelopment Plan (hereinafter "the Redevelopment Plan") at its meeting of October 11, 2006; and

WHEREAS, the Planning Board of Jersey City, at a public hearing on April 14, 2009, reviewed the proposed amendments to the Redevelopment Plan and voted to recommend that the Municipal Council adopt said amendments; and

WHEREAS, the proposed amendments will permit several industrial uses along the North side of Duncan Avenue; and

WHEREAS, the proposed amendments to the Redevelopment Plan are attached hereto and made a part hereof and are available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the above referenced amendment to the Hackensack River Edge Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

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

APPROVED AS TO LEGAL FORM

Anne Monahan
Corporation Counsel

APPROVED:

Paul Gappichia
Business Administrator

APPROVED:

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE HACKENSACK RIVER EDGE REDEVELOPMENT PLAN PERMITTING SEVERAL INDUSTRIAL USES

2. Name and Title of Person Initiating the Ordinance, etc.:

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

3. Concise Description of the Plan Proposed in the Ordinance:

This amendment will permit several industrial uses in portions of the Hackensack River Edge Redevelopment Plan.

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

Industrial properties along the North side of Duncan Avenue, which are in a blighted condition, have indicated a desire to reinvest and continue as industrial uses.

5. Anticipated Benefits to the Community:

Permit industrial uses along the North side of Duncan Avenue to continue as permitted uses.

6. Cost of Proposed Plan, etc.:

\$0.00 all work performed in house

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

APRIL 13, 2009
Date

Carl S. Czaplicki
Department Director Signature

4/13/09
Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE HACKENSACK RIVER EDGE REDEVELOPMENT PLAN PERMITTING SEVERAL INDUSTRIAL USES

This ordinance will permit several industrial uses along the North side of Duncan Avenue, and provides for development controls for such uses. The existing industrial uses at this location, while blighted, have indicated a desire to reinvest and continue their industrial functions. This amendment provides them with that opportunity.

**AMENDMENTS TO THE HACKENSACK RIVER EDGE REDEVELOPMENT PLAN
PERMITTING SEVERAL INDUSTRIAL USES**

PRESENTED TO THE JERSEY CITY PLANNING BOARD ON APRIL 14, 2009

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-thru like ~~this~~.

Text that is added is in bold like **this**.

Map 2: Land Use Districts shall be replaced with the attached revised Map 2 dated April 6, 2009.

Page 10:

VIII. SPECIFIC LAND USE REGULATIONS

1. Open Space District...
2. Open Space with High-Cube Warehousing Overlay...
3. **Open Space with Industrial Overlay**

A. Purpose: the purpose of this overlay district is to allow the exiting industrial uses along the North side of Duncan Avenue to continue and improve their operations.

B. Permitted Principal Uses are as follows:

1. **Assembly and packaging.**
2. **Warehousing, wholesaling and distribution.**
3. **Service stations.**

C. Uses incidental and accessory to the principal use, such as:

1. **Off-street parking and loading.**
2. **Fences and walls.**
3. **Signs.**
4. **Guardhouses and employee cafeterias.**
5. **Garages for parking and storage of vehicles.**
6. **Offices.**


D. Bulk Standards for Industrial District.

1. **Minimum Lot Size: Ten thousand (10,000) square feet.**
2. **Minimum Lot Width: One hundred (100) feet.**
3. **Minimum Lot Depth: One hundred (100) feet.**
4. **Minimum Front Yard Setback: Fifteen (15) feet.**
5. **Minimum Side Yard: Ten (10) feet.**
6. **Minimum Rear Yard: Fifteen (15) feet.**
7. **Maximum Building Height: Twenty five (25) feet.**
8. **Maximum Building Coverage: Sixty percent (60%).**
9. **Maximum Lot Coverage: Ninety five percent (95%).**


E. Parking Standards for Industrial District.


- 1. Assembly and packaging: One space per three thousand (3,000) square feet of gross floor area.**
- 2. Warehousing, wholesaling and distribution: One space per five thousand (5,000) square feet of gross floor area.**
- 3. Offices: One space per six hundred (600) square feet of gross floor area.**
- 5. Service stations: See CA parking standards.**

