



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-075

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING A RECREATIONAL PROGRAM PURSUANT TO N.J.S.A. 40A: 12-14 (c) AND N.J.S.A. 40A : 12-15 (j)**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City is the owner of vacant land known as Block 1963 Lot 12.A also known as 826 Ocean Avenue located in the City of Jersey City; and

WHEREAS , Saint John's Baptist Church is a non-profit organization of the State of New Jersey which sponsors an after school program; and

WHEREAS, it is the intention of Saint John's Baptist Church to use the property for recreational purposes such as, volleyball basketball, and similar forms of sports which shall be nonsectarian; and

WHEREAS, the program is designed to serve approximately 40 to 50 children in the community between the ages of three to thirteen; and

WHEREAS, the term of the lease shall be one year; and

WHEREAS, the consideration for this agreement shall be One (\$1.00) Dollar and other good and valuable consideration benefitting the public at large; and

WHEREAS, pursuant to N.J.S.A. 40A: 12-14(c) and N.J.S.A 40A: 12-15(j), the City of Jersey City may lease the property to Saint John's Baptist Church.

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

1. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached one year lease agreement for the premises known as 826 Ocean Avenue with Saint John's Baptist Church (a copy of which is on file in the City Clerk's office).
2. The term of the lease shall be for (1) year beginning on the date of the execution of the lease by City Officials and the City reserves the right to terminate the lease at its convenience without cause by providing thirty (30) days' notice prior to the effective date of termination.
3. The consideration for this lease shall be one dollar (\$1.00) and such other good and valuable consideration benefitting the public at large.
4. The Office of Real Estate shall be responsible for enforcement of all terms and conditions of the lease attached hereto.

R.R.
5-14-12

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY
TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH
SAINT JOHN'S BAPTIST CHURCH, A NON- PROFIT
ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE
PURPOSE OF CONDUCTING A RECREATIONAL PROGRAM
PURSUANT TO N.J.S.A.; 40A : 12-14 © AND N.J.S.A.; 12-15 (j)**

5. This lease is authorized under the provisions of N.J.S.A. 40A: 12-14(c) and N.J.S.A. 40A: 12-15(j) which permit a non-profit corporation to use city-owned vacant land for recreational purposes. The property shall not be used for a sectarian, denominational or religious purpose. If the corporate charter of Saint John's Baptist Church is revoked during the term of this lease, or if Saint John's Baptist Church stops providing a recreational program, the City shall have the right to terminate the lease by providing fifteen (15) days written notice prior to the effective date of termination.

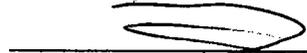
A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

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.

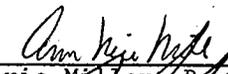
C. This ordinance shall take effect at the time and in the manner as provided by law.

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

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: 
Ann Marie Miller, Real Estate Manager

APPROVED: _____
Business Administrator

Certification Required

Not Required



S **ST. JOHN'S BAPTIST CHURCH** **H**
525 Bramhall Avenue
Jersey City, New Jersey 07304



Reverend Nolan M. Doby, Pastor
Church: 201-433-7780 Res. 732-249-0706
Fax: 201-433-6004

Website: www.stjohnsbc-icnj.com

E-mail

sibc1929@hotmail.com / stjohnsbaptistchurch.net

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cathaline McKay
Deaconess President

Priscilla Gaillard
Church Clerk

May 8, 2012

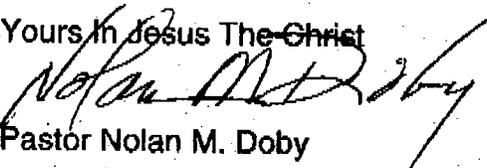
Annie Marie Miller
City Hall of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

Dear Ms. Miller

This letter is to advise that St. John's Baptist Church would like to renew our lease agreement for BLOCK 1963, LOT 12.A located at 826 Ocean Avenue, Jersey City, New Jersey.

The sole use of the lot will be for recreation activities for our youth in the Church as well as in the community.

Yours in Jesus The Christ


Pastor Nolan M. Doby

LEASE AGREEMENT

This LEASE, dated the _____ day of _____, 2012 Between

THE CITY OF JERSEY CITY (CITY)
(Landlord/ Lessor) ; and

Saint John's Baptist Church (Tenant/ Lessee), a non-profit Corporation of the State of New Jersey, with offices at 525 Bramhall Avenue, Jersey City, New Jersey.

Landlord leases to the Tenant, for the term and rent specified the premises described, situated at 826 Ocean Avenue in the City of Jersey City, County of Hudson and State of New Jersey a/k/a/ Block 1963, Lot 12.A on the City tax map.

As used in the Lease, the term Landlord includes the Landlord and any agents of the landlord.

The term shall be for one (1) year beginning on the date of execution of this lease by the appropriate City officials and terminating one (1) year thereafter.

The annual rent shall be one dollar (\$1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various services to children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall have the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

First- Prior to the execution of the Lease Agreement, Tenant shall submit a report to the Real Estate Manager setting out the use to which the leasehold will be put during the lease term. The report shall include the activities that the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted, the approximate value or cost, if any, of such activities in furtherance of such purpose, and proof of the tax exempt status of the non-profit corporation pursuant to both state and federal laws. If Tenant fails to submit this report or if Tenant stops providing the services for which it was incorporated or if Tenant's corporate charter is terminated or revoked, Landlord shall have the right to terminate the lease upon giving 15 day's written notice to Tenant prior to the effective date of termination.

