

City Clerk File No. Ord. 13-066

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-066

TITLE: ***AN ORDINANCE NAMING THE NEW BRIDGE CONNECTING
JERSEY AVENUE AND LIBERTY STATE PARK THE
"ETHEL PESIN LIBERTY BRIDGE"***

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

WHEREAS, Ethel Plisken was born on January 16, 1915 in Orangeburg, South Carolina, where her parents, Louis and Dora relocated after escaping Czarist persecution in Riga, Latvia;

WHEREAS, Ethel moved to Jersey City at the age of eight and graduated from Dickinson High School in 1931. Ethel earned a degree in music from Syracuse University and taught in local schools before becoming a private piano teacher; and

WHEREAS, Ethel married the love of her life, Morris Pesin, in 1938. Ethel and Morris helped Ethel's parents operate a dry goods store in downtown until they opened Pesin's Children's Clothing Shop at McGinley Square in 1947; and

WHEREAS, Ethel Pesin enthusiastically supported her husband Morris' civic and political activism and ran the family store while he served as councilman; and

WHEREAS, Morris Pesin is widely regarded as the "father" of Liberty State Park and, without the loving support of his wife Ethel, the dream of Liberty State Park may not have become a reality. Her steadfast support of Liberty State Park after her husband's death in 1992, manifested itself in her becoming a Liberty State Park Public Advisory Commissioner and a founding trustee of the Friends of Liberty State Park; and

WHEREAS, Ethel Pesin passed away on February 16, 2013 at the age of 98. She was buried with her husband Morris on what would have been their 75th wedding anniversary; and

WHEREAS, it is fitting and proper to honor the memory of Ethel Pesin.

NOW, THEREFORE, BE IT ORDAINED, that the Municipal Council of the City of Jersey City does hereby name the new bridge connecting Jersey Avenue and Liberty State Park the "ETHEL PESIN LIBERTY BRIDGE";

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 13-067

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-067

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SUBLEASE AS LESSEE WITH MOISHE'S SELF STORAGE, LLC FOR STORAGE SPACE AT 10 SENATE PLACE, JERSEY CITY

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

WHEREAS, the City of Jersey City (City), Office of Emergency Management needed storage space for emergency shelter equipment and other emergency supplies as a result of Hurricane Sandy that occurred on October 28 and 29, 2012; and

WHEREAS, Moishe's Self Storage, LLC (Moishe's), a lessee of warehouse space at 10 Senate Place, Jersey City, offered to lease 14,000 sq. ft. of storage space on the upper (SP 50) floor of the warehouse to the City for the annual rent of \$98,004.00 or \$8,167.00 monthly; and

WHEREAS, Senate Place Holdings, LLC, the owner of the warehouse consents to this sublease; and

WHEREAS, the sublease term is for one (1) year effective as of November 1, 2012 and ending on October 31, 2013; and

WHEREAS, the City will be required to pay a security deposit of \$8,167.00 to be retained by Moishe's during the sublease term; 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 \$106,171.00 are available in Account No. 01-272-55-000-043.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Sublease with Moishe's Self Storage, LLC for 14,000 sq. ft. of warehouse space on the upper (SP 50) floor of a warehouse building at 10 Senate Place, Jersey City.
2. The term of the sublease is one (1) year effective as of November 1, 2012 and ending on October 31, 2013.

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SUBLEASE AS LESSEE WITH MOISHE'S SELF STORAGE, LLC FOR STORAGE SPACE AT 10 SENATE PLACE, JERSEY CITY

3. The total annual rent shall not exceed \$98,004.00 and shall be payable in twelve (12) equal installments of \$8,167.00 payable on the first of the month.
4. The City shall pay a security deposit of \$8,167.00.
5. Funds in the amount of \$106,171.00 are available in Account No. 01-272-55-000-043. The balance of the funds shall be made available in the 2013 Fiscal Year permanent budget and in the subsequent fiscal year budget.
 - 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 shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect in the manner as prescribed 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.

I, _____, (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$106,171.00 are available in Account No. 01-272-55-000-043.

RR/cw
01/29/13

SUBLEASE

THIS SUBLEASE made and entered into as of November 1st 2012 by and between MOISHE'S SELF STORAGE, LLC, having an address at c/o M Management, Inc., 215 Coles Street, Jersey City, NJ 07310 ("Landlord"), and City of Jersey City / Office of Emergency Management, having an address at 280 Grove St. Jersey City NJ 07302 ("Tenant").

ARTICLE 1. Demised Premises

Landlord hereby leases to Tenant, and Tenant hereby lets from Landlord, (i) a certain portion of the premises within the building known as and located at 10 Senate Place, County of Hudson, City of Jersey City, and State of New Jersey (hereinafter the "Building"), the approximate boundaries and location of which are marked in red on Exhibit A, annexed hereto and made a part hereof, and which consists of certain warehouse space located on the upper (SP 50) floor and containing approximately fourteen thousand (14,000) square feet of leasable area (hereinafter, the "Demised Premises").

For so long as this Sublease shall be in full force and effect, Landlord grants to Tenant a non-exclusive revocable license to use the common areas in the Building, including, without limitation, the loading dock and freight elevator, to be used in common by and with other tenants of the Building (the "Common Areas"), expressly reserving to Landlord, without limitation, the exclusive rights to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto; and to establish, modify and enforce rules and regulations with respect to the Common Areas and the use to be made thereof. Landlord shall operate, manage, equip, light and maintain the Common Areas in such manner as Landlord may from time to time determine, and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. If the size, location or arrangement of such Common Areas of the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent therefore, nor shall such changes or diminution of such areas be deemed a constructive or actual eviction. Tenant

ARTICLE 2. Term

The term (the "Term") of this Sublease shall commence on November 1st, 2012 (the "Commencement Date") and shall end on October 31st 2013.

ARTICLE 3. Fixed Annual Rent

Tenant agrees to pay the Fixed Annual Rent during the Term in equal monthly installments, on or before the first day of each month in advance, at the office of Landlord or at such other place designated by Landlord, without any notice or demand therefore, and without any abatement, deduction or setoff whatsoever. The Fixed Annual Rent shall be as follows: NINETY EIGHT THOUSAND (\$98,000.00) DOLLARS per annum, payable in equal monthly installments of \$8,166.67 each. Tenant represents that Tenant is exempt from the payment of all New Jersey sales tax.

The first and last monthly installments of Fixed Annual Rent due hereunder, no matter when accruing, are due and payable upon the execution hereof by Tenant.

As used herein, the term "Lease Year" is defined as the twelve (12) month period beginning with the Commencement Date and succeeding anniversaries thereof.

ARTICLE 4. "As-Is" Possession

Tenant acknowledges that it has fully and completely examined the Demised Premises and is accepting same in its present "AS IS" condition, without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord as to the physical nature, condition, zoning or other Legal Requirement (hereinafter defined) or usability thereof. Tenant assumes all risks, if any, of any injury or damage to or about the Demised Premises, except for injuries and damages caused by Landlord's gross negligence or intentional act. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises throughout the Term of this Sublease.

ARTICLE 5. Use and Operation

Tenant shall use the Demised Premises as a storage space and for no other purpose. All paints and other flammable items must be stored in a UL approved file cabinet.

Tenant covenants and agrees to use, occupy, operate and maintain the Demised Premises throughout the Term in a manner which shall not detract from the character, appearance or dignity of the Building. Tenant shall not operate its business in such a way as to endanger public health or safety or violate any legal requirements pertaining to same. If necessary, in Landlord's reasonable opinion, Tenant shall, at Tenant's sole cost and expense, install an exhaust system in the Demised Premises which shall provide sufficient ventilation so that no chemical odors can be detected outside the Demised Premises. Said exhaust system shall be installed as part of Tenant's Work in accordance with Article 10. In addition, if necessary in Landlord's sole judgment, Tenant shall install (at Tenant's sole cost and expense) soundproofing sufficient to prevent machinery noises and vibrations from being heard and/or felt outside the Demised Premises.

Tenant shall not at any time use or occupy the Demised Premises or the Building, or suffer or permit anyone to use or occupy the Demised Premises, or to do anything in the Demised Premises or the Building, or suffer or permit anything to be done in, brought into or kept on the Demised Premises, which in any manner (i) violates the certificate of occupancy for the Building; (ii) causes injury to the Demised Premises or the Building; (iii) constitutes a violation of any Legal Requirements (hereinafter defined) or the requirements of applicable insurance bodies, provided that such insurance requirements do not prohibit the use of the Demised Premises for the purposes permitted hereunder; (iv) constitutes a nuisance, public or private; (v) impairs the character, reputation or appearance of the Building from that existing on the date hereof; (vi) impairs the proper maintenance, operation and repair of the Building and its equipment, facilities or systems; (vii) unreasonably annoys or inconveniences other tenants or occupants of the Building; (viii) makes unobtainable from reputable insurance companies authorized to do business in the State of New Jersey all-risk property insurance, or liability, elevator, boiler or other insurance at standard rates required to be furnished by Landlord under the terms of any mortgages covering the Demised Premises; or (ix) discharges objectionable fumes, vapors or odors into the Buildings flues or vents or otherwise. In no event shall obscene or pornographic activities be permitted in the Demised Premises, and in no event shall any portion of the Demised Premises be used for residential purposes

ARTICLE 6. Security Deposit

Tenant shall, simultaneously with the execution hereof, deposit with Landlord the sum of EIGHT THOUSAND ONE HUNDRED SIXTY SIX and 67/100 (\$8,166.67) DOLLARS (the "Security") as security for the full and faithful performance by Tenant of every provision of this Sublease and all obligations of Tenant. Landlord shall have the right to use, apply or retain the whole or any part of the Security for the payment of (a) any item of Rent which Tenant does not pay when due, (b) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Sublease, or (c) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including any costs, damages or deficiency in the reletting of the Demised Premises as provided elsewhere in this Lease. The use, application or retention of the Security or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided for hereunder or at law or equity, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If Landlord notifies Tenant that Landlord has appropriated and applied the Security or any portion thereof pursuant to the terms hereof, Tenant shall remit to Landlord an amount sufficient to restore the Security to its original balance within seven (7) days of such notice, said amount to be paid only by way of a bank check or money order payable directly to Landlord. In the event that Tenant shall fully and faithfully comply with all of the provisions of this Lease, the unapplied balance of the Security shall be returned to Tenant after the later of the expiration date hereof or the date on which Tenant vacates and surrenders the Demised Premises. The parties agree to conduct a joint walk-through of the Building prior to and upon the expiration of the Term.

In the event of a transfer of Landlord's interest in the Demised Premises, Landlord shall have the right to transfer the Security to the transferee thereof. In such event, Landlord shall be deemed released by Tenant from all liability for the return of such Security, and Tenant agrees to look solely to such transferee for the return of said Security. Tenant shall have no legal power to assign or encumber the Security, and

the mailing to Tenant's address set forth at the top of this Sublease, or other return of the Security to the original Tenant named in this Lease, shall completely relieve Landlord of liability with regard thereto. No termination of this Sublease or the exercise of any other right or remedy by Landlord in respect of any default by Tenant shall entitle Tenant to recover said Security or any portion thereof. No mortgage or master lessor or ground lessor shall be liable for the return of Security.

ARTICLE 7. Maintenance and Repairs

Tenant covenants throughout the Term hereof, at its sole cost and expense, to keep and maintain the Demised Premises in good repair, order and condition, making all repairs and replacements thereto as may be required, all such repairs and replacements to be of the same or better quality, design or class as the original work.