Legend

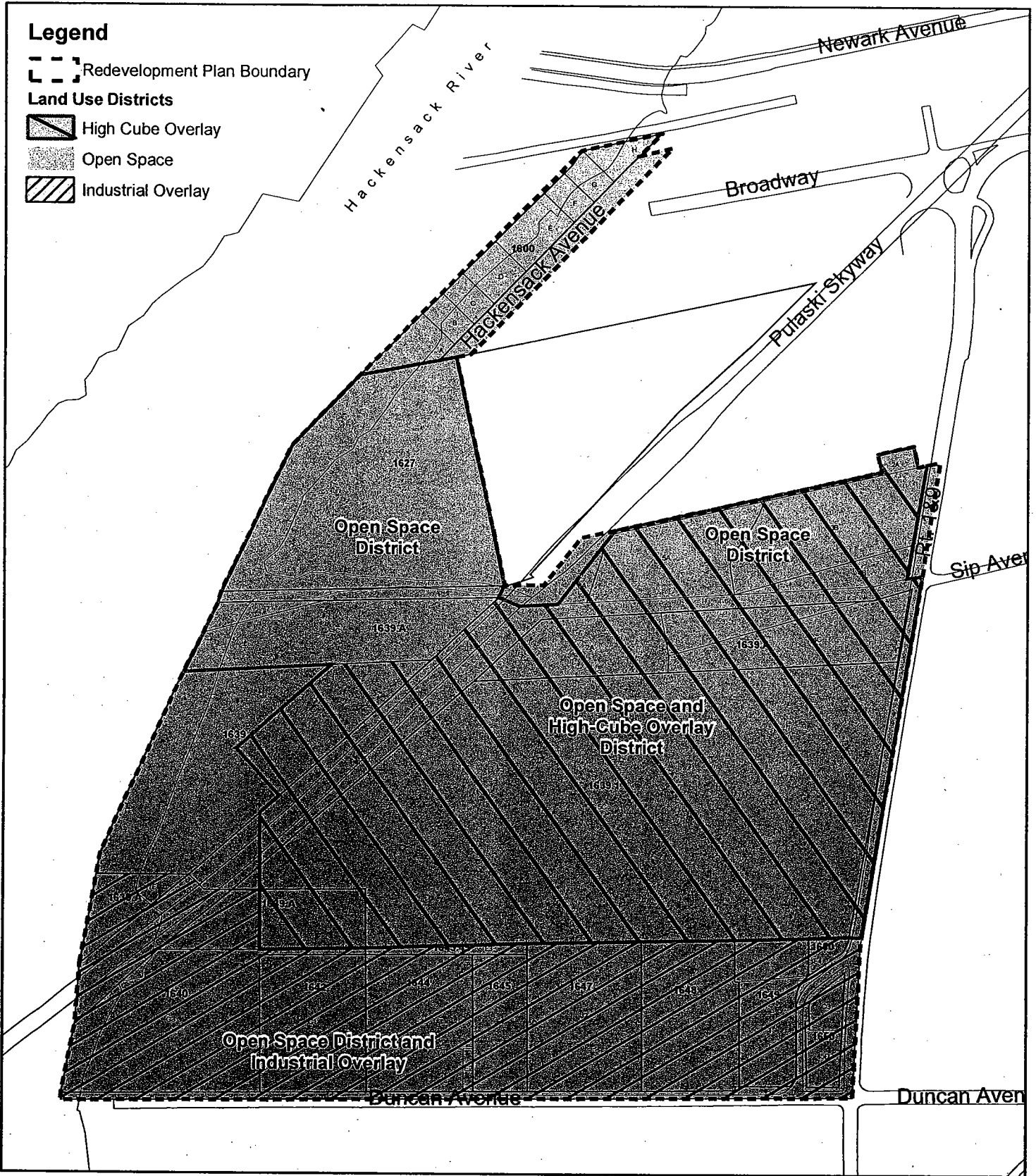
 Redevelopment Plan Boundary

Land Use Districts

 High Cube Overlay

 Open Space

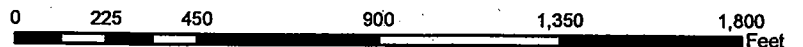
 Industrial Overlay



**Hackensack River Edge Redevelopment Plan Area
Map 2: Land Use Districts**



APRIL 6, 2009



1 inch = 450 feet



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

Ord. 09-054

ORDINANCE NO. _____

3.C. APR 22 2009 4.C. MAY 20 2009

TITLE: _____

Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Hackensack River Edge Redevelopment Plan permitting several industrial uses.



RECORD OF COUNCIL VOTE ON INTRODUCTION											
APR 22 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
MAY 20 2009 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
<i>SOTTOLANO/BRENNAN</i>											
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	ABSENT			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
MAY 20 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

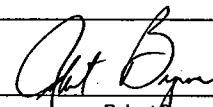
✓ Indicates Vote

N.V.-Not Voting (Abstain)

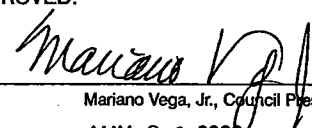
Adopted on first reading of the Council of Jersey City, N.J. on APR 22 2009

Adopted on second and final reading after hearing on MAY 20 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 20 2009




 Robert Byrne, City Clerk

APPROVED:


 Mariano Vega, Jr., Council President
 Date: MAY 20 2009

*Amendment(s): _____

APPROVED:


 Jerramiah T. Healy, Mayor
 Date MAY 22 2009
 Date to Mayor MAY 21 2009

City Clerk File No. Ord. 09-055

Agenda No. 3.D 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-055

TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 1931, LOT 1.A, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 520 BERGEN AVENUE, WITHIN THE MONTICELLO AVENUE REDEVELOPMENT PLAN AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City is the owner of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 1931, Lot 1.A, consisting of approximately 30 feet x 96 feet, which property is located within the Monticello Avenue Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A; depicted on the map attached hereto as Exhibit B, and more commonly known as 520 Bergen Avenue [the Property]; and

WHEREAS, it has been determined that the Property is not needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency desires to acquire the Property from the City of Jersey City for a redevelopment project in order to implement the Monticello Avenue Redevelopment Plan, within which boundaries the Property is located; and

WHEREAS, the Jersey City Redevelopment Agency has designated a redeveloper and has agreed to pay the City the minimal sum of one hundred fifty thousand dollars \$150,000 on or before June 1, 2009, as consideration for the conveyance; and

WHEREAS, the conveyance to the Jersey City Redevelopment Agency, will effectuate the redevelopment of the Property and its eventual return to the tax rolls of the City of Jersey City; and

WHEREAS, the Jersey City Redevelopment Agency will designate a developer for this Project; and

WHEREAS, the Jersey City Redevelopment Agency is authorized to acquire Property from the City of Jersey City, pursuant to N.J.S.A. 50A:12A-8 and 22; and

WHEREAS, the City of Jersey City is authorized to transfer Property to the Jersey City Redevelopment Agency with or without consideration pursuant to N.J.S.A. 50A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1).

ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 1931, LOT 1.A,
MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 520 BERGEN
AVENUE, WITHIN THE MONTICELLO AVENUE REDEVELOPMENT PLAN
AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

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

1. The conveyance of certain property on Jersey City's Official Tax Assessment Map as Block 1931, Lot 1.A, consisting of approximately 30 feet x 96 feet, which property is located within the Monticello Avenue Redevelopment Plan Area, described by metes and bounds in the description attached hereto as Exhibit A; depicted on the map attached hereto as Exhibit B; and more commonly known as 520 Bergen Avenue [Property] for a project that implements the purposes of the Plan, to the Jersey City Redevelopment Agency for the sum of \$150,000 is hereby approved.
2. The Mayor or Business Administrator is authorized to execute a Cooperation Agreement with the Jersey City Redevelopment Agency, and any other documents, including a deed, that are deemed legally necessary or appropriate by the Corporation Counsel, to effectuate the transfer of the Property to the Jersey City Redevelopment Agency.
3. The Cooperation Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel deems appropriate or necessary.
 - A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.
 - B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This Ordinance shall take effect at the time and in the manner as provided by law but in no event prior to the adoption of the Ordinance approving the Monticello Avenue Redevelopment Plan.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*.

JM/he
4/07/09

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: B. O'Reilly
Business Administrator

Certification Required
Not Required

COOPERATION AGREEMENT

This Agreement made as of the ___ day of _____ 2009, between the CITY OF JERSEY CITY [CITY], a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the JERSEY CITY REDEVELOPMENT AGENCY, [JCRA], a public corporation of the State of New Jersey, with offices at 30 Montgomery Street, Jersey City, NJ 07302.

RECITALS

WHEREAS, the City the owner of certain property known as Block 1931, Lot 1.A, on Jersey City's Official Tax Assessment Map and more commonly known by the street address of 520 Bergen Avenue, located within the Monticello Redevelopment Plan Area; and

WHEREAS, the JCRA has agreed to acquire the property from the City and pay the City the sum of \$150,000, before June 1, 2009 ; and

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, do mutually covenant, promise and agree as follows:

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to insure the implementation of the Morris Canal Redevelopment Agreement by the conveyance of certain City owned property to the JCRA for sale to a third party developer. The property is described as Block 1931, Lot 1.A, [Property].

ARTICLE 2

TERMS OF SALE

1. The City shall execute a deed and convey title to the JCRA in fee simple to all of the Property.

2. The JCRA shall pay the City a minimum sum of \$150,000, based upon proposed plans.

3. The JCRA shall pay the City the minimum net payment of the sum of \$150,000 shall be paid on or before June 1, 2009.

4. The City and JCRA may modify this Agreement and execute any other appropriate or necessary agreements as may be needed from time to time to effectuate the purposes of the Agreement. Such modifications must be approved in writing by the Business Administrator and Executive Director of the JCRA. The modifications will not require Council approval so long as the consideration is at least equal to \$150,000.

5. At the request of the City, the JCRA shall cooperate with and, if appropriate, coordinate its activities with such City agencies or other public bodies that the City may designate from time to time.

ARTICLE 3
DURATION OF AGREEMENT

The term of this Agreement shall be one (1) year commencing as of the date hereof. It may be extended up to a year with the mutual consent of the Business Administrator and Executive Director of the JCRA.

ARTICLE 4
COMPENSATION AND PAYMENT

The JCRA shall provide these services to the City for no consideration.

ARTICLE 5
CHOICE OF LAW

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

ARTICLE 6
NOTICES

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if hand delivered or mailed by certified mail, return receipt requested to:

1. City of Jersey City: A) Business Administrator, City Hall, 280 Grove Street, Jersey City, NJ 07302; B) Director of HEDC, 30 Montgomery Street, Jersey City, NJ 07302.

2. Jersey City Redevelopment Agency, Executive Director, 30 Montgomery Street, Jersey City, NJ 07302.

ARTICLE 7
REPORTS

Upon demand the JCRA agrees to provide the City with any reports, memoranda or other documents prepared or purchased by the JCRA in connection with the provision of services rendered hereunder. In addition, the JCRA will provide the City with periodic status reports or accounting upon demand by the City.

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O'Reilly
Business Administrator

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

Bob Antonicello, Exec. Dir. JCRA

10.01

BENTLEY AVE.

WELSH LA.

BERGEN

BRINKERHOFF

HARRISON

COMMUNIPAW

SACKETT ST.

SIEDLER ST.