Additionally, Landlord shall have the right at its convenience to terminate the lease without cause by providing 30 days' written notice to the tenant prior to the effective date of termination.

Second.- The tenant shall use the demised premises for educational and recreational purpose, such as, volleyball, basketball and similar forms of sports and not use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon. The demised premises shall not be used for a sectarian, denominational or religious purpose.

Third- The tenant shall not sub-let the demised premises nor any portion thereof, nor assign this lease without the prior written consent of the Landlord endorsed hereon.

Fourth- The Tenant has examined the premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representation made by the Landlord or its agents as to the present or future condition of the premises. The Tenant shall keep the premises in good condition, and shall redecorate, paint and renovate the premises as may be necessary to keep them in repair and appearance. The Tenant shall surrender the premises and the end of the term in as good condition as reasonable use will permit. The Tenant shall not make any alterations, additions, or improvements to premises without the prior written consent of the Landlord . All additions and improvement, whether temporary permanent, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon the premises at the termination of this Lease, without compensation to the Tenant, excepting if the Landlord does not desire to accept any improvements made by the Tenant on the premises excepting if any surface pavement installed by the Tenant, then the Tenant shall, at its own cost and expense, restore leased premises to the conditions existing immediately prior to the commencement of the Lessees use of the premises keep the premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectional matter. Tenant shall at its sole cost and expense, maintain and keep in good repair and safe order and condition, the entire premises ; including sidewalks, tenant shall during the term of the lease keep the premises and the sidewalks in front, free of ice, snow and debris.

Fifth- If a mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty day's notice to the Tenant, may terminate this lease and pay the lien, without inquiring as to its validity ; and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the lien.

Sixth- Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows : water by the Tenant ; gas by the Tenant ; electricity by the Tenant ; heat by the Tenant ; refrigeration by the Tenant, and hot water by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Seventh- The Landlord may enter the premises at reasonable hours of the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations) , or to exhibit the same to prospective purchasers and place a suitable " For Sale " sign. For three months before the expiration of the term, the Landlord may exhibit the premises to prospective tenants, and may place the usual " To Let " signs thereon.

Eight- In the event of the destruction of the demised premises or the building containing the premises during the term or previous thereto, or such partial destruction as to render the

premises unfit for occupancy, or should the demised premises be so badly that the same cannot be repaired within ninety days of such damage, the term shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction ; and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. The Landlord may re-enter and re- possess the premises discharged from this lease and may remove all parties. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from damage, the Landlord may enter and repair the same with reasonable speed, the rent shall not accrue after damage or during repairs, but shall commence immediately after shall be completed. But if the premises shall be so slightly damaged as not be rendered untenable and unfit for occupancy, the Landlord shall repair them with reasonable promptness in the case the rent accrued and accruing shall not cease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Ninth- The Tenant shall comply with all laws, ordinances , regulations of the Federal, State, County and Municipal authorities applicable to the business conducted by the Tenant in the demised premises. The Tenant shall not do or permit anything to be done in the premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvement or contents thereof as additional rent.

Tenth- No, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any , as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

Twelfth- If Tenant violates any covenant or conditions of this lease, or of the rules established by the Landlord , and upon failure to discontinue such violation within ten days after notice to the Tenant, this lease shall, at the option of the Landlord, become void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the premises after the breach or violation.

Thirteenth- All notices and demands, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail or delivered to the Tenant at 525 Bramhall Avenue, Jersey City, New Jersey 07304. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the City of Jersey City Office of Real Estate located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302. All notices should be addressed to the attention of the Jersey City Real Estate Manager.

Fifteenth- If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Sixteenth- No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Seventeenth- The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

Twentieth- Lessee shall indemnify and hold the Landlord and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises. Lessee shall defend any suit against the Landlord, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false or fraudulent.

Twenty-First- The Lessee shall provide insurance coverage to the Landlord indemnifying the Landlord from any liability in connection with the Lessee's use of the premises. The Landlord shall be named as an insured and the amount of the insurance shall be determined by the City of Jersey City Risk Manager.

Twenty-Second- The Landlord may cancel this lease during the term of this lease if Lessee is in default of any covenants or conditions hereunder.

Twenty-Third- Routine maintenance of the building and premises shall be the responsibility of Tenant. This includes but is not limited to floors and windows. Tenant shall be its sole cost and expense, maintain and keep in good repair and safe order and condition; the entire demised premises; including sidewalks. Tenant shall during the term of the lease keep the premises and the sidewalks in front free of ice, snow and debris.

Twenty-Fourth- This lease contains the entire contract between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

JOHN KELLY
Business Administrator

WITNESS:

Saint John's Baptist Church

BY: _____
Pastor Nolan M. Doby

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

ORDINANCE NO. Ord. 12-075
 TITLE: 3.A. MAY 23 2012 4.A.



Ordinance authorizing the City of Jersey City to enter into a one year lease agreement with Saint John's Baptist Church, a non-profit organization of the State of New Jersey, for the purpose of conducting a recreational program pursuant to N.J.S.A. 40A:12-14 (c) and N.J.S.A. 40A:12-15 (j).