ARTICLE 8. Legal Requirements

Tenant shall diligently comply with, at Tenant's sole cost and expense, during the Term of this Sublease, all legal requirements ("Legal Requirements") related to the manner in which the Demised Premises are used by Tenant, and Tenant shall protect, hold harmless, defend and indemnify Landlord from all fines, penalties, claims, damages and expenses (including, without limitation, legal fees) of every kind and nature arising out of any failure to comply with any such Legal Requirements. It shall be Tenant's responsibility to obtain any and all necessary licenses, and Landlord shall bear no responsibility therefore. Tenant shall deliver copies of any and all licenses received to Landlord.

ARTICLE 9. Additional Rent

"Additional Rent" shall mean all sums of money other than Fixed Annual Rent as shall become due from and be payable by Tenant to Landlord hereunder whether or not such sums are owed to Landlord, and regardless of whether any such sums are designated as Additional Rent. Landlord shall have the same rights and remedies for Tenant's failure to pay any Additional Rent as for Tenant's failure to pay any Fixed Annual Rent. "Rent" shall mean and include Fixed Monthly Rent and all Additional Rent. Notwithstanding the foregoing, Landlord shall be responsible for any real estate taxes and assessments against the Demised Premises throughout the Term.

ARTICLE 10. Tenant's Work

Tenant shall not do any structural construction work or alterations of any kind (collectively, "Tenant's Work") to the Demised Premises, nor shall Tenant install any equipment in the Demised Premises, without Landlord prior written consent thereto, which consent may be withheld in Landlord's sole discretion. To the extent that Landlord has consented to Tenant's Work, same shall be performed in a good and workmanlike manner, and in accordance with all Legal Requirements applicable thereto, including, without limitation, all permits, certificates of occupancy (temporary and permanent), and authorizations of all municipal departments and governmental subdivisions having jurisdiction. Landlord's approval of Tenant's Plans shall not constitute an opinion or agreement by Landlord that the same are structurally sufficient or that they are in compliance with Legal Requirements, nor shall such approval impose any present or future liability on Landlord or waive any of Landlord's rights hereunder. Approval by Landlord of Tenant's Plans shall not constitute a waiver by Landlord of the right to thereafter require Tenant to amend same to provide for omissions or errors therein later discovered by Landlord. During the course of Tenant's Work, Tenant (and all of its contractors and subcontractors) will carry or cause to be carried adequate Worker's Compensation Insurance, Comprehensive General Liability and such other insurance as may be required by law to be carried by Landlord or Tenant in connection with such construction, and such insurance (except the Worker's Compensation Insurance) shall name Landlord and all mortgagees as additional insureds. All of Tenant's Work shall be performed in such a manner so as not to interfere with, delay or impose any expense upon Landlord in the maintenance of the Building; nor to physically affect any part of the Building outside the interior of the Demised Premises; nor to impair the structural integrity of the Building nor affect the proper functioning of any of the mechanical, electrical, HVAC, plumbing, sanitary or other systems of the Building; nor violate any of Landlord's rules and regulations affecting the Building or the Demised Premises.

Tenant's Work shall be performed by Tenant at Tenant's sole cost and expense. Landlord shall have no responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage or participate in any Tenant's Work or other matter on behalf of Tenant. If at any time the Demised Premises or Building shall be encumbered by any mechanics' or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of any and all kinds, nature and description, arising from Tenant's use of the Demised Premises, Tenant's Work or any other work performed by or on behalf of Tenant, then Tenant shall, within ten (10) days after receipt of notice of same (or of request by Landlord), prove to the satisfaction of Landlord that every such claim and charge has been fully paid, discharged or bonded. Without limiting Tenant's liability for failure to comply with this Article 10, if Landlord bonds or discharges any mechanics' or other lien, encumbrance or violation upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord Landlord's actual legal fees incurred in connection therewith.

ARTICLE 11. Assignment and Sublease

Tenant shall not, without the express written consent of Landlord (which consent may be withheld in Landlord's sole discretion) sublet, assign or transfer this Sublease or the Demised Premises or any part thereof, or the interest of Tenant in the Demised Premises or any Lease or rental thereunder, or mortgage, pledge or encumber its interest in any of the foregoing. Neither the making (whether with Landlord's consent or not) of any assignment, mortgage, pledge, encumbrance or subletting, in whole or in part, nor the acceptance by Landlord of rent from any assignee, subtenant or other third party shall constitute consent by Landlord to any assignment or subletting nor a waiver of any rights or remedies of Landlord nor shall same operate to relieve Tenant from Tenant's obligations under this Sublease and, notwithstanding any such assignment, mortgage, pledge, encumbrance or subletting, Tenant shall remain liable for the payment of all Rent and for the due performance of all of the covenants, agreements, terms and provisions of this Sublease to the full end of the Term of this Sublease.

ARTICLE 12. Subordination

This Sublease is and shall be subject and subordinate at all times to all ground and underlying leases and fees and to all mortgages, deeds of trust, and the lien resulting from any other method of financing or refinancing which now or hereafter affects the Demised Premises (in any amounts and all advances thereon which may now or hereafter affect the Demised Premises or the real property of which they form a part), and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgages, trustee, ground lessor, or other person or entity. Tenant hereby attorns to any underlying lessor or mortgagee and shall execute promptly any certificate or other instrument which Landlord may request in confirmation of such subordination and attornment.

ARTICLE 13. Signs

Landlord may erect and maintain such suitable signs as it in its sole discretion may deem appropriate in or upon the Building. Tenant shall not place or permit to be placed or maintained on any exterior wall or window of the Demised Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any exterior lighting, plumbing fixture, or protruding object, or any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premise without first obtaining Landlord's written consent, which consent may be withheld in Landlord's sole discretion, however, Landlord shall permit Tenant to feature his company via signage, branding or other creative concerns, and shall not unreasonably withhold its consent with regard to specific requests related thereto. Tenant agrees to maintain any such signs or other advertising matter as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant visible from the Common Areas of the Building shall be in good taste.

ARTICLE 14. Brokerage

Landlord and Tenant each represent and warrant to the other that they have dealt with no broker or other intermediary in connection with this transaction. Each party shall save, defend and hold harmless the other from any and all claims or demands by real estate brokers, attorneys acting as brokers, agents or finders with whom such party may have dealt in connection with this Sublease. The provisions of this Article 14 shall survive the expiration or sooner termination of this Sublease.

ARTICLE 15. Hazardous Materials

Tenant shall not use or suffer the Demised Premises to be used in any manner so as to create an environmental violation or hazard. Nor shall Tenant cause or suffer to be caused any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes a hazardous substance or hazardous waste (such hazardous substance or hazardous waste hereinafter referred to as a "Hazardous Material"). Tenant shall indemnify and save harmless the Landlord, Landlord's agents, servants and employees, from and against all claims and demands whether for injuries to persons or loss of life, or damage to property, related to or arising in any manner whatsoever out of the clean-up, removal and/or encapsulation of Hazardous Materials installed or otherwise introduced to the Demised Premises by Tenant, its agents, contractors, employees, servants or licensees, or occasioned wholly or in part by any act or omission of (or failure to comply with any legal requirements by) Tenant, its agents, contractors, employees, servants or licensees.

ARTICLE 16. Industrial Site Recovery Act (ISRA) Compliance

Section 16.01. At no times during the term of this Sublease shall Tenant take any action which shall subject the Demised Premises, the Building or the Landlord to a clean-up pursuant to ISRA. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes at the Demised Premises or the Building which arise out of Tenant's use of the Demised Premises; and from all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all actions (including, without limitation, any clean up and/or remediation) required by the ISRA or any other division of NJDEP. Tenant's obligations and liabilities under this Paragraph shall continue so long as Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the Demised Premises or the Building which arises out of Tenant's use of the Demised Premises. Tenant's failure to abide by the terms of this Article shall be restrainable by injunction.

ARTICLE 17. Landlord's Access

Landlord shall have the right to enter upon and show the Demised Premises at any time during the Term of this Sublease to any prospective purchasers or mortgagees of the Demised Premises or this Sublease, and may enter upon the Demised Premises, or any part thereof, for the purpose of ascertaining the condition thereof (or the condition of any roof or basement accessed through the premises) or for ascertaining whether Tenant is observing and performing the obligations assumed by Tenant under this Sublease. Landlord shall also have the right to enter upon and show the Demised Premises to any prospective lessee during the last six (6) months of the Term of this Sublease. Landlord shall also have the right to enter upon the Demised Premises at any time for the purpose of making any repairs or performing any other work. Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such investigations or repairs or perform any work which Tenant is obligated to perform, nor shall any entry by Landlord for any reason entitle Tenant to any damages or diminution or abatement of rent, nor shall same constitute an eviction of Tenant, regardless of any inconvenience or loss of business suffered by Tenant.

ARTICLE 18. Indemnification

Landlord shall not be responsible or liable to Tenant, or any person claiming, by, through or under Tenant for any loss of, damage or injury to any property, fixtures, business or decorations or to any person or persons at any time on the Demised Premises from theft, vandalism, fire, explosion, falling plaster, bursting, breakage, leakage, steam, gas, electricity, water, dampness, sewerage, lightning, rain, wind, snow, or any other cause whatsoever, whether the same may leak into, issue or flow from any part of the Demised Premises or from pipes, plumbing work, or the roof, street or subsurface, or from any other place; nor shall

Landlord be in any way responsible or liable to Tenant, or any person claiming by, through or under Tenant in case of any accident or injury including death to any of Tenant's employees, agents or invitees or to any person or persons in or about the Demised Premises; and Tenant will further indemnify, defend and hold Landlord harmless from and against any and all claims, liability, penalties, damages, expenses and judgments arising from any loss of the occupation of the Demised Premises.

Tenant agrees to indemnify and hold harmless Landlord, its officers, directors, partners, employees, agents and any mortgagee or lessor of the Demised Premises or any portion thereof, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses, including attorneys' fees, that arise out of or in connection with (i) the performance, use, occupancy, repair, maintenance or control of the Demised Premises or any part thereof or the property used by Tenant, or (ii) any act or omission of Tenant or Tenant's agents, employees, contractors, concessionaires, licensees, customers or invitees, or (iii) any default, breach, violation or non-performance of this Sublease or any provision hereof by Tenant, or (iv) any injury to person or property or loss of life sustained in or about the Demised Premises or any part thereof. Tenant shall, at its own cost and expense, pay any and all legal fees and other expenses incurred by, and defend any and all actions, suits and proceedings which may be made or entered against, Landlord, its officers, directors, partners, employees, agents, and any mortgagees or lessors of the Demised Premises or the Building or any portion thereof with respect to, or in connection with, any of the foregoing.

ARTICLE 19. Surrender/Hold Over

Upon the expiration of the Term of this Lease or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender and yield up unto Landlord all and singular the Demised Premises, shall surrender all keys for the premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises. Tenant shall remove all of its personal property (not attached to the Demised Premises) from the Demised Premises upon the expiration or sooner termination of this Sublease and shall leave the Demised Premises broom-clean and in the same condition the premises were in upon delivery of possession thereof to Tenant, reasonable wear and tear excepted, and Tenant shall repair all damage to the Demised Premises caused by or resulting from the removal of any personal property. As used herein, the term "personal property not attached to the Demised Premises" shall not include floor-to-floor carpeting or other permanently affixed floor coverings, attached shelving, lighting fixtures other than free-standing lamps, wall coverings (i.e., wallpaper) or similar Tenant improvements, all of which shall become Landlord's property (unless Landlord, prior to Tenant's installation and/or construction thereof, gives Tenant written notice that it elects to have Tenant remove same and repair any resulting damage and restore the premises, in which event Tenant shall do so) upon Tenant's surrender of the Demised Premises for any reason. Any personal property of Tenant which shall remain in the Demised Premises after the expiration of the Term of this Sublease or sooner termination thereof and the removal of Tenant may, at the option of Landlord, be deemed to have been abandoned, and either may be retained by Landlord as its property, or may be disposed of in such manner as Landlord may see fit. If such personal property or any part thereof shall be sold, Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrears of Rent payable hereunder and any damages to which Landlord may be entitled under this Lease or pursuant to law. Any remaining balance may also be retained by Landlord to the fullest extent allowed by law with regard to abandoned property.