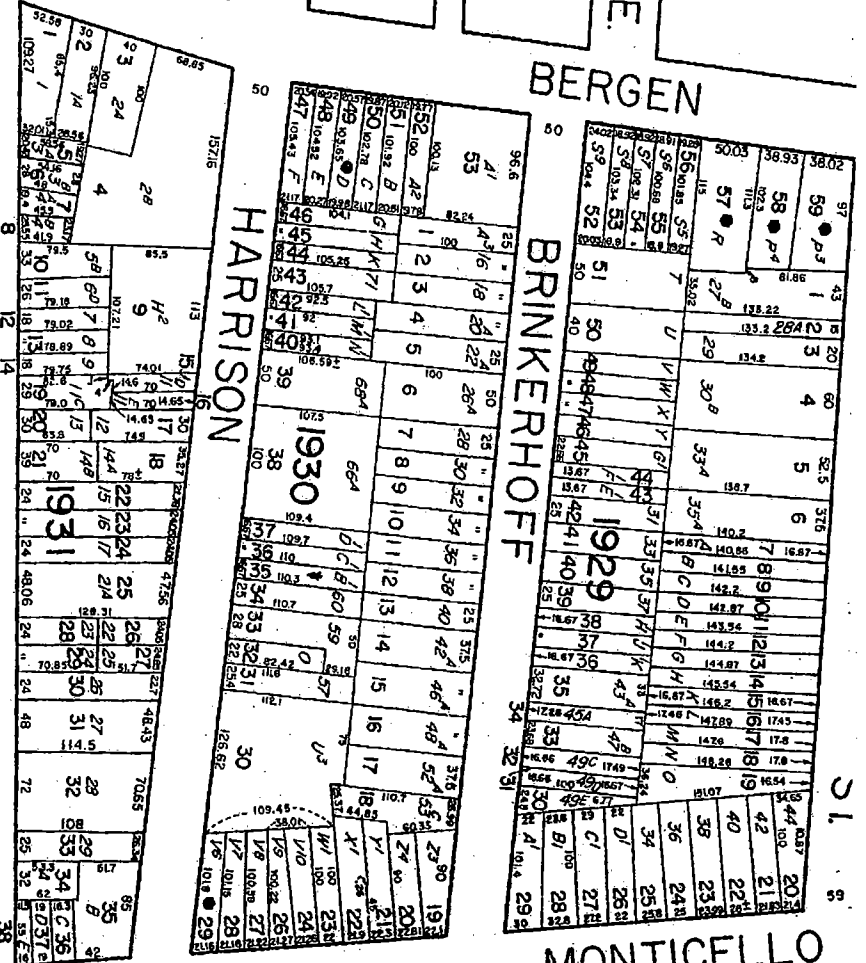
CLINTON AVE.

JACKSON AVE.

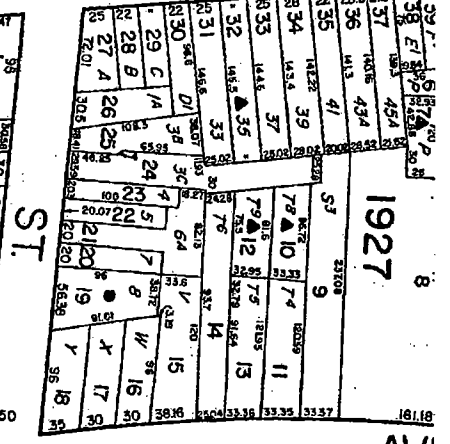
11.05

MADISON AVE.

CRESCENT AVE



MONTICELLO



CRESCENT

AVI

19

10

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

Ord. 09-055

ORDINANCE NO. _____

3.D. APR 22 2009 4.D. MAY 20 2009

TITLE:

Ordinance authorizing the conveyance of Block 1931, Lot 1.A more commonly known by the street address of 520 Bergen Avenue, within the Monticello Avenue Redevelopment Plan area to the Jersey City Redevelopment Agency.



RECORD OF COUNCIL VOTE ON INTRODUCTION											
APR 22 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
MAY 20 2009 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
<i>BRENNAN/SOTTOLANO</i>											
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	<i>ABSENT</i>			RICHARDSON	<i>ABSENT</i>			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
MAY 20 2009 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

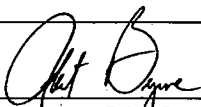
✓ Indicates Vote

N.V.-Not Voting (Abstain)

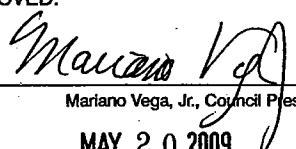
Adopted on first reading of the Council of Jersey City, N.J. on APR 22 2009

Adopted on second and final reading after hearing on MAY 20 2009

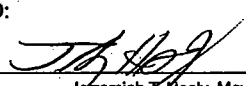
This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 20 2009



 Robert Byrne, City Clerk

APPROVED:


 Mariano Vega, Jr., Council President
 Date: MAY 20 2009

APPROVED:


 Jeff Healy, Mayor
 Date MAY 22 2009
 Date to Mayor MAY 21 2009

*Amendment(s):

City Clerk File No. Ord. 09-056

Agenda No. 3.E 1st Reading

Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-056

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH THE ROXY URBAN RENEWAL COMPANY, LLC FOR A PORTION OF 201 CORNELISON AVENUE, JERSEY CITY

WHEREAS, the City of Jersey City (City) needs to lease space for the administrative offices of the Department of Health and Human Services; and

WHEREAS, the Roxy Urban Renewal Company, LLC (Roxy) has offered to lease to the City approximately 38,891 square feet of space on the ground floor and floors one (1) through four (4) in the building it owns at 201 Cornelison Avenue, Jersey City; and

WHEREAS, the term of the lease is five (5) years effective as of January 1, 2009 and ending on December 31, 2013 unless renewed; and

WHEREAS, the annual rent will be \$554,474.00 for the first year with three (3) percent increments for each year thereafter, plus utility costs, and a pro-rata share of taxes; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance acquire property by lease; and

WHEREAS, funds in the amount of \$136,118.49 are available for the lease payments for January 1, 2009 through March 31, 2009.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the Roxy Urban Renewal Company, LLC for 38,891 square feet of administrative office space for the Department of Health and Human Services at 201 Cornelison Avenue, Jersey City;
2. The term of the lease is five (5) years effective as of January 1, 2009 and ending on December 31, 2013 unless renewed for an additional five (5) year period.
3. The rent for the first year of the lease shall not exceed \$544,474.00 or \$45,372.83 per month plus the cost of utilities and a pro-rata share of taxes.
4. The City shall have the right to terminate the lease early by providing the landlord with twelve (12) months prior written notice.