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 23 2012 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
LOPEZ	✓			RICHARDSON	ABSENT			MASSEY	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 23 2012

Adopted on second and final reading after hearing on _____

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

APPROVED:

Robert Byrne, City Clerk

Peter M. Brennan, Council President

*Amendment(s):

Date: _____

APPROVED: _____

Jerramiah T. Healy, Mayor

Date _____

Date to Mayor _____

City Clerk File No. Ord. 12-076

Agenda No. 3.B 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-076

TITLE: ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City [City] needs office space for various Departments; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease of real property if it determines it is needed for municipal purposes; and

WHEREAS, Journal Square Plaza Urban Renewal Associates is the owner of Block 586.5, Lot Plot. B, more commonly known by the street address of One Journal Square Plaza (Property); and

WHEREAS, by the adoption of Ordinance 05-015, the City approved a lease with Journal Square Plaza Urban Renewal Associates for ten (10) years for approximately 28,202 square feet of space at the Property, consisting of the entire 2nd and 3rd floors of the Property; and

WHEREAS, the lease expires on May 31, 2015; and

WHEREAS, the rent for the space was \$21.25 per square foot or \$599,292.50 per year for the last five (5) years of the term of the lease; and

WHEREAS, by the adoption of Ordinance 06-008 the parties amended the lease, effective March 1, 2006, and increased the Premises by 3,200 square feet, located on the 4th floor; and

WHEREAS, the rent for the 3,200 square feet on the 4th floor was \$21.25 per square foot or \$68,000 per year for the last five (5) years of the term of the lease; and

WHEREAS, the City also pays a flat \$1.50 per square foot or \$4,800 for the gas and electric charges for the fourth floor for the entire term of the lease; and

WHEREAS, the parties now wish to amend the lease commencing on or about June 1, 2012, to add the remainder of the 4th floor, which will increase the total leased premises by 10,924 square feet; and

WHEREAS, the owner has agreed to an additional rent of \$11 per square foot for the additional 10,924 square feet or an increase in annual rent of \$120,164 for the balance of the lease term; and

ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B

WHEREAS, this Second Amendment will result in the rented premise consisting of all of the 2nd, 3rd and 4th floors of the Property or 42,326 square feet; and

WHEREAS, the total annual rent for the entire 42,326 square feet, shall be \$787,456.50 each year or reducing the average per square foot rent to \$18.60; and

WHEREAS, funds have been encumbered in account #01-20131432 for the increased amount under P.O. _____.

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

1. The Mayor or Business Administrator is authorized to amend the lease agreement with Journal Square Plaza Urban Renewal Associates to add an additional 10,924 square feet on the fourth floor.
2. The rent for the additional space will be \$11 a square foot or \$120,164; and
3. This second amendment will result in a total rented premise consisting of the entire 2nd, 3rd and 4th floors of the Property or 42,326 square feet, and a total rent of \$787,456 a year or an average of \$18.60 a square foot plus \$4,800 each year for gas and electric for the 4th floor; and
4. The Second Amended Lease shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
5. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
6. 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.
7. This Ordinance shall take effect at the time and in the manner as provided by law.
8. 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*.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required



CITY OF JERSEY CITY

Office of the City Administrator

280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5146
Fax (201) 547-4833

Jerramiah Healy, Mayor
John W. Kelly, City Administrator

May 16, 2012

To: Council President and Council Members:
From: Jack Kelly, Business Administrator

Re: Relocation of Chief Comey and his Staff

Within the next 60 days the JCRA will finalize the sale of 8 Erie Street on behalf of the City. It is the Administration's plan to relocate the JCPD to the 4th floor of 1 JSQ. Presently the City leases the entire 2nd and 3rd floors of this building and 3,200 sf. on the 4th floor. The pension office and other city offices housed on the 4th floor will be relocated to the 2nd and 3rd floors and the JCPD will occupy the entire 4th floor, an increase in leased space of 10,924sf.

The ordinance to be presented at the May 23rd Council meeting will amend the present lease on very favorable terms. The present base rent under the current lease is 22.31 psf. The newly leased space will be 11 sf. or 120,000 annually. The term for the additional space will be three years and the lease will expire on the same date as the original lease, May 31, 2015.

The combined sales and lease transactions will have the following positive outcomes:

- 8 Erie Street and adjacent parking donated by New Jersey Bell to the City in 1973 sells for \$3,900,000.
- More than 100 years old 8 Erie Street is functionally obsolescent and requires major capital improvements to the roof and overall general safety improvements to protect the health and safety of its occupants. Significant capital cost avoidance this year and future years.
- Annual building operating expenses exceed \$150,000 annually at 8 Erie Street.
- Upon completion of the sale annual real estate taxes generated at the site, prior to adaptive reuse, will be approximately \$90,000.
- Annual real estate taxes generated after the residential projects are complete should conservatively exceed \$300,000.
- The Grove Street Path area will become even more vibrant by adding permanent residential units.
- Traffic flow will improve in the area adjacent to the site.
- Police presence will be added to the JSQ area.

- The City's lease expenses will be less than our current operating costs at 8 Erie Street.

cc: Jerramiah Healy, Mayor
Rosemary McFadden, Chief of Staff
Thomas Comey, Chief of Police



CITY OF JERSEY CITY

Office of the City Administrator

280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5146
Fax (201) 547-4833

Jerramiah Healy, Mayor
John W. Kelly, City Administrator

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- Annual building operating expenses exceed \$150,000 annually at 8 Erie Street.
- Upon completion of the sale annual real estate taxes generated at the site, prior to adaptive reuse, will be approximately \$90,000.
- Annual real estate taxes generated after the residential projects are complete should conservatively exceed \$300,000.
- The Grove Street Path area will become even more vibrant by adding permanent residential units.
- Traffic flow will improve in the area adjacent to the site.
- Police presence will be added to the JSQ area.