If Tenant holds over and refuses to surrender possession of the entire Demised Premises after the expiration or sooner termination of this Sublease, Landlord shall have the option to treat such holding over as a tenancy at sufferance. During such tenancy Tenant shall pay to Landlord, for Tenant's use and occupancy, an amount equal to three (3) times the Monthly Rent in effect immediately prior to the expiration or sooner termination of this Sublease.

ARTICLE 20. Insurance

At all times throughout the Term of this Sublease, Tenant will, at its sole cost and expense, but for the mutual benefit of Landlord, Tenant, and any ground lessors and mortgagees, as their respective interests may appear, keep and maintain a policy of comprehensive general public liability insurance with broad form extension with a minimum coverage for combined single limit bodily injury and property damage of not less than \$1,000,000.00 per occurrence, \$5,000,000.00 in the aggregate. The policy shall be extended to

include the Broad Form CGL Extension endorsement or its equivalent. Coverage shall also include Personal Injury Liability, Independent Contractors, and any additional hazards due to any renovations or remodeling of the Demised Premises. All insurance provided for in this Article 19 shall be issued by insurers that are rated "A" or better by Best's Rating Guide, and shall name Landlord and all mortgagees as additional insureds. A certificate of insurance evidencing all of the foregoing shall be delivered to Landlord prior to the Commencement Date. Tenant shall have the right to self-insure its obligations under this Article 20 provided Tenant maintains a net worth of at least Twenty Million and No/100 Dollars (\$20,000,000.00). Tenant's right to self-insure under this Article 20 is contingent upon Tenant providing to Landlord current audited financial statements (including a balance sheet) annually. For purposes hereof, "self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof. All amounts which Tenant pays or is required to pay and all loss or damages resulting from risks for which Tenant has elected to self-insure shall not limit Tenant's indemnification obligations set forth in Article 18 and elsewhere in this Lease. In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Tenant shall (a) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, and (b) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure. In the event that Tenant elects to self-insure, Tenant shall provide Landlord and Landlord's mortgagees with certificates of self-insurance naming them as additional insureds as their interests may appear and specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provisions reasonably satisfactory to Landlord.

ARTICLE 21. Utilities

As long as Tenant is not in default under any of the terms, covenants, conditions or provisions of this lease beyond any applicable notice and grace periods, including, without limitation, payment of Fixed Annual Rent and any Additional Rent, Landlord shall furnish Tenant with all such gas, water (including water for domestic use and fire protection), sewer, electricity, light, heat, power and other utilities reasonably required in connection with the permitted use and occupancy of the Demised Premises for normal use on a twenty-four hour (24) basis, 365 days per year. Notwithstanding anything contained herein to the contrary, Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or otherwise interfere with the use thereof by other tenants of the Building. The change at any time of the character of electric service shall in no wise make Landlord liable or otherwise responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

ARTICLE 22. Peaceful Possession

Tenant, on paying the rent herein provided and performing all of its covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Demised Premises on a twenty-four (24) hour basis subject to the terms, covenants and provisions hereof.

ARTICLE 23. Default

If Tenant fails to pay any Rent within five (5) days of the date same is due hereunder, or Tenant fails to observe or perform any other of the terms of this Sublease on its part to be observed or performed within fifteen (15) days of the date same is required hereunder, then in one or more of such events, upon Landlord serving a written five (5) day notice of default specifying the nature of said default and if Tenant shall have failed to comply with or remedy such default within such fifteen (15) days, then this Sublease and the term hereunder shall, at the option of Landlord, terminate and come to an end on the date specified in such notice of default and Tenant shall quit and surrender the Demised Premises to Landlord as if the Term ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.

If the notice provided shall have been given and the Term shall, at Landlord's option, expire as aforesaid, Landlord shall have the immediate right to re-entry (to the extent permitted by law) and may remove all persons and property from the Demised Premises and such property may be removed and stored

in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien upon and security interest in all of Tenant's property, for the payment of all sums agreed to be paid by Tenant herein, and said lien and security interest is in addition to Landlord's lien now or that may hereafter be provided by law.

In the event of a default by Tenant hereunder, Landlord shall have, in addition to all other remedies, the option of treating all or any part of the Rent reserved in this Sublease for the remainder of the stated term hereof as immediately due and payable from Tenant to Landlord as if by the terms of this Sublease it were payable in advance, it being understood that the method of monthly or other periodic payments provided for herein are for the convenience of Tenant and available to Tenant only if Tenant is not in default under this Sublease.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings (except compulsory counterclaims). This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant. However, Tenant shall not move to consolidate any such separate action with any action brought by Landlord for Rent or possession or both.

ARTICLE 24. Late Payment

If Tenant shall fail to pay within ten (10) days when due any Rent which comes due and payable by Tenant to Landlord under the terms of this Sublease, then interest at the rate of ten (10%) percent shall accrue on said Rent from and after the date on which said Rent shall be due and payable, and such interest, together with a late charge of five cents (\$.05) for each dollar of the amount overdue to cover the extra expenses associated with such delinquency, shall be paid by Tenant to Landlord as Additional Rent at the time of payment of the delinquent sum. If Tenant shall deliver a check to Landlord which is dishonored for any reason, Tenant shall pay Landlord as Additional Rent an additional charge of Two Hundred (\$200.00) Dollars for Landlord's expense in connection therewith, and all future payments hereunder by Tenant shall be made by bank or cashier's check or money order. If Tenant is late in the payment of any Rent or if checks on account of Rent are dishonored three (3) or more times during any twelve (12) consecutive months of the Term, then Tenant, upon notice from Landlord, shall deposit additional security in an amount equal to one (1) then monthly installment of Fixed Annual Rent to be held by Landlord pursuant to Article 6 hereof.

ARTICLE 25. Estoppel Certificate

Tenant shall execute and deliver to Landlord, within ten (10) days of Landlord's request therefore, a currently dated certificate stating as follows:

- (a) whether this Sublease is in full force and effect;
- (b) whether this Sublease has been modified, amended or assigned, or the premises sublet, and specifically referring to and attaching copies of the documents evidencing any modification, amendment, assignment or sublet;
- (c) whether there are any existing defaults hereunder to the knowledge of Tenant, and specifying the nature of any such defaults;
- (d) the dates, if any, to which Rent has been paid in advance;
- (e) the commencement and expiration dates hereof;
- (f) the amount of Security paid hereunder;

(g) whether there are any defenses or offsets against the enforcement of this Sublease by Landlord, and specifying any so claimed; and

(h) such other matters as may be reasonably requested by Landlord.

Landlord and all mortgagees and ground lessors of the Building shall have the right, as against Tenant, to rely upon any certificate furnished by Tenant under this Article.

ARTICLE 26. Binding Effect

The submission of this Sublease for examination does not constitute a reservation of or option for the Demised Premises, nor a binding offer to lease, and this Sublease becomes effective as a Sublease only upon execution and delivery thereof by rights with respect to the Demised Premises or against Landlord which may arise from any alleged oral agreement; oral lease; any acts or expenditures (including without limitation the return of this Sublease to Landlord executed by Tenant and the payment of any sums on account hereof) or series of same taken or made by Tenant in reliance on the anticipated execution hereof by Landlord; or any letter from Landlord or its attorneys sent prior to the execution and delivery hereof by Landlord as aforesaid; it being expressly understood and agreed that Tenant shall under no circumstances have any such rights until said execution and delivery hereof by Landlord.

ARTICLE 27. Landlord's Work.

Tenant acknowledges that it is familiar with the Demised Premises and is accepting same "as is" with no work of any sort to be performed by Landlord.

ARTICLE 28. Cancellation.

Landlord may, at any time after the second month, cancel this Sublease provided Landlord gives Tenant at least six (6) months prior written notice, sent by registered or certified mail, return receipt requested, setting forth in said notice the effective date of such cancellation, in which event this Lease shall terminate on the date set forth in such notice of cancellation with the same force and effect as though said date were initially set forth as the expiration date of this Lease, and Tenant will quit and surrender the Demised Premises on said date. The aforesaid six (6) month notice may commence at any time during a month and may include any part of a month for which Tenant has paid Rent, i.e., the intention being that the effective date of cancellation may be on any day during a month. In the event that this Sublease is canceled by Landlord as aforesaid, and only in such event, and provided that Tenant is not then in default under the terms, covenants and conditions of the within Sublease beyond any applicable grace periods, then (i) any rental which Tenant has paid in advance for a period subsequent to the effective date of cancellation shall be refunded by Landlord to Tenant, and (ii) Tenant shall have the right to use and occupy the Demised Premises free of Fixed Annual Rent for the last ninety (90) days immediately prior to the effective date of cancellation.

ARTICLE 29. Casualty

If all or any part of the Demised Premises shall be damaged or destroyed by fire or other casualty, Landlord shall have the option of either repairing the damage (in which event this Lease shall continue in full force and effect, except that Tenant shall receive an appropriate abatement of Rent for the period and to the extent that the Demised Premises are untenable) or terminating this Sublease. If Landlord elects to repair as aforesaid, in no event shall Landlord be required to expend more than the amount of insurance proceeds received by Landlord with regard to the casualty. In the event that Landlord shall fail to substantially repair the Demised Premises within a period of thirty (30) days, Tenant may, upon thirty (30) days prior written notice to Landlord given prior to Landlord's substantial completion of the repairs required to be made, terminate this Sublease and surrender the Demised Premises to Landlord in accordance with the application provisions hereof.

ARTICLE 30. Condemnation

If all or any part of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, or if more than twenty-five percent (25%) of the Common Area shall be appropriated or taken, or if there is a conveyance made in lieu thereof, or if more than fifteen percent (15%) of the leasable floor space within the Building shall be so taken, or if there is a conveyance made in lieu thereof, regardless of whether or not the all or any portion

of Demised Premises shall have been taken, Landlord shall have the right to terminate this Sublease. In the event of any such taking which does not result in a termination of this Sublease by Landlord, Landlord shall restore the Demised Premises into a complete architectural unit, and Tenant shall receive an appropriate abatement of Rent for the period and to the extent that the Demised Premises are untenantable. If Landlord restores as aforesaid, in no event shall Landlord be required to expend more than the amount of the award received by Landlord in respect of the taking. All compensation awarded or paid upon such a total or partial taking or conveyance of the Demised Premises shall belong to and be the property of Landlord without any participation by Tenant, and Landlord shall have the exclusive right, at its own expense, to appear in any condemnation proceeding, to participate in any and all hearings, trials and appeals therein and to settle or compromise any condemnation proceeding.

The terms "condemnation" and "taking" and variants thereof as used herein shall include any agreement or deed given in lieu of or in anticipation of the exercise of the power of eminent domain between Landlord and any governmental authority authorized to exercise the power of that eminent domain.