- 5. Funds in the amount of \$136,118.49 are available in Account no. and the balance of the lease funds shall be made available in the 2009 fiscal year permanent budget and in subsequent fiscal year budgets.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold** face and repealed matter by *italic*.

I, _____ (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$ _____ are available in Account No. _____

RR/cw
04/14/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

 _____
Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

LEASE AGREEMENT

between

THE ROXY URBAN RENEWAL COMPANY, LLC
("Landlord")

and

CITY OF JERSEY CITY
Department of Health and Human Services
("Tenant")

DATED: April ____, 2009

Prepared by:

SCHUMANN HANLON, LLC
30 Montgomery Street - 15th Floor
Jersey City, New Jersey 07302
201-434-2000

ARTICLE I GRANT AND TERM.....	1
SECTION 1.01. LEASED PREMISES.....	1
SECTION 1.02. COMMENCEMENT AND ENDING OF TERM.....	1
ARTICLE II RENT AND REAL ESTATE TAXES.....	1
SECTION 2.01. BASE RENT.....	1
SECTION 2.02. TRIPLE NET / ABSOLUTE NET LEASE.....	2
SECTION 2.03. REAL ESTATE TAXES.....	2
SECTION 2.04. ADDITIONAL RENT; PAST DUE RENT.....	3
ARTICLE III THE PERMITTED USE.....	3
SECTION 3.01. USE OF THE LEASED PREMISES.....	3
SECTION 3.02. OPERATION OF LEASED PREMISES.....	3
ARTICLE IV DELIVERY OF POSSESSION, ACCEPTANCE, ALTERATION, MAINTENANCE AND REPAIR OF LEASED PREMISES.....	4
SECTION 4.01. DELIVERY OR POSSESSION.....	4
SECTION 4.02. ALTERATIONS.....	4
SECTION 4.03. MAINTENANCE OF LEASED PREMISES BY TENANT; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; WASTE; NUISANCE.....	4
SECTION 4.04. MECHANIC'S LIENS.....	4
SECTION 4.05. REMOVAL OF TENANT'S PROPERTY.....	5
ARTICLE V INSURANCE AND INDEMNITY.....	5
SECTION 5.01. INSURANCE.....	5
SECTION 5.02. INCREASE IN INSURANCE PREMIUMS.....	6
SECTION 5.03. INDEMNIFICATION.....	6
ARTICLE VI UTILITIES.....	6
SECTION 6.01. UTILITY CHARGE.....	6
ARTICLE VII TRANSFER OR MORTGAGE OF BUILDING.....	7
SECTION 7.01. TENANT'S CERTIFICATE.....	7
SECTION 7.02. SUBORDINATION.....	7
ARTICLE VIII ASSIGNMENT AND SUBLETTING.....	7
SECTION 8.01. NO ASSIGNMENTS.....	7
SECTION 8.02. ACCEPTANCE OF RENT FROM TRANSFEREE.....	7
ARTICLE IX DESTRUCTION.....	7
SECTION 9.01. TOTAL OR PARTIAL DESTRUCTION.....	7
ARTICLE X EMINENT DOMAIN.....	8
SECTION 10.01. TOTAL CONDEMNATION OF LEASED PREMISES.....	8
SECTION 10.02. PARTIAL CONDEMNATION.....	8
ARTICLE XI DEFAULT OF TENANT.....	8
SECTION 11.01. EVENTS OF DEFAULT.....	8
SECTION 11.02. LEGAL EXPENSES.....	9
SECTION 11.03. WAIVER OF JURY TRIAL; COUNTERCLAIMS.....	9
ARTICLE XII LEASE RENEWAL / LEASE CANCELLATION / LEASE EXPIRATION.....	10

ARTICLE XIII MISCELLANEOUS	10
SECTION 13.01. ACCESS BY LANDLORD.....	10
SECTION 13.02. RESERVATION FOR PIPES AND UTILITIES	10
SECTION 13.03. SIGNS.....	11
SECTION 13.04. SURRENDER OF PREMISES	11
SECTION 13.05. RULES AND REGULATIONS	11
SECTION 13.06. AUTHORIZATION	11
SECTION 13.07. LOSS AND DAMAGE	11
SECTION 13.08. HOLDING OVER	12
SECTION 13.09. SUCCESSORS AND ASSIGNS.....	12
SECTION 13.10. QUIET ENJOYMENT	12
SECTION 13.11. CUMULATIVE REMEDIES.....	12
SECTION 13.12. NO WAIVER OR ACCORD AND SATISFACTION	12
SECTION 13.13. NOTICES	12
SECTION 13.14. LIMITATION OF LIABILITY	13
SECTION 13.15. ENVIRONMENTAL MATTERS	13
SECTION 13.16. RECORDING.....	15
SECTION 13.17. PARTIAL INVALIDITY	15
SECTION 13.18. RELATIONSHIP OF PARTIES	15
SECTION 13.19. EFFECT OF OCCUPYING THE LEASED PREMISES	15
SECTION 13.20. FLOOR LOADS.....	15
SECTION 13.21. THE DEVELOPMENT.....	15
SECTION 13.22. ENTIRE AGREEMENT	15

THIS LEASE AGREEMENT ("Lease") made as of the _____ day of April 2009, by and between **THE ROXY URBAN RENEWAL COMPANY, LLC** having an office at c/o Metrovest Equities, Inc. 731 Lexington Avenue, New York, New York 10022 (hereinafter referred to as "Landlord") and **CITY OF JERSEY CITY, c/o Business Administrator**, having an office at 280 Grove Street, Jersey City, New Jersey 07030 (hereinafter referred to as "Tenant").