- The City's lease expenses will be less than our current operating costs at 8 Erie Street.

cc: Jerramiah Healy, Mayor
Rosemary McFadden, Chief of Staff
Thomas Comey, Chief of Police

**Annual Expense Comparison, Cost Avoidance and Additional Revenue Realized
Police Administration Relocation
8 Erie Street vs. 1 JSQ**

	<u>8 Erie</u>	<u>1 JSQ</u>	<u>Annual Expense Savings, Cost Avoidance and Additional Revenue</u>
<u>ANNUAL EXPENSES</u>			
Utilities	99,050	58,742	40,308
Building Insurance	10,522	-	10,522
Janitorial Service	59,417	15,077	44,341
Custodial Supplies	12,000	10,000	2,000
HVAC Repairs	20,000	-	20,000
Plumbing Repairs	10,000	-	10,000
Elevator Maintenance	4,000	-	4,000
Electrical Repairs	5,000	-	5,000
Rent	-	120,000	(120,000)
Parking	-	14,400	(14,400)
Total Expenses	219,989	218,219	1,771
<u>CAPITAL IMPROVEMENTS & COST AVOIDANCE</u>			
Roof replacement (150,000 replacement cost with useful life of 20 years)			7,500
HVAC Replacement (600,000 replacement cost with useful life of 20 years)			30,000
Entry Foyer Improvements (50,000 replacement cost with useful life of 25 years)			2,000
Lobby Kiosk (30,000 capital cost, useful life, term of lease 3 years)			(10,000)
Moving Costs (20,000 capital cost, useful life, term of lease 3 years)			(6,667)
Phones, IT-wiring, etc (36,000 capital cost, useful life, term of lease 3 years)			(12,000)
Renovations 1 JSQ 2nd/3rd floors (6,000 capital cost, useful life, term of lease 3 years)			(2,000)
Total Annual Capital Improvements & Cost Avoidance			8,833
<u>REVENUE</u>			
Property Taxes			
After Construction (prior to construction 90,000)			300,000
Parking Lot Tax			2,160
Total Annual Revenue Realized			302,160
Total Annual Expense Savings, Cost Avoidance and Additional Revenue			312,764

Notes:

The following are associated one time expenditures and revenue:

- Renovations at 1 JSQ for 4th floor 75,000
 (Paid by Law Enforcement Trust)
- Proceeds from Sale of 8 Erie 3,900,000

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

ORDINANCE NO. Ord. 12-076
3.6, MAY 23 2012 *4.B.*



Ordinance authorizing a second amendment to the city's
 lease with Journal Square Plaza Urban Renewal Associates
 for One Journal Square Plaza, Block 586.5, Lot Plot. B.

RECORD OF COUNCIL VOTE ON INTRODUCTION								MAY 23 2012 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
LOPEZ	✓			RICHARDSON	ABSENT			MASSEY	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson _____				moved, seconded by Councilperson _____				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 23 2012

Adopted on second and final reading after hearing on _____

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

APPROVED:

 Robert Byrne, City Clerk

 Peter M. Brennan, Council President

*Amendment(s):

Date: _____

APPROVED:

 Jerramiah T. Healy, Mayor

Date _____

Date to Mayor _____

City Clerk File No. Ord. 12-078

Agenda No. 3.D 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-078

TITLE:

A FRANCHISE ORDINANCE GRANTING PERMISSION TO JERSEY CITY EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION (PETITIONER) TO USE THAT 489 SQUARE FEET ON HALLADAY STREET, ALL IN LOT FORMERLY KNOWN AS 9, 11B, 12 & 33 NOW KNOWN AS LOTS 34, 35, 36 & 37 BLOCK 2054 ON THE OFFICIAL TAX ASSESSMENT MAP OF THE CITY OF JERSEY CITY FOR THE INSTALLATION AND MAINTENANCE OF A FENCE, LANDSCAPING AND FRONT PATH WHICH ENCROACH ONTO THE PUBLIC RIGHT-OF-WAY OF HALLADAY STREET.

WHEREAS, the Petitioner, owner of the herein described property, has filed a Petition with the Municipal Council of the City of Jersey City, requesting a franchise for a portion of the right of way of Halladay Street, (Franchise Area) as shown on the Survey prepared by Pronesti Surveying, Inc. said petition and drawings being on file with the office of the City Clerk; and

WHEREAS, the Petitioner is the owner of the property located respectively at 291, 293, 295, 297 Halladay Street and designated as Lots formerly known as 9, 11B, 12 & 33, now known as Lots 34, 35, 36 & 37 Block 2054 (Property); and

WHEREAS, this franchise ordinance will serve the public interest as it will advance the public safety and welfare; and

WHEREAS, the area in question is currently a concrete sidewalk; and

WHEREAS, the Petitioner has made application to the Municipal Council of Jersey City by written petition for the franchise herein referred to:

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

Section 1: Permission is hereby granted to Jersey City Episcopal Community Development Corporation (Petitioner) its heirs and successors, to install and maintain a fence, landscaping, and path in the Franchise Area adjacent to Halladay and more particularly described in the metes and bounds description attached hereto as Exhibit "A".