ARTICLE 31. Rules and Regulations

Tenant's use of the Demised Premises and the common areas shall be subject at all times during the Term to the reasonable rules and regulations adopted by Landlord governing the use of the parking areas, walks, driveways, passageways, signs, garbage removal, exterior of buildings, lighting and other matters affecting other tenants in the Building. There is absolutely no smoking allowed within the Demised Premises or anywhere in the Building. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord, and Tenant's failure to so comply shall constitute a material default hereunder, in respect of which Landlord shall have all rights and remedies. Landlord may amend or add any rules and regulations from time to time, and Tenant shall comply with same immediately upon receipt of notice thereof.

ARTICLE 32. Exculpation

Notwithstanding any provision of this Sublease to the contrary, Tenant agrees to look solely to Landlord's then interest in the Demised Premises for recovery of any judgment from Landlord, it being understood that Landlord (or its representatives, agents, partners, shareholders, directors, employees, fiduciaries and officers) shall never be personally liable for any such judgment or for the payment of any monetary obligation.

ARTICLE 33. Substitution

Landlord may, at any time on thirty (30) days written notice to Tenant, relocate Tenant from the Demised Premises to other space in the Building (the "Substituted Space"). The Substituted Space shall be approximately equal in area to the original Demised Premises, and Landlord shall, at Landlord's expense, substantially duplicate all Landlord's Work and Tenant's Work performed in the Demised Premises. Landlord shall, promptly after Tenant enters into occupancy of the Substituted Space, pay to Tenant any reasonable moving costs incurred by Tenant because of such substitution. This Sublease shall continue in full force and shall apply to the Substituted Space with the same force and effect as though the Substituted Space had originally been designated as the Demised Premises in this Sublease, except the leasable area of the Demised Premises shall be the leasable area of the Substituted Space and all references herein to the Demised Premises shall refer to such Substituted Space. In the event of a substitution of space, Tenant, upon ten (10) days' notice, shall execute an amendment to this Sublease setting forth such substitution of space, but Tenant's failure to execute such amendment or Landlord's failure to request such amendment shall not affect Landlord's right to relocate Tenant pursuant to the terms hereof, or the applicability of this Sublease to such Substituted Space.

ARTICLE 34. Miscellaneous

This Sublease shall be exclusively governed by and construed in accordance with the laws of the State of New Jersey, and venue for all actions and proceedings shall be placed in Hudson County. This Sublease contains the entire understanding between the parties and supersedes any prior agreements or understandings whether written or oral. This Sublease may not be modified or amended except by an agreement in writing executed by both parties. All remedies, rights, undertakings and obligations contained in this Sublease shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking or obligation of either party. All notices shall be in writing and shall be given by personal delivery, registered or certified mail (return receipt requested), at the addresses shown at the head of this Sublease, or at such other address as may be designated in writing by either party. All disputes involving this Sublease, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New Jersey.

ARTICLE 35. Option to Extend Term

Section 35.01. Tenant shall have the right to extend the Term of this Sublease for one (1) additional term of two (2) years, (the "Extension Term") commencing on the day following the expiration of the initial Term of this Sublease (hereinafter called the "Commencement Date of the Extension Term"), provided that:

1. Tenant shall give Landlord notice (hereinafter called the "Extension Notice") of its election to extend the term of this Lease at least twelve (12) months, but not more than twenty-four (24) months, prior to the expiration of the initial Term of this Sublease; and

2. Tenant is not in default in the payment of any Fixed Annual Rent or Additional Rent, and/or any material non-monetary default (after the expiration of the applicable grace periods, if any) under this Lease as of the time of the giving of the Extension Notice or as of the Commencement Date of the Extension Term; and

3. Tenant is in actual physical occupancy of fifty (50%) percent or more of the Demised Premises as of the Commencement Date of the Extension.

Section 35.02. The Fixed Annual Rent payable by Tenant to Landlord during the First Lease Year of the First Extension Term shall be four percent (4%) over and above the Fixed Annual Rent then being paid by Tenant, and shall increase by four percent (4%) annually each and every Lease Year thereafter.

Section 35.03. Tenant's occupancy of the Demised Premises during the Extension Term shall be on the same terms and conditions as are in effect immediately prior to the expiration of the initial Term of this Sublease, provided, however, that Tenant shall have no further right to extend the Term of this Sublease pursuant to this Article 35.

Section 35.04. If Tenant does not send an Extension Notice pursuant to the provisions of Section 35.01 hereof, this Article 35 shall have no further force or effect, and shall be deemed deleted from this Sublease.

IN WITNESS WHEREOF, this Sublease is hereby executed and delivered as of the date and year first above written.

WITNESS:

LANDLORD:

By: _____

Name:

Title:

WITNESS:

Management

TENANT: City of Jersey City / Office of Emergency

By: _____

Name:

Title:

City Clerk File No. Ord. 13-068

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-068

TITLE: **ORDINANCE DEDICATING THAT THE PORTION OF
ACADEMY STREET BETWEEN VAN REYPEN STREET AND
BERGEN AVENUE ALSO BE KNOWN AS
APPLE TREE HOUSE LANE**

WHEREAS, since the mid-nineteenth century, there has been an association between the Van Wagenen House ("The Apple Tree House") on Academy Street and an event that occurred in August of 1780 when George Washington and the Marquis de Lafayette were both in Bergen for three days and legend has it they enjoyed a meal there together; and

WHEREAS, it is believed that Washington and Lafayette enjoyed that meal under an apple tree in Bergen on the Van Wagenen property between August 24 and August 26, 1780; and

WHEREAS, in 1824 during a visit General Lafayette made to New Jersey, he was presented with a cane made from said apple tree to commemorate his visit to Bergen in 1780; and

WHEREAS, it has been widely acknowledged that the legend names the Apple Tree House as the location of that historic dinner, and this story has been repeated, in one form or another, for almost 150 years, making it an important part of the house's history, and by extension, an important part of Jersey City's history; and

WHEREAS, it is unlikely that certain proof will ever be uncovered that will definitely place the location of the meal between Washington and Lafayette as having been at the Apple Tree House, though this legend, like all legends, is based on fact, and it is part of local tradition and lore; and

WHEREAS, the story of Washington and Lafayette's meeting under the apple tree has been repeated for so long, the story is as much a part of the history of the house as the Van Wagenen family and must be incorporated into its future; and

WHEREAS, the Lincoln Association of Jersey City proposed that in recognition of the restoration of the Van Wagenen House, which is better known by local residents as the Apple Tree House, the portion of Academy Street between Bergen Avenue and Van Reypen Street should bear the dedicated name, "Apple Tree House Lane"; and

WHEREAS, the members of the Lincoln Association, along with various other historical societies, including the Jersey City Landmarks Conservancy and the George Washington Society, have advocated for the preservation of this historic homestead, it is only fitting and proper to name and mark this portion of the street as Apple Tree House Lane; and

WHEREAS, doing so would further the goal of encouraging tourism in the original Dutch section of Jersey City, and dedicating this portion of Academy Street as Apple Tree House Lane would serve as a public reminder of the time that Washington and Lafayette discussed military strategy at the Van Wagenen Farm during the Revolutionary War; and

WHEREAS, the Apple Tree House is the best example of Jersey's City's last few remaining actual connections to the Revolutionary War, and this street dedication shall serve to further enhance the recognition of this historic landmark in Jersey City and serve as a virtual "welcome mat" to visitors coming to enjoy the newly refurbished Apple Tree House.

**ORDINANCE DEDICATING THAT THE PORTION OF ACADEMY STREET
BETWEEN VAN REYPEN STREET AND BERGEN AVENUE ALSO BE KNOWN AS
APPLE TREE HOUSE LANE**

NOW, THEREFORE, BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it fitting and appropriate to honor this historic property and the legend of "The Apple Tree House" by dedicating that the portion of Academy Street between Van Reypen Street and Bergen Avenue also be known as "Apple Tree House Lane."

- A. All ordinances and parts of ordinance 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 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 repeal of existing provisions.

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APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 13-069

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-069

TITLE: REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$53,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$53,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$27,155,000 aggregate principal amount of its Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 22, 2006 (the "Public Improvement Bonds") and \$32,163,000 aggregate principal amount of its Qualified General Improvement Bonds, Series 2006A, dated October 24, 2006 (the "General Improvement Bonds"), providing for the financing and refinancing of certain public improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund all or a portion of the outstanding Public Improvement Bonds and General Improvement Bonds;

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund all or part of the Public Improvement Bonds and the General Improvement Bonds (collectively, the "Bonds to Be Refunded"), and (B) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general obligation refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$53,500,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$1,004,315 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the refunding bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

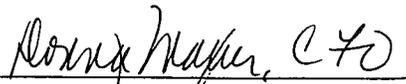
Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond

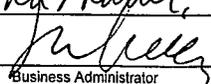
ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED-AS-TO-LEGAL FORM



Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required
Not Required

I N T E R

MEMO

Department of Administration Division of Management & Budget

O F F I C E

Date: May 16, 2013
To: Council President Peter Brennan and Members of the Municipal Council
From: Donna Mauer, Chief Financial Officer 
Subject: Refunding Bond Ordinances

There will be three (3) Refunding Bond Ordinances for first reading at the next regular meeting on Wednesday, May 29, 2013 for your consideration.

The City holds certain general obligation, school and water bonds which may be refunded for a lower rate. Due to recent changes in the market, the City looks to save in present value approximately \$1.7 million. This refunding will not extend the life of the bonds.

There is also a resolution authorizing an application to the Local Finance Board for this purpose.

As always, if you have any questions, please do not hesitate to contact me.

cc: Robert Byrne, City Clerk
Jack Kelly, Business Administrator

City Clerk File No. Ord. 13-070

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-070

TITLE: REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$25,800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,800,000 SCHOOL REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

WHEREAS, the School District of the City of Jersey City, in the County of Hudson, New Jersey (the "School District") exists and is operated as the "State-Operated School District of Jersey City" pursuant to N.J.S.A. 18A:7A-34 et seq.; and

WHEREAS, N.J.S.A. 18A:7A-46.3 and N.J.S.A. 18A:7A-46.4 provide that bonds or notes in respect of capital projects for a State-operated school district shall be authorized, issued, sold and delivered in the manner prescribed by the Local Bond Law, N.J.S.A. 40A:2-1 et seq.; and

WHEREAS, pursuant to the Local Bond Law, the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued on behalf of the School District \$33,310,000 aggregate principal amount of its Qualified School Refunding Bonds, Series 2005C, dated June 8, 2005 (the "Series 2005C Bonds"), providing for the financing and refinancing of certain school improvements of the School District; and

WHEREAS, pursuant to N.J.S.A. 18A:55-3.e., as a condition to receiving State aid, a school district shall refinance all outstanding debt for which a three percent net present value savings threshold is achievable; and

WHEREAS, the Municipal Council has determined that such savings can be achieved by refunding all or a portion of the outstanding Series 2005C Bonds;

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund all or part of the Series 2005C Bonds and (B) to provide for the payment of the costs of issuing the refunding bonds (including

printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable school refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$25,800,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$484,325 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the refunding bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together

with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

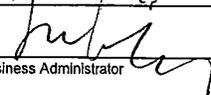


Corporation Counsel

APPROVED:



APPROVED:



Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 13-071

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-071

TITLE: REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$10,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,700,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$5,000,000 aggregate principal amount of its Qualified Water Improvement Bonds, Series 2006B, dated October 24, 2006 (the "Series 2006B Water Bonds"), and \$6,660,000 aggregate principal amount of its Qualified Water Refunding Bonds, Series 2006D, dated March 22, 2006 (the "Series 2006D Water Bonds"), providing for the financing and refinancing of certain water improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund all or a portion of the outstanding, Series 2006B Water Bonds and Series 2006D Water Bonds;

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund all or part of the Series 2006B Water Bonds and Series 2006D Water Bonds (collectively, the "Bonds to Be Refunded"), and (B) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable water refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$10,700,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$200,865 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the refunding bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

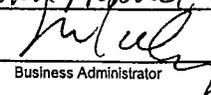
Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond

ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED:  C 70
APPROVED: 

Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 13-072

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-072

TITLE: ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS), ARTICLE II (MOBILE FOOD VENDOR), §175-11 (USE OF STREETS BY MOBILE FOOD VENDORS) TO ESTABLISH UNIFORM AND CONSISTENT REGULATIONS APPLICABLE TO ALL MOBILE FOOD VENDORS (1) PROHIBITING MOBILE FOOD VENDORS FROM THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT AND (2) PROHIBITING ALL MOBILE FOOD VENDORS FROM OPERATING ON PRIVATE PROPERTY AND IN ANY AREA WHERE PARKING RESTRICTIONS ARE IN EFFECT

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

A. The following amendments to Chapter 175 (Food Handling Establishments), Article II (Mobile Food Vendor) are hereby adopted:

ARTICLE II MOBILE FOOD VENDOR

§175-8 Through -10. No Change.