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

**ARTICLE I
GRANT AND TERM**

SECTION 1.01. LEASED PREMISES. Landlord demises and leases to Tenant and Tenant hires from Landlord those certain premises (the "Leased Premises"), described as the ground floor through and including the fourth (4th) floor consisting of 38,891 sf, in a building, known as "The Roxy" (the "Building"), together with a parking area, located on Block 1899, Lot 28 (the "Property") in the City of Jersey City, County of Hudson and State of New Jersey, more commonly known as 201 Cornelison Avenue, Jersey City, New Jersey, as shown on Exhibit A hereof. This Lease is made subject to all liens, encumbrances, easements, restrictions, covenants, zoning laws and all regulations governing the Leased Premises. Tenant acknowledges that the Building and the Property, including the Leased Premises, are subject to a New Jersey State Historic Preservation Office ("NJSHPO") easement and Tenant agrees to be bound by the terms and conditions of the NJSHPO easement. Tenant further acknowledges that the Building and the Property (including the Leased Premises) are part of a larger residential, commercial and retail development, known as "The Beacon" (hereafter referred to as the "Development").

SECTION 1.02. COMMENCEMENT AND ENDING OF TERM. The term of this Lease shall be for a period of five (5) years (the "Term") commencing as of January 1, 2009 (the "Commencement Date") and ending on December 31, 2013 (the "Expiration Date").

**ARTICLE II
RENT AND REAL ESTATE TAXES**

SECTION 2.01. BASE RENT.

(a) Commencing on the Commencement Date, Tenant shall pay to Landlord during the Term, in lawful money of the United States, without any prior demand therefor and without any offsets or deductions whatsoever (except as expressly provided in this Lease, the following sums (collectively, "Rent")):

- (i) Base rent ("Base Rent") at the rate or rates per annum specified in Exhibit B, and made a part hereof; and
- (ii) Additional Rent ("Additional Rent") consisting of all other sums of money as shall become due from and be payable by Tenant hereunder (for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Base Rent).

(b) Base Rent shall be payable in advance in equal monthly installments beginning on the Commencement Date and continuing on the first day of each calendar month thereafter during the Term.

(c) In the event that the Commencement Date shall occur on a day other than the first day of a calendar month, the monthly installment of Base Rent for the unexpired portion of the month in which the Commencement Date occurs shall be prorated on the basis of the actual number of days in such month. In the event the Expiration Date shall occur on a day other than the last day of a calendar month, then the amount of the monthly installment of the Base Rent, for the last month or portion thereof in which the Expiration Date occurs shall be prorated on the basis of the actual number of days in such month, and any excess prepaid Base Rent and Additional Rent shall be refunded by Landlord to Tenant on the Expiration Date.

(d) If Tenant shall fail to pay any rents, charges or other sums after the same become due payable and such failure has occurred on two (2) prior occasions, then on the third such occasion and each occasion thereafter, such unpaid amounts shall bear interest at the per annum rate of one percent (1%) in excess of the rate from time to time announced by Citibank, N.A. (as its "prime rate", calculated on the basis of actual days elapsed, based on a 360 day year, from the due date of such rents, charges or other sums to the date of payment; provided, however, that such interest shall never exceed the maximum legal rate from time to time permitted by applicable law. The provisions herein for Additional Rent shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such Additional Rent, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant are not made at the time herein stipulated, subject to the applicable cure period set forth in Paragraph 19, and neither the demand for, nor collection by Landlord of, such additional Rent shall be construed as a curing of such default on the part of Tenant.

(e) If any of the Rent payable under the terms of this Lease shall be or become uncollectible, reduced or required to be refunded because of any applicable law, ordinance, order, rule, requirement or regulation, Tenants shall enter into such agreement(s) and take such other reasonable steps (without additional expenses to Tenant) as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rent which from time to time during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts reserved therefor under this Lease). Upon the termination of such legal rent restriction, (a) the Rent shall become and thereafter be payable in accordance with the amounts reserved herein for periods following such termination and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the Rent which would have been paid pursuant to this Lease for such legal rent restriction less (ii) the Rent paid by Tenant during the period such legal rent restriction was in effect.

SECTION 2.02. TRIPLE NET / ABSOLUTE NET LEASE. It is understood and agreed that this Lease is a triple net or absolute net lease in which Tenant is responsible for and obligated to pay all costs and expenses relating to the Leased Premises.

SECTION 2.03. REAL ESTATE TAXES. Tenant agrees to pay, as Additional Rent, its pro-rata share (Tenant's Fraction) of the Real Estate Taxes (as hereafter defined) for the Building and the Property.