Section 2: This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. The City of Jersey City reserves the right to cancel this ordinance without cause by giving written notice to the Petitioner one year prior to the cancellation.

Section 3: Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

Section 4: In accepting the privileges under this Ordinance and in the maintenance and the use herein authorized, Petitioner, its successors and assigns, shall agree to assume full, complete and undivided responsibility for any and all injury and damage to persons or property by reason of such construction, maintenance and use thereof caused by Petitioner, or any of its agents, servants and employees and to hold the City of Jersey City harmless therefrom. Petitioner, its successors and assigns, shall maintain in effect during the term of this franchise, liability insurance naming the City of Jersey City, its officers and

employees as insured, covering the use and occupancy of the public property subject to this franchise. A Certificate of Insurance in the amount of one million dollars and a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to this franchise ordinance.

Section 5: After construction, there shall remain no damage to the area or interference with the free and safe flow of pedestrian traffic. The Petitioner shall maintain all improvements installed by it for the entire term of the franchise at no cost to the City.

Section 6: The cost and expenses incidental to the introduction, passage and publication of this Ordinance shall be paid by the Petitioner.

Section 7: this Ordinance shall not become effective unless an acceptance hereof in writing be filed by the Petitioner.

Section 8: In the event that the Petitioner shall not file with the City of Jersey City, its acceptance, in writing, of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

Section 9: For the Franchise herein granted, the petitioner shall pay annually to the City of Jersey City the sum of one dollar (\$1.00) which payment shall be made in advance to the City Treasurer, at his/her office in City Hall, on the first day of January in each year after this Ordinance becomes effective and remains in force.

Section 10: This Franchise Ordinance shall be subject to the following conditions:

a. An easement, upon the Franchise Area is hereby reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to the City of Jersey City or public utility companies' use or operation of water, sewer or utility lines.

b. No building or structure of any kind may be constructed over any water, sewer or other utilities within the area subject to this franchise without the consent of the Chief Engineer of the City of Jersey City.

c. The Petitioner shall not increase the area of the Franchise as outlined on the plans accompanying the ordinance.

- A) All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B) This ordinance shall be apart of the Jersey City Code as though 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, articles 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 codes, in order to avoid confusion and possible accidental repeaters of existing provisions.

Note: All material is new, therefore, underlining has been omitted.

APPROVED AS TO LEGAL FORM

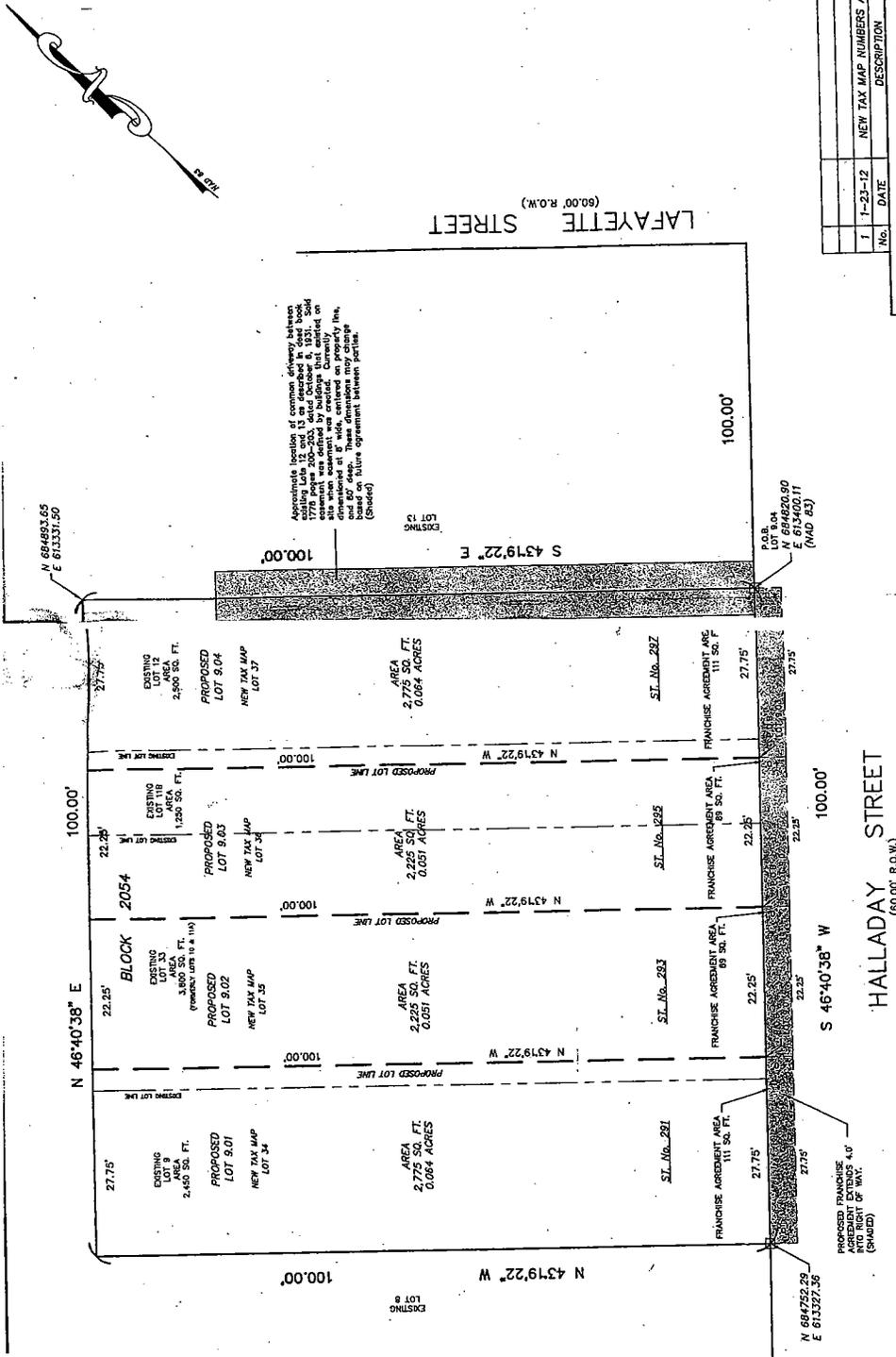
APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required