§175-11 Use of streets by mobile food vendors; physically handicapped persons.

A. No person conducting, operating or maintaining an ~~itinerant eating or drinking mobile food vendor~~ establishment shall be permitted to sell food or drink within the area designated as The Journal Square Special Improvement District, which area is more particularly described by block and lot numbers and street addresses as set forth in Schedule A to Chapter 69 of this Code on file in the Office of the Jersey City Clerk. No person conducting, operating or maintaining a mobile food vendor ~~establishment~~, shall be permitted to sell food or drink within three hundred (300) feet of any ~~of any~~ licensed eating and drinking establishment, nor shall he or she be permitted to remain in any location for a period exceeding one hundred and twenty (120) minutes during a four-hour period. The provisions of this section shall be enforced by the Police Department and the Division of Health.

§175-11 B through C. No Change.

D. No ~~itinerant eating and drinking establishment~~ mobile food vendor shall operate upon private property. No owner or person in control of or in possession of private property shall permit any ~~itinerant eating and drinking mobile food vendor~~ establishment to be operated upon said property.

E. No ~~itinerant catering~~ mobile food vendor shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, tax stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and

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any other areas so restricted, prohibited or regulated for the parking of motor vehicles.

§175-12 through -15. No change.

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

C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This Ordinance shall take effect at the time and in the manner as provided by law.

E. The City clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of the ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JOD
5/1/13

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required

Not Required



CITY OF JERSEY CITY

Office of the Corporation Counsel

280 Grove Street
Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah T. Healy, Mayor

Bill Matsikoudis, Corporation Counsel

May 15, 2013

Council President and Members of the City Council
City Hall-280 Grove Street
Jersey City, New Jersey 07302

Re: Ordinance Amending Chapter 175 (Food Handling Establishments)

Dear Council President and Members of the City Council:

This amendment to the recently adopted mobile food-vendor ordinance addresses a discrepancy in the ordinance noted by Capt. Joseph Connors, commander of the East District, where the majority of mobile food vendors are located.

Capt. Connors noted an inconsistency in the ordinance in that the ordinance creates two types of licenses, one for "itinerant eating and drinking establishments," such as the typical cart or wagon selling hot dogs cooked on site, and another for "itinerant catering establishments," which sell food prepared at one location for sale at another. In several, but not all, sections of the ordinance, both types of vendors are referred to as "mobile food vendors." The intent of the ordinance, among others, is to (1) prohibit all mobile food vendors from selling in the Journal Square SID and on private property (2) to require them to move every so often and (3) to prohibit them from any location where parking is restricted or prohibited. But as adopted the foregoing restrictions apply to itinerant eating and drinking establishments (hot-dog carts) but not to catering trucks. Capt. Connors has recommended that the same restrictions should apply to all vendors selling food on the streets and sidewalks, since all require the same regulations. He notes correctly that there is no reason, *inter alia*, to bar hot-dog vendors from Journal Square but not catering trucks.

In accordance with Capt. Connors recommendation, we have submitted an amendment which eliminates this inconsistency by applying the same restrictions to all mobile food vendors.

Very truly yours,

WILLIAM MATSIKOUDIS
CORPORATION COUNSEL

WM/igp

City Clerk File No. Ord. 13-073

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-073

TITLE: ORDINANCE AMENDING CHAPTER 345 (ZONING), ARTICLE II (LAND USE BOARDS, COMMISSIONS AND ADVISORY BOARDS), SECTION 9 (HISTORIC PRESERVATION COMMISSION) OF THE JERSEY CITY MUNICIPAL CODE

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, N.J.S.A 40:55D-109(f) permits the Historic Preservation Commission to carry out such other advisory, educational and informational functions as will promote historic preservation in the municipality; and

WHEREAS, pursuant to the Municipal Land Use Law, the Historic Preservation Commission is responsible for advising the Planning Board, Zoning Board and City Council on such advisory, educational and informational functions as will promote historic preservation in the municipality; and

WHEREAS, pursuant to the Municipal Land Use Law, the Historic Preservation Commission is responsible for advising the Planning Board and Zoning Board of Adjustment on Applications for development in Historic Zoning Districts or on Historic Sites designated on the official zoning map or identified in any component element of the master plan; and

WHEREAS, pursuant to the Municipal Land Use Law, the Historic Preservation Commission is responsible for advising the Municipal Council and the Planning Board on the historic preservation plan element of the City of Jersey City's master plan; and

WHEREAS, the Historic Preservation Commission has an interest in reviewing and commenting on any proposed ordinances, redevelopment plans or amendments thereto, which affect a district, building, structure, object or site that has been deemed eligible for inclusion on the state or national register, is listed within the Historic Preservation Plan Element of the City of Jersey City's Master Plan or is a Municipal Landmark or may be inconsistent with the goals of the Historic Preservation Plan Element of the City of Jersey City's Master Plan or the City's Zoning Ordinance as it pertains to the Historic Preservation.

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

A. The following amendments to Chapter 345 (Zoning) Article II (Land Use Boards, Commissions and Advisory Boards) are hereby adopted:

**ZONING
ARTICLE II
Land Use Boards, Commissions and Advisory Boards**

§345-7 Through §345-8. No Change

§345-9. Historic Preservation Commission.

- A. No Change.
- B. Powers and Duties of Historic Preservation Commission.
1 Through 17. No Change.

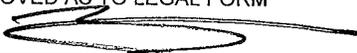
18. Referrals to the Historic Preservation Commission.

- a. The City Council shall refer to the Historic Preservation Commission for review and comment on any proposed development regulation, redevelopment plan revision or amendment thereto, affecting a district, building, structure, object or site that has been deemed eligible for inclusion on the state or national register.
 - b. The City Council shall refer to the Historic Preservation Commission for review and comment on any proposed development regulation, redevelopment plan revision or amendment thereto, affecting a district, building, structure, object or site identified within the Historic Preservation Plan Element of the City of Jersey City's Master Plan or is a Municipal Landmark.
 - c. The Historic Preservation Commission shall make and transmit to the City Council, within thirty-five (35) days after referral, a report including identification of any provisions in the proposed development regulation, redevelopment plan, revisions or amendments which are inconsistent with the goals of the City's Historic Preservation Ordinance and recommendations concerning these inconsistencies and any other matters as the Commission deems appropriate.
 - d. The City Council, when considering the adoption of a development regulation, redevelopment plan, revision or amendment thereto, shall review the report of the Commission and with reason may disapprove or change any recommendation by a vote of a majority of its full authorized membership and shall record in its minutes the reasons for not following such recommendations.
 - e. Failure of the Commission to transmit its report within the thirty-five (35) day period provided herein shall relieve the City Council from the requirements of this subsection in regard to the proposed development regulation, revision or amendment referred to the Historic Preservation Commission. Nothing in this section shall be construed as diminishing the application of the provisions of N.J.S.A. 40:55D-32 to any official map or an amendment or revision thereto or of N.J.S.A. 40:55D-62 to any zoning ordinance or any amendment or revision thereto.
- C. No Change.
 - D. No Change.
 - B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - C. The City Clerk shall have this ordinance codified and incorporated in official copies of the Jersey City Code.
 - D. This ordinance shall take effect at the time and in the manner as provided by law.
 - E. The City Clerk and the corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and
repealed matter by *italics*.

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5/21/13

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 13-074

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-074

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE WEBSTER AVENUE REDEVELOPMENT PLAN AREA FOR Block 2905 Lot 29 PERMITTED USES

WHEREAS, the Municipal Council of the City of Jersey City adopted the Webster Avenue Redevelopment Plan in December 1979, and amended the Plan several times subsequently; and

WHEREAS, the Planning Board, at its meeting of April 16, 2013, noted that Block 2905 Lot 29 – the intersection of Webster Avenue and Griffith St. currently has a preexisting nonconforming deli which is well-maintained and well-used by the neighborhood; and

WHEREAS, the Planning Board, at its meeting of April 16, 2013, determined that the Redevelopment Plan would benefit from the addition of retail and category 2 restaurants on Block 2905 Lot 29; and

WHEREAS, the Planning Board, at its meeting of April 16, 2013, also recommended that the Municipal Council amend the Webster Avenue Redevelopment Plan to add these permitted uses; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Webster Avenue Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

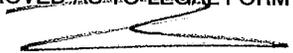
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Webster Avenue Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

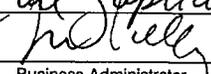
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City 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.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


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

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: 
APPROVED: 

Business Administrator

Certification Required

Not Required

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE WEBSTER AVENUE
REDEVELOPMENT PLAN AREA FOR Block 2905 Lot 29 PERMITTED USES**

This ordinance adds retail and category 2 restaurants as permitted uses on Block 2905, Lot 29, corner of Webster and Griffith St.

WEBSTER AVENUE REDEVELOPMENT PLAN

Adopted December 1979
Amended May 1986
Amended November 2005
Update Block and Lot July 26, 2012
Proposed Amendments April 5, 2013

**City of Jersey City
Division of City Planning**

I. DESCRIPTION OF PROJECT

No Change

II. REDEVELOPMENT PLAN GOALS AND OBJECTIVES

No change

III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

No Change

IV. BUILDING DESIGN OBJECTIVES FOR NEW CONSTRUCTION

No Change

V. SPECIFIC OBJECTIVES

No Change

VI. GENERAL PROVISIONS

No Change

VII. GENERAL LAND USE PLAN

A. Principal Permitted Uses

1. One and Two Family Houses (attached or detached)
2. One and Two Family Townhouses and Row houses
3. ***Ground floor retail on Block 2905 Lot 29 only***
4. ***Ground floor category 2 restaurant on Block 2905 Lot 29 only***

B. Accessory Uses

1. Private Garages
2. Off-Street Parking
3. Recreation and Open Space
4. Fences and Walls

C. Conditional Uses

1. Professional Uses
2. Residential Conversions

D. Regulations and Controls

Offices as a home occupation shall be defined as places for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail

sales are offered, and shall be limited to licensed doctors, lawyers, architects, engineers, and planners.

E. Maximum Height

1. One and Two family Houses: Four (4) stories or forty (40) feet.
2. Residential Conversions: One additional story not to exceed 75% of the building footprint shall be permitted. A second additional story not to exceed 50% of the building footprint will be permitted provided that at least 50% of the ground floor is used for off-street parking.