Until the Landlord has received actual tax bills for the Building and Property, Landlord shall reasonably estimate the annual amount of Tenant's proportionate share of the Real Estate Taxes, based on Tenant's Fraction (which estimate may be changed by Landlord upon Landlord's receipt of actual tax bills, at any time and from time to time), and upon receipt of Landlord's notice of the estimate Tenant shall pay to Landlord the one-twelfth (1/12) of the amount so estimated on the first day of each month in advance. If the term of the Lease commences on a day other than the first day of a month, Tenant's share of Real Estate Taxes for such partial month shall

be pro-rated based on a 30 day calendar month. When the amount of any item comprising Real Estate Taxes is finally determined for a real estate fiscal tax year, Landlord shall submit to Tenant a statement in reasonable detail, the figures used for computing Tenant's Fraction of the same, and if Tenant's proportionate share as stated is more or less than the amount theretofore paid by Tenant for such item based on Landlord's estimate, Tenant shall pay to Landlord the deficiency, or Landlord shall refund to Tenant the excess, within 15 days after submission of such statement. Tenant shall pay to Landlord on demand from time to time the amount which, together with said monthly installments, will be sufficient in Landlord's estimation based on previous or actual tax bills to pay Tenant's Fraction of any Real Estate Taxes 15 days prior to the date when such Real Estate Taxes shall first become due.

The term "Real Estate Taxes" shall mean all real estate taxes, ad valorem taxes and assessments payments in lieu of taxes, taxes on real estate rental receipts and other governmental levies and charges of every kind and nature whatsoever, general or special, extraordinary as well as ordinary, which shall be charged, levied, assessed or imposed by any lawful taxing authority against the Building and Property and all other improvements or betterments comprising the Building and Property, including interest on installment payments and all reasonable costs and fees incurred by Landlord in contesting taxes, assessments and/or negotiating same with taxing authorities and any payments made to any federal, state or local governmental authority by Landlord in lieu of any such taxes or assessments and including any excises payable under the State Laws (which excises may be based on the amount of income or revenue of Landlord).

SECTION 2.04. ADDITIONAL RENT; PAST DUE RENT. In addition to the Base Rent, all other payments to be made by Tenant to Landlord ("Additional Rent") shall be deemed to be and shall become Additional Rent whether or not the same be designated as such and shall be due and payable, unless otherwise specified, within ten (10) days after demand, without any deduction or set-off whatsoever. All rights and remedies available to Landlord pursuant to this Lease or at law for the nonpayment of Base Rent shall be equally applicable for the nonpayment of Additional Rent. In the event Tenant shall fail to pay within ten (10) days after same has become due any Base Rent or Additional Rent, Tenant shall pay to Landlord a late charge for processing such delinquent payment at the rate of four (4) cents for each \$1.00 delinquent. Upon Landlord's written demand therefore, Landlord, at Landlord's option, shall have the right to pay any sum or perform any act requiring the expenditure of monies by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease to be performed by Tenant hereunder. In the event Landlord shall so elect to make such payments or perform such acts requiring the expenditure of monies, Tenant agrees to pay to Landlord, within ten (10) days after demand, all such sums paid or expended, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum legal rate from the date of expenditures, calculated from the date of such payment or expenditure by Landlord; such sums to be deemed to be and shall become Additional Rent hereunder. Notwithstanding the foregoing, as a result of Tenant's budget requirements, Tenant shall not be responsible for late charges for late payment of Base Rent and Additional Rent due for July, August or September during the Term until thirty (30) days after written notice to tenant of failure to make payment.

ARTICLE III THE PERMITTED USE

SECTION 3.01. USE OF THE LEASED PREMISES. Tenant shall use the Leased Premises solely for administrative offices for the Department of Health and Human Services (the "Permitted Use"). Tenant shall not use, permit or suffer the use of the Leased Premises for any other business or purpose.

SECTION 3.02. OPERATION OF LEASED PREMISES. Tenant shall (a) keep the Leased Premises in a neat, clean, sanitary, safe condition and free from litter; (b) at its sole cost and expense arrange for and cause the removal of all rubbish and refuse from the Leased Premises in accordance with all applicable laws, ordinances and orders of all government agencies, as well as rules and regulations of the Landlord; (c) at its sole cost and expense, keep the Leased Premises free from vermin and as often as deemed necessary exterminate all animal, insect and vegetable matter that

may accumulate; (d) pay prior to delinquency, any and all taxes and assessments levied or assessed during the term hereof upon or against all fixtures, furniture, equipment and any other personal property installed by or on behalf of Tenant or anyone holding all or any part of the Leased Premises through or under Tenant and (e) comply with all federal, state and municipal laws, rules, regulations or ordinances relating to the operation of Tenant's Permitted Use.

ARTICLE IV
DELIVERY OF POSSESSION, ACCEPTANCE, ALTERATION,
MAINTENANCE AND REPAIR OF LEASED PREMISES

SECTION 4.01 DELIVERY OF POSSESSION. Tenant acknowledges that the Leased Premises are in satisfactory condition. Neither Landlord, nor Landlord's representatives, employees or agents have made any representations, warranties or promises with respect to the physical condition of the Leased Premises, the use thereof, the rents, leases, Tenant's expenses of operation or any other matter or thing affecting or relating to the Leased Premises or the Building and Property, except as expressly set forth in this Lease. Tenant acknowledges and agrees that the Leased Premises will not have fire sprinklers and that Tenant shall be responsible for obtaining and installing smoke detectors at the Leased Premises at Tenant's sole cost and expense.