No.	DATE	NEW TAX MAP NUMBERS ADDED	DESCRIPTION
1	1-23-12		

FRANCHISE AGREEMENT
 OF
 281-287 HALLADAY STREET
 EXISTING LOTS 9.01-9.04 IN BLOCK 2054
 PROPOSED LOTS 9.01-9.04 IN BLOCK 2054
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY

PREPARED FOR
JERSEY CITY EPISCOPAL CDC
 870 POMPTON AVENUE, SUITE B1
 CEDAR GROVE, NJ 07009-4857
 TEL. (973) 383-1111
 WWW.PRONESTI.COM

PRONESTI
SURVEYING, INC.
 PROFESSIONAL LAND SURVEYOR
 NJ LIC. NO. 31605

NO.	DATE	SCALE	SHEET
1	1-14-2011	1"=10'	1 OF 1

GENERAL NOTES

1. Property also being known as LOTS 9.01, 9.02, 9.03, & 9.04 in Block 2054, City of Jersey City, Hudson County, New Jersey.

2. This map was prepared in accordance with the provisions of the Jersey City Ordinance No. 10000, adopted on August 16, 2006, and Ordinance No. 10001, adopted on August 16, 2006, which amend the Jersey City Ordinance No. 10000, adopted on August 16, 2006, and Ordinance No. 10001, adopted on August 16, 2006, which amend the Jersey City Ordinance No. 10000, adopted on August 16, 2006, and Ordinance No. 10001, adopted on August 16, 2006.

3. The property shown here is on file in the Jersey City Register's Office as of December 23, 1958 as Map 0.

4. State plane coordinates shown are not to be used to reestablish property lines.

5. Total project area = 10,000 square feet or 0.230 acre.

6. Proposed lots are shown per a minor subdivision entitled "Map of 2054 Block 2054, Jersey City, Hudson County, New Jersey" prepared by Pronesti Surveying, Inc., dated July 20, 2011.

Approximate location of common driveway between lots 9.01, 9.02, 9.03, & 9.04 shown on 1778 Paper 200-203, dated October 4, 1931. Said common driveway was defined by a boundary monument on the ground at the time of its creation. Currently the driveway is 6' wide, centered on property line, and 8' wide at the ends. The monument is shown on this plan. A survey agreement between parties. (Shaded)

EXISTING LOT 8
 N 684752.29
 E 613327.36

EXISTING LOT 13
 N 684820.90
 E 613327.36 (MAD 83)

P.O.B. LOT 9.04
 N 684820.90
 E 613327.36 (MAD 83)

PETITION FOR FRANCHISE AGREEMENT

To: Honorable Members of the Jersey City Council

By: Jersey City Episcopal Community Development Corporation.

Premises: **291, 293, 295 & 297 Halladay, Block 2054**
Lots formerly known as 9, 11B, 12 & 33
now known as Lots 34, 35, 36 & 37.

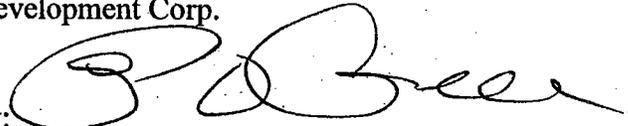
Request: Jersey City Episcopal Community Development Corporation (or Petitioner) is the Owner of (Lots formerly known as 9, 11B, 12 & 33 now known as Lots 34, 35, 36 & 37, Block 2054, located at 291, 293, 295 & 297 Halladay Street, at the City of Jersey City approve a Franchise Agreement to allow for a fence, landscaping and front path to extend four (4) feet into a portion of Halladay Street right-of-way immediately adjacent to the parcel of land designated as Block 2054, Lots formerly known as 9, 11B, 12 & 33, now known as Lots 34, 35, 36 & 37.

Franchise Area: Adjacent to the Property, Halladay Street right-of-way is concrete paved sidewalk with a width of approximately 15.1 feet. This area is shown on the attached survey and described in the attached metes and bounds description. As shown in these attachments, the Franchise Area contains approximately 489 square feet of this area, and is required in order to construct a fence, landscaping and front path in the front of the buildings.

The granting of this Franchise does not impede on the safety of pedestrian or motor vehicles.

Jersey City Episcopal Community
Development Corp.

Dated: February 13, 2012 By:



Eugene P. O'Connell, Esq.