F. Area, Yard and Bulk

1. One and two family houses:

Maximum Building coverage: 60%
Minimum Lot Width: 25 feet
Minimum Lot Depth: 100 feet
Minimum Yards: Front: 5 feet or the established front façade setback of the surrounding uses.
Side: one side..... 0 feet
both sides... 3 feet
Rear: 10 feet

2. Townhouses and Row houses

Maximum Building coverage: 60%
Minimum Lot Width: 16 feet
Minimum Lot Depth: 100 feet
Minimum Yards: Front: 5 feet or the established front façade setback of the surrounding uses.
Side: 3 feet, 0 for party walls or where the adjacent uses are built to the property line.
Rear: 10 feet

3. Residential Conversion – defined as the residential conversion of a non-residential use:

Maximum building coverage 60%

G. Substandard Lots

All lot areas and dimensions which existed as of January, 1986 which are less than the established minimums of this plan shall be permitted as of right, but may not be reduced.

Building coverage may be increased up to a maximum of 75% for those lots which qualify as substandard based on the following ratio:

$$\frac{\text{Substandard lot area}}{\text{Required lot area}} = \text{ratio of increase}$$

$$\frac{.60}{\text{Ratio of increase}} = \text{new maximum coverage (NOT TO EXCEED 75\%)}$$

H. Minimum Off-Street Parking

One off-street parking space per unit.

Professional offices as a home occupation shall provide off-street parking at a ratio of not less than one (1) space per each three hundred (300) square feet of gross floor area devoted to the professional occupation.

All exterior off-street parking areas must contain a minimum landscaped area equal to 10% of the total paved area.

I. Maximum Sign Areas

Professional offices as a home occupation shall be permitted one (1) sign either attached or free standing not to exceed two (2) square feet.

Billboards are expressly prohibited.

J. Refuse Storage and Collection

Adequate facilities for the storage of refuse shall be indicated on the site plan for all uses. The method of collection shall also be indicated on said plan. All such storage areas shall be adequately screened.

VIII. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

No Change

IX. PROCEDURE FOR AMENDING THE APPROVED PLAN

No Change

City Clerk File No. Ord. 13-075

Agenda No. 3.J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-075

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM) REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS PROVISION

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

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the MGM Redevelopment Plan Area on February 1, 2006 and last amended November 28, 2012; and

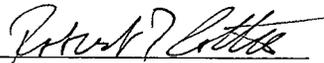
WHEREAS, at its meeting of May 21, 2013, the Jersey City Planning Board discussed the proposed amendments and recommended their adoption to the Municipal Council; and

WHEREAS, the Redevelopment Plan reflecting the proposed amendments is attached hereto and made a part hereof, and is available for public inspection at the Office of the City Clerk in City Hall, 280 Grove Street, Jersey City, NJ;

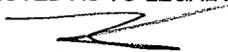
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed Amendments and Map revisions, attached hereto, as Recommended by the Jersey City Planning Board on May 21, 2013 be, and hereby is, adopted.

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.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1. to avoid confusion and possible repealers of existing provisions.

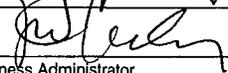

Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: 

APPROVED: 
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM)
REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS
PROVISION

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

Because of the area's close proximity to the Grove Street PATH Station, this amendment allows for a height and density bonus for parcels on Block 11507 that that build into the project a theater of at least 125 seats and contain a host of standard ancillary facilities. Such theater must be donated to a qualifying entity for at least 20 years.

Other plan improvements also proposed include: increasing sidewalk width, implementing bicycle requirements, and strengthening building design and façade standards.

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

These amendments will allow the redevelopment of Block 11507 to be more consistent with the recently built and approved pattern of development of the immediate neighborhood surrounding the Grove Street PATH station and to continue the embellishment of entertainment and cultural and civic amenities for all.

5. Anticipated Benefits to the Community:

Development of the theatrical component will greatly enhance the City's cultural resources and allow the operators of the theater to take advantage of the close proximity to regional mass transit.

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

None

7. Date Proposed Program or Project 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

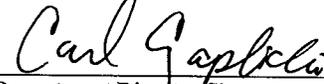
10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

MAY 22, 2012
Date



Department Director Signature

5/22/12
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM) REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS PROVISION

These amendments create a bonus provision to allow a building on Block 11507 (Morgan, Marin, Bay and Grove) to rise to a maximum of 400 feet over a base a maximum of 75 feet in return for the development of a theater amenity and ancillary facilities of at least 6,250 square feet and a minimum of 125 seat which shall be donated to a qualifying theatrical entity for a minimum of 20 years. Other plan improvements also proposed include; increasing sidewalk width, implementing bicycle requirements, and strengthening building design and façade standards.

**PROPOSED AMENDMENTS TO THE
MORGAN/GROVE/MARIN REDEVELOPMENT PLAN
(Last Amended November 28, 2012 by Ord. 12-143)**

Revised: May 16, 2013

New text to be included is shown as Bold Italic, *Thusly*.
Text to be removed is shown as a Strikethrough, ~~Thusly~~.

Revise all maps to reflect newly adopted Tax Block and Lot Numbers – to be attached to this document for Public hearing and plan reference.

Section I through Section VI - NO CHANGE

Section VII

Paragraph A. – NO CHANGE

Paragraph B.

Sub-paragraph 1. – NO CHANGE

Sub-paragraph 2. Amend as follows:

2. Sidewalks must be provided along the street rights-of-way and shall be properly sized for the safe and convenient movement of pedestrians through and around the Redevelopment Area. *All sidewalks along Marin Boulevard must be a minimum of 15 feet wide, and all sidewalks adjoining development utilizing the Community Benefit Bonus option must be 15 feet wide.*

Sub-paragraphs 3 though 7 – NO CHANGE

Paragraphs C. and D. – NO CHANGE

VIII. SPECIFIC LAND USE REGULATIONS

The Redevelopment Area is a relatively compact area, consisting of parts of two city blocks. Although relatively small in size, the Redevelopment Area is fairly complex in terms of the variety of land-uses and intensity of development that surround it. Large scale mixed-use projects and the Powerhouse Arts District surround the Redevelopment Area to the south and east, while more neighborhood scale development and the Harsimus Cove Historic District are located west and north of the Redevelopment Area. It is the intent of these regulations to allow the MGM Redevelopment Area to act as a transitional area; to allow for larger scale development on larger lots, especially in the eastern and northern sections of the Redevelopment Area, while also allowing for appropriate development on the many smaller lots that exist within the Redevelopment Area. ~~Therefore, the entire Redevelopment Area is treated as one zoning districts. Land use provisions are regulated relative to lot size as indicated below.~~

Base Zone Development Standards

These standards shall apply throughout the plan area except for where the Community Benefit Bonus criteria is met and applied; or for any development on Block 11507 Lot 27 which shall will be regulated by the site plan and variance approval granted by the Jersey City Board of Adjustment.

- A. Principal Permitted Uses
 - 1. Townhouses
 - 2. Multi-family Apartment Buildings.
 - 3. Governmental uses.

- B. Uses incidental and accessory to the principal use, including:
 - 1. Work/Live Units.
 - 2. Work/Live Artist Studios.
 - 3. **Theatres, performance and rehearsal spaces.**
 - 3.4. Commercial Uses – limited to the ground floor of multi-family buildings fronting on Grove Street and/or Marin Boulevard only.
 - a. Retail sales of goods and services.
 - b. Restaurants, category one and two.
 - c. Bars.
 - d. Offices.
 - e. Financial institutions.
 - f. Art Galleries.
 - 4.5. Off-street parking, only within structures as part of the principal building.
 - 5-6. Recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
 - 6-7. Community rooms.
 - 7-8. Fences and walls.
 - 8-9. Home occupations.
 - 9-10. Outdoor seating in conjunction with a restaurant after site plan review and approval.
 - 10-11. Signs.

- C. Permitted Density – In order to encourage the consolidation of lots into larger development parcels, while at the same time permitting reasonable development on the many existing smaller lots, the permitted density will vary in relation to both location and lot size.

Lot Size	Permitted Density
Up to 2,500sq. ft.	55 d.u. per acre
2,501 to 5,000sq. ft.	75 d.u. per acre
5,001 to 9,999 sq. ft.	90 d.u. per acre
10,000 to 14,999 sq. ft.	120 d.u. per acre
15,000 sq. ft. and above	As listed below.

Block 11507 – One Hundred and Eighty (180) units per acre.
Block 11508 – One Hundred and Sixty-Five (165) units per acre.

D. **Minimum Dwelling Unit Size –interior measurement**

1. **Studio: 500 square feet**
2. **One Bedroom: 700 square feet**
3. **Two Bedroom: 950 Square feet**
4. **Apartments with more than two bedrooms shall be a minimum of 950 square feet plus 250 square feet for each additional bedroom over two bedrooms.**

~~Average dwelling unit size within any building must be at least 1,100 square feet, and no dwelling unit shall be less than 800 square feet in area.~~

E. **Permitted Height - Building height shall be as indicated on
Map 3 – Permitted Height.**

1. **Additional Height Regulations:**

- a. All new buildings fronting on Grove Street shall be four (4) stories tall and match the height of the adjoining buildings on Grove Street. Existing buildings on Grove Street shall maintain their existing heights.
- b. Any building constructed in sub-districts F, G and H as indicated on Map 3 – Permitted Height shall be permitted two additional residential stories above the permitted height, provided that they are set back at least ten (10) feet from the front façade and the total height of the building is not increased by more than twenty (20) feet above the permitted height.
- c. Any building constructed on a lot of less than 10,000 square feet in area, shall not exceed a height of sixty-five (65) feet.
- d. All residential floors above the first floor shall have a minimum floor to ceiling height of nine (9) feet. Residential units on the first floor shall have a minimum floor to ceiling height of ten (10) feet. Residential units on the first floor of any building shall be raised at least two (2) feet above the grade of the adjoining sidewalk.
- e. Ground floor commercial areas along Grove Street shall be designed to match the height of the existing structure(s) along Grove Street. Commercial areas along Marin Boulevard shall have a minimum floor to ceiling height of ~~fourteen (14) feet.~~ **sixteen (16) feet.** In addition, ground floor commercial space along Marin Boulevard may include a mezzanine level, which shall not be counted as a floor in conformance with International Building Code standards.
- f. Parapets and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance.