SECTION 4.02. ALTERATIONS. Tenant shall not have the right to make any alterations to the Leased Premises or to make any alteration to the exterior of the Leased Premises, including (without limitation) replacement of windows or doors, installation of floor coverings, interior or exterior lights, plumbing and fixtures without first obtaining Landlord's prior written approval or consent, which consent may be withheld in Landlord's sole judgment.

SECTION 4.03. MAINTENANCE OF LEASED PREMISES BY TENANT; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; WASTE; NUISANCE.

(a) Tenant shall at all times keep and maintain in good order, condition and repair (including, without limitation, the exterior and interior windows, and window frames, door and door frames, entrances, motorcycles storage areas, floor coverings, lighting, plumbing and sewage systems inside the Leased Premises, plumbing fixtures, heating, ventilating and air conditioning and electrical systems) and shall make all repairs, replacements and renewals thereto, whether interior or exterior, ordinary or extraordinary, foreseen or unforeseen. Any such maintenance or repair work shall be performed by Landlord at Tenant's expense or by contractors approved by Landlord in advance of work being performed. Tenant shall comply with all requirements of all federal, state or local governmental agencies or authorities, now or hereafter in force, pertaining to the Leased Premises. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and Tenant shall not place a load upon any floor of the Leased Premises which exceeds the floor load of such are which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or any other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Building.

(b) Any repairs, alterations, additions, improvements and/or fixtures installed or paid for by Tenant and affixed to the interior or exterior of the Leased Premises, other than movable trade fixtures and decorations, shall at the expiration or earlier termination of this Lease become the property of Landlord, at Landlord's election; if Landlord shall not so elect, same shall be removed and the Leased Premises repaired or restored by Tenant at Tenant's sole cost and expense. Any work performed by Tenant shall, irrespective of cost, be subject to Landlord's inspection and approval after completion to determine whether the same complies with the requirements set forth in this Lease, unless such work shall have been performed by a person theretofore approved by Landlord.

SECTION 4.04. REMOVAL OF TENANT'S PROPERTY. Any equipment, fixtures, goods or other property of the Tenant, which Tenant does not remove from the Leased Premises upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Leased Premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall

have the right, without any notice to the Tenant, to sell or otherwise dispose of same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

SECTION 4.05. TRADE FIXTURES. All removable trade fixtures installed by Tenant shall remain Tenant's property and may be removed from the Leased Premises at any time so long as Tenant is not in default, provided Tenant repairs any damage to the Leased Premises resulting from such removal. The term "removable trade fixtures" as used herein shall not include any of the following, even if same are removable: heating, ventilating and air conditioning equipment, plumbing fixtures and equipment, electrical equipment, floor and wall coverings and lighting fixtures. In the event Tenant abandons the Leased Premises or vacates the Leased Premises as the result of any summary dispossession action by Landlord, all trade fixtures will be deemed Landlord's property, and Tenant shall not have any right to remove them.

ARTICLE V INSURANCE AND INDEMNITY

SECTION 5.01. INSURANCE. Tenant shall procure and continue in force at its sole cost and expense during the term of this Lease (including any period prior to the Commencement Date in which Tenant is engaged in any alterations or repairs to the Leased Premises):

(a) Comprehensive general liability insurance on an occurrence basis covering bodily injury, personal injury and death, and property damage, including water damage, sprinkler leakage and legal liability occurring in or about the Building or the Leased Premises, in an amount not less than Ten Million (\$10,000,000) Dollars combined single limit. Tenant represents that Tenant is self-insured in the amount of \$250,000 and maintains excess coverage of \$10,000,000. Landlord acknowledges such coverage structure satisfies this provision of the Lease.

(b) Plate glass insurance with respect to all plate and other glass in or on the Leased Premises.

(c) Fire insurance with extended coverage and vandalism and malicious mischief endorsements, (so called "All Risks" perils) in an amount adequate to cover one hundred percent (100%) of the full replacement value of all personal property, trade fixtures, decorations and contents in or on the Leased Premises in the event of fire or other casualty. The "All Risks" coverage shall also include the perils of earthquake, flood, boiler and machinery as well as terrorism insurance.

(d) Such other insurance and in such other amounts as Landlord or the holder of any mortgage, deed of trust, ground or underlying lease may require. Such insurance shall be written by one or more responsible insurance companies authorized to issue such insurance in New Jersey. There shall be delivered to Landlord a certificate or certificates of such insurance and of all renewals and replacements thereof with proof satisfactory to Landlord of payment of premiums therefor. All such policies (i) shall name Landlord and any party or parties designated by Landlord as additional insureds; (ii) shall contain a provision that they may not be canceled or amended without at least thirty (30) days' prior written notice to Landlord and such other named insureds; and (iii) shall be procured and maintained at the sole cost and expense of Tenant. In the event that Tenant fails to procure or maintain any insurance pursuant to this Section, Landlord may obtain same on behalf of Tenant and any premiums paid by Landlord therefor shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days after demand therefor.

If by any reason Tenant shall use the Leased Premises in a manner so that the insurance rates for the fire or other hazards or liability rates shall be increased, Tenant shall pay, upon demand, as rent, the amounts by which the premiums for such insurance are increased. Such payments shall be made within thirty (30) days after the date Landlord provides Tenant with written notice of increased cost but in no case later than one (1) month after the demand, whichever occurs first.

SECTION 5.02. INCREASE IN INSURANCE PREMIUMS. Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Premises which may be