PRONESTI



SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

870 POMPTON AVENUE, SUITE B1
CEDAR GROVE, NJ 07009

TEL: (973) 857-3319

FAX: (973) 857-3608

www.PRONESTI.com

*Description of
291 Halladay Street
Proposed Lot 9.01 in Block 2054
New Tax Map Lot 34
On Tax Maps of
City of Jersey City, Hudson County, New Jersey*

BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 172.25 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) Southwesterly along the said northwesterly sideline of Halladay Street, South 46 degrees 40 minutes 38 seconds West, 27.75 feet to a point, thence
- 2) North 43 degrees 19 minutes 22 seconds West, 100.00 feet to a point, thence
- 3) North 46 degrees 40 minutes 38 seconds East, 27.75 feet to a point, thence
- 4) South 43 degrees 19 minutes 22 seconds East, 100.00 feet to the **POINT AND PLACE OF BEGINNING**.

The above description contains 2,775 square feet or 0.064 acres of land.

SUBJECT To a Franchise Agreement extending 4.0 feet into the right of way of Halladay Street and being further described as follows;

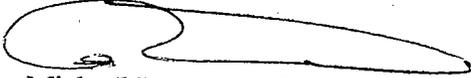
BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 172.25 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) South 43 degrees 19 minutes 22 seconds East, 4.00 feet to a point, thence
- 2) South 46 degrees 40 minutes 38 seconds West, 27.75 feet to a point, thence
- 3) North 43 degrees 19 minutes 22 seconds West, 4.00 feet to a point on the aforesaid northwesterly sideline of Halladay Street, thence
- 4) Northeasterly along said sideline, North 46 degrees 40 minutes 38 seconds East, 27.75 feet to the **POINT AND PLACE OF BEGINNING**.

The above described Franchise Agreement contains 111 square feet of land.

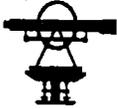
The above parcel is also known as Lot 9.04 in Block 2054 on a minor subdivision entitled "*Map of 291-297 Halladay Street, Jersey City, NJ,*" prepared by *Pronesti Surveying, Inc.* dated July 20, 2011, and last revised January 23, 2012.

The above description is written in accordance with a Franchise Agreement survey prepared by *Pronesti Surveying, Inc.* dated November 14, 2011 and last revised January 23, 2012.



Michael Pronesti, P.L.S.
New Jersey License No. 37605

PRONESTI



SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

870 POMPTON AVENUE, SUITE B1
CEDAR GROVE, NJ 07009

TEL: (973) 857-3319

FAX: (973) 857-3608

www.PRONESTI.com

*Description of
293 Halladay Street
Proposed Lot 9.02 in Block 2054
New Tax Map Lot 35
On Tax Maps of
City of Jersey City, Hudson County, New Jersey*

BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 150.00 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) Southwesterly along the said northwesterly sideline of Halladay Street, South 46 degrees 40 minutes 38 seconds West, 22.25 feet to a point, thence
- 2) North 43 degrees 19 minutes 22 seconds West, 100.00 feet to a point, thence
- 3) North 46 degrees 40 minutes 38 seconds East, 22.25 feet to a point, thence
- 4) South 43 degrees 19 minutes 22 seconds East, 100.00 feet to the **POINT AND PLACE OF BEGINNING**.

The above description contains 2,225 square feet or 0.051 acres of land.

SUBJECT To a Franchise Agreement extending 4.0 feet into the right of way of Halladay Street and being further described as follows;

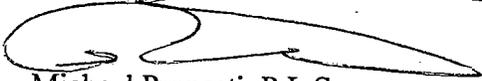
BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 150.00 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) South 43 degrees 19 minutes 22 seconds East, 4.00 feet to a point, thence
- 2) South 46 degrees 40 minutes 38 seconds West, 22.25 feet to a point, thence
- 3) North 43 degrees 19 minutes 22 seconds West, 4.00 feet to a point on the aforesaid northwesterly sideline of Halladay Street, thence
- 4) Northeasterly along said sideline, North 46 degrees 40 minutes 38 seconds East, 22.25 feet to the **POINT AND PLACE OF BEGINNING**.

The above described Franchise Agreement contains 89 square feet of land.

The above parcel is also known as Lot 9.04 in Block 2054 on a minor subdivision entitled "*Map of 291-297 Halladay Street, Jersey City, NJ,*" prepared by *Pronesti Surveying, Inc.* dated July 20, 2011, and last revised January 23, 2012.

The above description is written in accordance with a Franchise Agreement survey prepared by *Pronesti Surveying, Inc.* dated November 14, 2011 and last revised January 23, 2012.



Michael Pronesti, P.L.S.
New Jersey License No. 37605

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FAX: (973) 857-3608

www.PRONESTI.com

*Description of
295 Halladay Street
Proposed Lot 9.03 in Block 2054
New Tax Map Lot 36
On Tax Maps of
City of Jersey City, Hudson County, New Jersey*

BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 127.75 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) Southwesterly along the said northwesterly sideline of Halladay Street, South 46 degrees 40 minutes 38 seconds West, 22.25 feet to a point, thence
- 2) North 43 degrees 19 minutes 22 seconds West, 100.00 feet to a point, thence
- 3) North 46 degrees 40 minutes 38 seconds East, 22.25 feet to a point, thence
- 4) South 43 degrees 19 minutes 22 seconds East, 100.00 feet to the **POINT AND PLACE OF BEGINNING**.