F. **Required Lot Size – All lots existing at the time of adoption of this Plan shall be considered conforming lots and may be developed in conformance with this Plan.**

G. **Permitted Coverage**

Lot Size	Building Coverage	Lot Cov.
Up to 5,000 sq. ft.	75%	80%
5,001 to 9,999 sq. ft.	85%	90%
10,000 sq. ft.	100% for the parking structure portion of	100%

K. Community Benefit Bonus: *The following development regulations shall apply to development parcels on Block 11507 that meet the criteria listed below:*

- *Possess at least 150 feet of frontage on Marin Boulevard;*
- *Consist of at least 25,000 square feet; and*
- *The proposed development of the parcel must include a theater of at least 6,250 square feet which shall include an area for seating for an audience of at least one hundred and twenty-five (125) persons, a stage and back stage areas, rehearsal area and dressing rooms, an entry lobby at street level with appropriate signage and/or marquee, a lounge/café area with appropriate preparation facilities, office and storage areas. The theater space shall be sufficiently completed so as to be fully operational as a theater, including electrical systems, HVAC equipment and facilities as necessary for the safe and effective operation of the theater. The theater area shall be donated to a school of higher education, a qualified 501(c)3 not-for-profit arts/theatre group or qualified community group for a period of not less than 20 years, which shall operate the theater.*

1. *Permitted and Accessory Uses – Same as Base Zoning.*
2. *Minimum Dwelling Unit Size – Same as Base Zoning, density shall be dictated by unit size and building form requirements.*
3. *Permitted Height:*
 - a. *All buildings shall have a base, which may contain any permitted or accessory use and shall have a maximum height of 75 feet.*
 - b. *Buildings may also have a tower above the base. The maximum height of the tower, inclusive of the base height, shall not exceed 400 feet in total.*
 - c. *Additional Height Requirements – same as paragraph E.1. above.*
4. *Tower Dimensions - The maximum length of any tower face may not exceed 110 feet on any side, nor shall the floor plate exceed 10,000 square feet in area.*
5. *Maximum Permitted Building Coverage - 100% for the base of the building and 40% for the tower portion of the building.*
6. *Required Setbacks:*
 - a. *Front – Front setback shall match adjoining buildings and the predominant setback of the street, but in no instance shall the sidewalk width be reduced beyond the minimum required by this plan to accommodate the prevailing setback. Commercial uses may be located up to the front property line in order to adjoin the sidewalk. Additional front setbacks may be required in order to meet appropriate sidewalk widths and/or to meet the Design Standards found in Section VII of this Plan.*
 - b. *Side – Zero required, except as necessary to meet building, fire and safety codes.*

City Clerk File No. Ord. 13-076

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-076

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 36 BROADMAN PARKWAY; 271 CLAREMONT AVENUE; 186B DWIGHT STREET; 20 EMORY STREET; 84 FULTON AVENUE; 19 KENSINGTON AVENUE; 219 LIBERTY AVENUE; 70 NEPTUNE AVENUE; 42 POPLAR STREET; 157 ROOSEVELT AVENUE; 47-45 STEVENS AVENUE; 264 SUMMIT AVENUE; 133 VAN WAGENEN AVENUE; 101 VIRGINIA AVENUE AND 435 WAYNE STREET AND REPEAL THE RESERVED PARKING SPACE AT 87 EASTERN PARKWAY

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

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual
Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Joyce Pitchford</u>	<u>36 Broadman Parkway [87 Eastern Parkway]</u>
<u>Caesar White</u>	<u>271 Claremont Avenue</u>
<u>Nicole Watford</u>	<u>168B Dwight Street</u>
<u>Aguilar Valentin</u>	<u>20 Emory Street</u>
<u>Gazzie Glenn III</u>	<u>84 Fulton Avenue</u>
<u>Manuel Franco</u>	<u>19 Kensington Avenue</u>
<u>Magdy Faried</u>	<u>219 Liberty Avenue</u>
<u>Jose Collazo</u>	<u>70 Neptune Avenue</u>
<u>Jenny Cabrera</u>	<u>42 Poplar Street</u>
<u>Francisco Llanes</u>	<u>157 Roosevelt Avenue</u>
<u>Tracey Williams</u>	<u>47-45 Stevens Avenue</u>
<u>Rosa Martinez</u>	<u>264 Summit Avenue</u>
<u>Lissy Rivas</u>	<u>133 Van Wagenen Avenue</u>
<u>Dorothy Brown</u>	<u>101 Virginia Avenue</u>
<u>Margaret Hensle</u>	<u>435 Wayne Street</u>

Continued.....
CFL:pcl
(05.13.13)

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

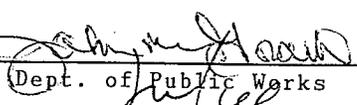
CFL:pc1
(05.13.13)

APPROVED: 
Municipal Engineer

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: 
Director, Dept. of Public Works

APPROVED: 

Business Administrator

Certification Required

Not Required

FACTSHEET

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

1. Full title of ordinance:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 36 BROADMAN PARKWAY; 271 CLAREMONT AVENUE; 186B DWIGHT STREET; 20 EMORY STREET; 84 FULTON AVENUE; 19 KENSINGTON AVENUE; 219 LIBERTY AVENUE; 70 NEPTUNE AVENUE; 42 POPLAR STREET; 157 ROOSEVELT AVENUE; 47-45 STEVENS AVENUE; 264 SUMMIT AVENUE; 133 VAN WAGENEN AVENUE; 101 VIRGINIA AVENUE AND 435 WAYNE STREET AND REPEAL THE RESERVED PARKING SPACE AT 87 EASTERN PARKWAY

2. Name and title of person initiating the ordinance:

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works on behalf of the Municipal Council Committee for Disabled Parking

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

Designate a reserved parking space for the disabled at various locations throughout the City, for those disabled individuals whose applications have been reviewed and approved by The Municipal Council Committee for Disabled Parking. Remove from the Disabled Parking Manual reserved parking signs that are no longer warranted and the signs have been removed.

4. Reasons (need) for the proposed program, project, etc.:

To provide a reserved parking space for a disabled individual who has documented that his or her disability is severe enough to limit his mobility or so severe that he or she cannot be left unattended while the designated driver brings the vehicle to him or her or parks the vehicle.

5. Anticipated benefits to the community:

Allow those disabled individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space designated at his or her residence, therefore, improving the quality of his or her life.

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

Approximately \$100.00 per u-post and \$100.00 per sign installation.

30 signs @ \$100.00 ea.	\$3,000.00
24 u-posts @ \$100.00 ea.	\$2,400.00
Total:	\$5,400.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

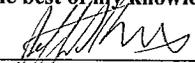
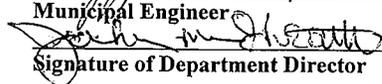
Twenty days after adoption by the Jersey City Municipal Council

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

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4492

10. Additional comments:

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

	5/13/13
Municipal Engineer	Date
	5/14/13
Signature of Department Director	Date

City Clerk File No. Ord. 13-077

Agenda No. 3.L 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-077

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-6 (U-TURNS) OF THE JERSEY CITY CODE PROHIBITING U-TURNS ON CARLTON AVENUE BETWEEN TONNELE AVENUE AND LIBERTY AVENUE

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

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-6

U-Turns

No person shall make a U-turn on any of the streets or parts of streets listed below.

Name of Street	Limits
<u>Carlton Avenue</u>	<u>Tonnele Avenue to Liberty Avenue</u>

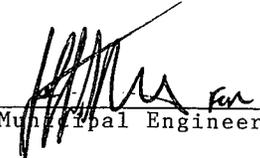
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

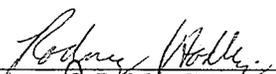
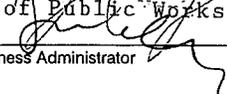
NOTE: All the material to be inserted is new and underscored.

CFL:pc1
(05.14.13)

APPROVED: 
Municipal Engineer

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Director, Dept. of Public Works
APPROVED: 
Business Administrator

Certification Required
Not Required

FACT SHEET

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

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

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-6(U-TURNS) OF THE JERSEY CITY CODE PROHIBITING U-TURNS ON CARLTON AVENUE BETWEEN TONNELE AVENUE AND LIBERTY AVENUE

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4440 at the request of the residents of Carlton Avenue through direct communication to the Division of Engineering, Traffic and Transportation and through the City's Web Q & A.

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

Prohibit the U-Turn on Carlton Avenue between Tonnele Avenue and Liberty Avenue

4. Reasons (need) for the proposed program, project, etc.:

The development and design change of Route 1&9T a couple of years ago resulted in the change in the traffic pattern for the streets in the area south of Manhattan Avenue east of Kennedy Boulevard, in particular, Carlton Avenue, which was made a two-way road between Tonnele Avenue and Liberty Avenue. Vehicles traveling west on Carlton Av do u-turns if they observe Tonnele Av is congested. Also, motorists east on Carlton Avenue do a u-turn for shorter access to Tonnele Av. Often the vehicles that u-turn mount the sidewalks or pull into private driveways endangering children and adults.

5. Anticipated benefits to the community:

Prevent motorists from doing u-turns on Carlton Av, mounting the sidewalks and pulling into private driveways.

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

Approximately \$100.00 per u-post and sign installation.
Two (4) signs and one (4) u-posts are needed at a total cost of \$800.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

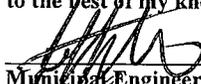
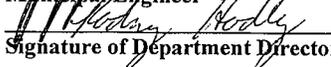
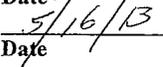
Twenty days after adoption by the Jersey City Municipal Council