The above description contains 2,225 square feet or 0.051 acres of land.

SUBJECT To a Franchise Agreement extending 4.0 feet into the right of way of Halladay Street and being further described as follows;

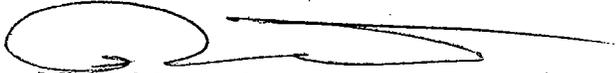
BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 127.75 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) South 43 degrees 19 minutes 22 seconds East, 4.00 feet to a point, thence
- 2) South 46 degrees 40 minutes 38 seconds West, 22.25 feet to a point, thence
- 3) North 43 degrees 19 minutes 22 seconds West, 4.00 feet to a point on the aforesaid northwesterly sideline of Halladay Street, thence
- 4) Northeasterly along said sideline, North 46 degrees 40 minutes 38 seconds East, 22.25 feet to the **POINT AND PLACE OF BEGINNING**.

The above described Franchise Agreement contains 89 square feet of land.

The above parcel is also known as Lot 9.04 in Block 2054 on a minor subdivision entitled "*Map of 291-297 Halladay Street, Jersey City, NJ,*" prepared by *Pronesti Surveying, Inc.* dated July 20, 2011, and last revised January 23, 2012.

The above description is written in accordance with a Franchise Agreement survey prepared by *Pronesti Surveying, Inc.* dated November 14, 2011 and last revised January 23, 2012.



Michael Pronesti, P.L.S.
New Jersey License No. 37605

PRONESTI



SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

870 POMPTON AVENUE, SUITE B1
CEDAR GROVE, NJ 07009

TEL: (973) 857-3319

FAX: (973) 857-3608

www.PRONESTI.com

*Description of
297 Halladay Street
Proposed Lot 9.04 in Block 2054
New Tax Map Lot 37
On Tax Maps of
City of Jersey City, Hudson County, New Jersey*

BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 100.00 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

- 1) Southwesterly along the said northwesterly sideline of Halladay Street, South 46 degrees 40 minutes 38 seconds West, 27.75 feet to a point, thence
- 2) North 43 degrees 19 minutes 22 seconds West, 100.00 feet to a point, thence
- 3) North 46 degrees 40 minutes 38 seconds East, 27.75 feet to a point, thence
- 4) South 43 degrees 19 minutes 22 seconds East, 100.00 feet to the **POINT AND PLACE OF BEGINNING**.

The above description contains 2,775 square feet or 0.064 acres of land.

SUBJECT TO and TOGETHER WITH an un-dimensioned common driveway easement along the most easterly sideline, between proposed lot 9.04 and existing lot 13. Said easement is described in deed book 1778 pages 200-203.

SUBJECT To a Franchise Agreement extending 4.0 feet into the right of way of Halladay Street and being further described as follows;

BEGINNING at a point on the northwesterly sideline of Halladay Street, said point being distant 100.00 feet southwesterly from the corner formed by the intersection of the said northwesterly sideline of Halladay Street and the southwesterly sideline of Lafayette Street; thence running

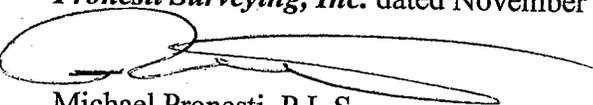
- 1) South 43 degrees 19 minutes 22 seconds East, 4.00 feet to a point, thence
- 2) South 46 degrees 40 minutes 38 seconds West, 27.75 feet to a point, thence

- 3) North 43 degrees 19 minutes 22 seconds West, 4.00 feet to a point on the aforesaid northwesterly sideline of Halladay Street, thence
- 4) Northeasterly along said sideline, North 46 degrees 40 minutes 38 seconds East, 27.75 feet to the **POINT AND PLACE OF BEGINNING.**

The above described Franchise Agreement contains 111 square feet of land.

The above parcel is also known as Lot 9.04 in Block 2054 on a minor subdivision entitled "*Map of 291-297 Halladay Street, Jersey City, NJ,*" prepared by *Pronesti Surveying, Inc.* dated July 20, 2011, and last revised January 23, 2012.

The above description is written in accordance with a Franchise Agreement survey prepared by *Pronesti Surveying, Inc.* dated November 14, 2011 and last revised January 23, 2012.



Michael Pronesti, P.L.S.
New Jersey License No. 37605

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

ORDINANCE NO. Ord. 12-078
3.D. MAY 23 2012 *4.C.*



A franchise ordinance granting permission to Jersey City Episcopal Community Development Corporation (Petitioner) to use that 489 square feet on Halladay Street, all in lot formerly known as 9, 11B, 12 & 33 now known as Lots 34, 35, 36 & 37 in Block 2054 on the Official Tax Assessment Map of the City of Jersey City for the installation and maintenance of a fence, landscaping and front path which encroach onto the public right of way of Halladay Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION								MAY 23 2012 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
LOPEZ	✓			RICHARDSON	ABSENT			MASSEY	✓		

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

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson _____				moved, seconded by Councilperson _____				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

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

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

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

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				MASSEY			

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

Adopted on first reading of the Council of Jersey City, N.J. on MAY 23 2012

Adopted on second and final reading after hearing on _____

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

APPROVED:

Robert Byrne, City Clerk

Peter M. Brennan, Council President

*Amendment(s):

Date: _____
APPROVED: _____

Jerramiah T. Healy, Mayor

Date _____

Date to Mayor _____