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

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492

10. Additional comments:

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

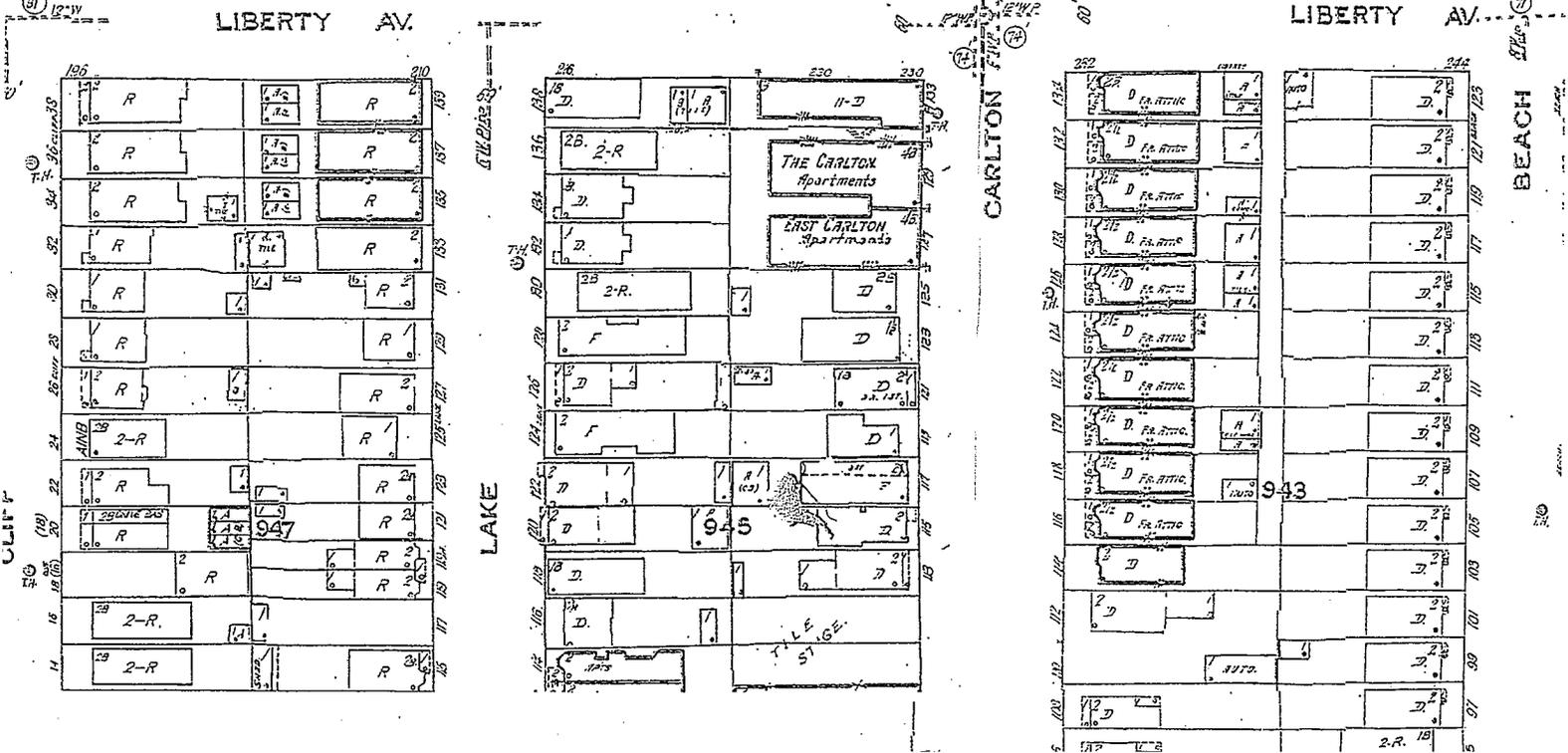
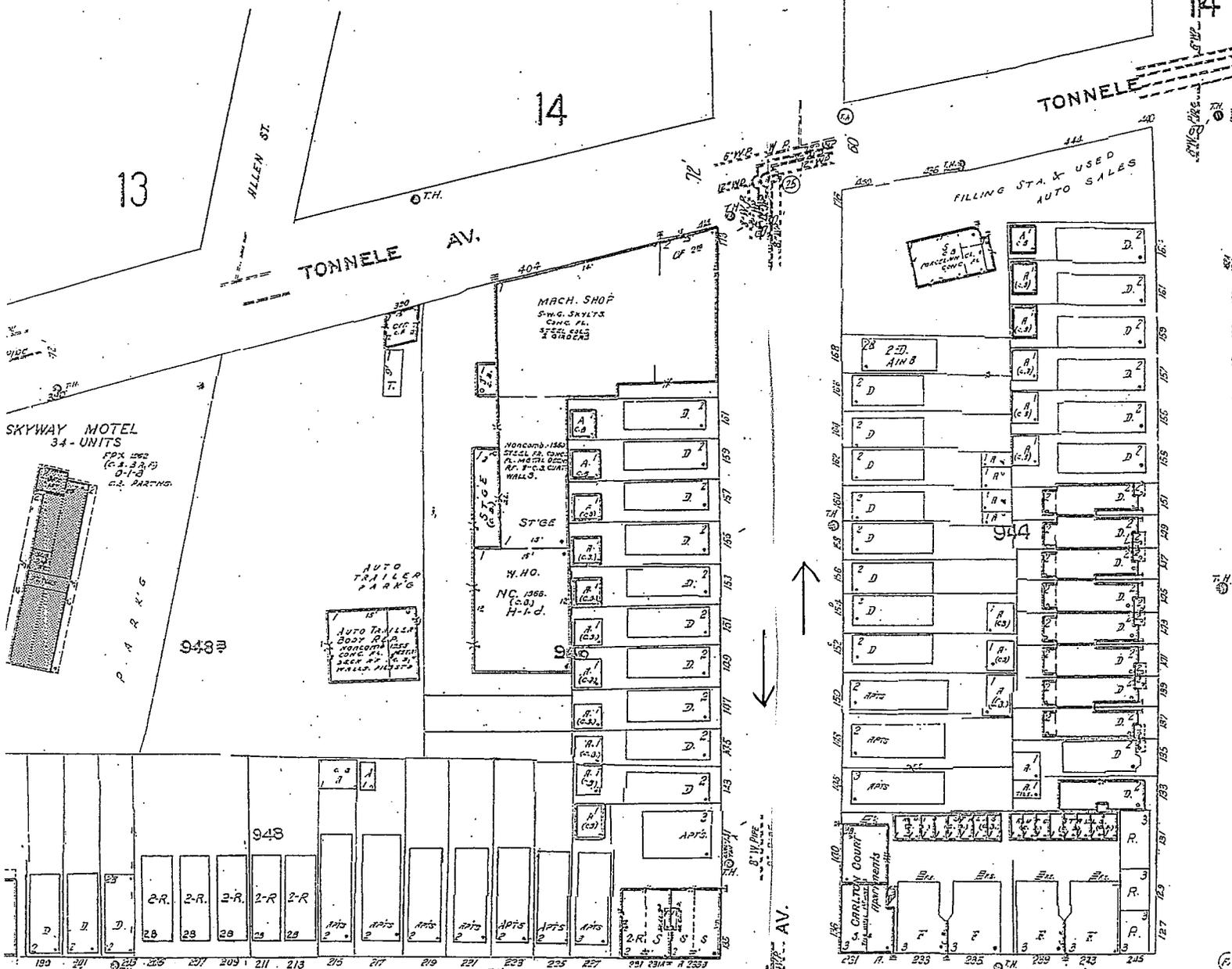
 Municipal Engineer	 Signature of Department Director	 Date	 Date
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NORTH

14

13

14



City Clerk File No. Ord. 13-078

Agenda No. 3.M 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-078

TITLE:

ORDINANCE AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED RELEASING PROPERTY KNOWN AS 87 NEWKIRK STREET ALSO KNOWN AS BLOCK 12204, LOT 12 FROM AN EASEMENT HELD BY THE CITY OF JERSEY CITY

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

WHEREAS, the City of Jersey City (City) is the owner of property at 365 Summit Avenue also known as Block 12204, Lot 13 which is the Jersey City Municipal Court building; and

WHEREAS, the Jersey City Redevelopment Agency (JCRA) was the owner of 365 Summit Avenue before it was transferred to the City after 1999; and

WHEREAS, 87 Newkirk Street is a property that is adjacent to 365 Summit Avenue; and

WHEREAS, 362 Summit Associates, LLC was the owner of 87 Newkirk Street in 1999 and granted the JCRA an easement over its property to be used for emergency egress; and

WHEREAS, the easement agreement is dated July 30, 1999 and was recorded in Deed Book 5475 at page 178; and

WHEREAS, the easement area is shown on Exhibit A attached hereto; and

WHEREAS, the City became the easement holder when 365 Summit Avenue was transferred to the City; and

WHEREAS, 87 Newkirk MM, LLC is now the owner of 87 Newkirk Street and is seeking to have its property released from the easement; and

WHEREAS, on May 21, 2013, the JCRA designated 87 Newkirk MM, LLC as the developer of the property at 87 Newkirk Street; and

WHEREAS, the City does not need to use the easement because the City's property has adequate means of egress; and

WHEREAS, N.J.S.A. 40A:12-13(c) authorizes the private sale of an easement to a designated developer; and

WHEREAS, 87 Newkirk MM, LLC agrees to pay the City consideration for the sale of the easement pursuant to its redevelopment agreement with the JCRA.

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

1) the City finds and declares that it is in the best interests of the City to transfer its easement rights that affect the property at 87 Newkirk Street to 87 Newkirk MM, LLC subject to a redevelopment

0 2 0 1 3 0 8 4

agreement with the JCRA and for consideration set forth in the redevelopment agreement; and

2) the Mayor or Business Administrator is authorized to execute a Quitclaim Deed transferring the City's easement rights that affect 87 Newkirk Street, Jersey City to 87 Newkirk MM, LLC subject to the execution of a redevelopment agreement with the JCRA.

- 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 shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed 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 new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR
5-23-13

APPROVED AS TO LEGAL FORM

APPROVED: _____

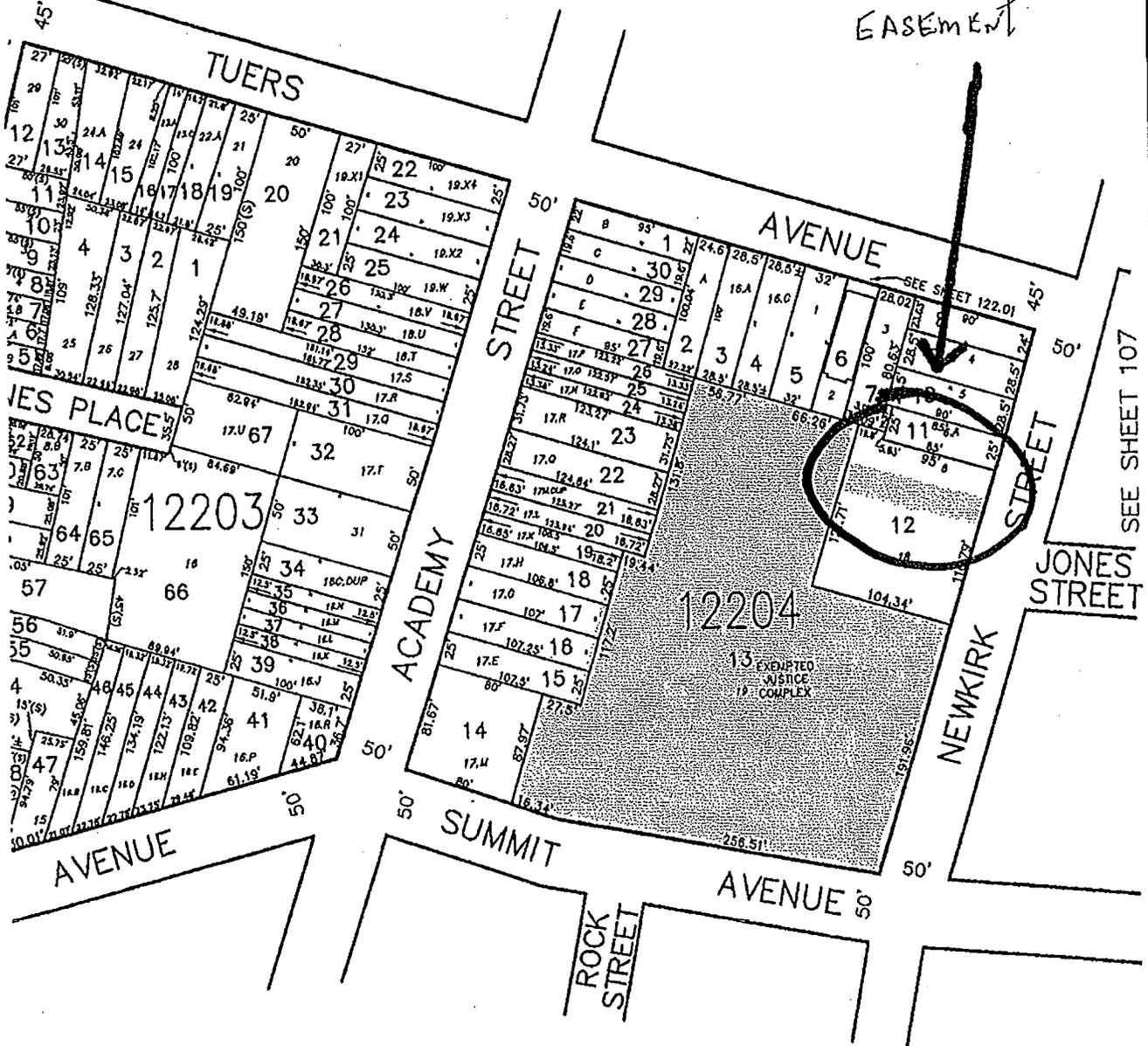
Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

SEE SHEET 107

EMERGENCY EGRESS
EASEMENT



SEE SHEET 107

SEE SHEET 108

SEE SHEET 123

TM
ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN, NJ 07744
TEL 732-871-4600
FAX 732-871-3245
NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
EXEMPTED BY RECIPROCALITY

STATE ENGINEER OF THE TREASURY
OFFICE OF LAND
SURVEY CONNECTION
APPROVED BY THE BOARD OF LAND SURVEYORS
IN THE COUNTY OF JERSEY
Thomas C. DiDonato
LAND SURVEYOR
MAY 18, 2002

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

ARJ - COA/246A27973500

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.

Exhibit "A"