City Clerk File No. Ord. 12-029

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 12-029

TITLE: **AN ORDINANCE DEDICATING THAT THE INTERSECTION OF MANILA AVENUE AND SECOND STREET ALSO BE KNOWN AS**

Dr. Eliu Rivera Way

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Eliu Rivera, has for the past 42 years, dedicated himself to the advocacy of human rights and has been the bridge of communication between the community and government. Eliu Rivera is a former Deputy Mayor of the City of Jersey City and presently represents the fourth district in the Board of Chosen Freeholders. The elected official has served his community as a freeholder for more than fourteen years. On January 4, 2012, Eliu was chosen to serve as Chairman; and

WHEREAS, Eliu Rivera has been employed by Puertorriqueños Asociados for Community Organization (P.A.C.O.) since 1970 and serves as its Executive Director. PACO provides a comprehensive network of services to Jersey City residents in the areas of housing, education, and social service; and

WHEREAS, Eliu Rivera has assisted many members of the community through the educational process to climb the ladder of success. He has assisted with college admission fairs, police training and firefighter and postal examinations. He has helped individuals leave the welfare system by putting them in the work force; and

WHEREAS, Eliu Rivera has been very instrumental in organizing many groups including Hispanic Merchants, Tenant Organizations, Roberto Clemente Little League and Adult Leagues, Boys & Girls Scout Troops, Voter Registration Drives. He has helped many victims of disaster throughout the world. Mr. Rivera is also the founder and President of the Liberty Academy Community Charter School, President of Puerto Rican Lutheran Housing Corporation and Vice President of Paulus Hook Community Housing Corporation. He is also a former board member of the Golden Door Community Charter School; and

WHEREAS, Eliu Rivera has held positions on various professional, political and community boards and committees and has been honored by many organizations. He holds an Honorary Doctorate Degree from New Jersey City University. He is the recipient of the Golden Age Award from the Latino Gerontological Center, NYC, Jersey City Police Dept. Distinguished Service Award, Hispanic Merchants Association Community Service Award and a Jersey City Police Civilian Award. Eliu has been honored by Hispanic Firefighters of Hudson County, Hudson County Labor Council for Latin Advancement, Jersey City Borinquen Lions Club, Jersey City Board of Education, Roberto Clemente Little League, Jersey City Medical Center, Christopher Columbus Foundation, Save Latin America, Hudson County Hispanic American Law Enforcement Association, Jersey City Fraternal Order of Police Lodge #4 and Urban League of Hudson County. He has also received many accolades and citations from state, county and local government. On June 19, 2009, The Plaza at Villa Borinquen in Jersey City was named the Hon. Dr. Eliu Rivera Plaza; and

WHEREAS, a Lifetime Achievement Recognition Dinner to honor Eliu Rivera was held on Saturday, January 21, 2012, at which time, friends, family and colleagues gathered to express their appreciation of his humanitarian efforts.

NOW, THEREFORE, BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it fitting and most appropriate to honor Dr. Eliu Rivera Way by dedicating that the intersection of Manila Avenue and Second Street also be also known as Dr. Eliu Rivera Way.

AN ORDINANCE DEDICATING THAT THE INTERSECTION OF MANILA AVENUE AND SECOND STREET TO ALSO BE KNOWN AS DR. ELIU RIVERA WAY

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

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 12-030

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 12-030

TITLE:

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT WITH HUDSON CONDUIT ASSOCIATES, LLC TO PERMIT THE CITY TO INSTALL AND MAINTAIN 48 STRAND FIBER IN CONDUIT OWNED BY HUDSON CONDUIT ASSOCIATES

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

WHEREAS, the City of Jersey City (City) desires to install security cameras on the public walkway adjacent to the Hudson River; and

WHEREAS, in order to install the cameras, the City needs to run 48 strand fiber within conduit and related manholes and equipment owned by Hudson Conduit Associates, LLC (HCA); and

WHEREAS, HCA agrees to permit the City to install and maintain the 48 strand fiber and related equipment and to operate and maintain same in conduit owned by HCA; and

WHEREAS, HCA agrees to permit this use provided that the City pays a one-time access fee of $15,000.00; and

WHEREAS, HCA agrees to grant the City a ten (10) year license; and

WHEREAS, HCA requires that the City execute the Grant of License and Right of Entry Agreement that contain the terms and conditions of the City's use of the HCA's conduit; and

WHEREAS, the City agrees to indemnify HCA from and against any liability claims or property damage claims arising from the City's use of HCA's conduit; and

WHEREAS, funds in the amount of $15,000.00 are available in Account No.02-213-41-172-405.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Grant of License and Right of Entry Agreement attached hereto;

2. The term of the Grant of License and Right of Entry Agreement shall be for ten (10) years commencing on April 17, 2012; and

3. The City shall pay HCA the sum of $15,000.00 in exchange for the granting of this license to install and maintain 48 strand fiber in HCA's conduit.

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.*

I, _____, Donna Mauer, Chief Fiscal Officer certify that funds in the amount $15,000.00 are available in Account No. 02-213-41-172-405.

P.O. # 105932

RR
2-29-12

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____
Business Administrator

City Of Jersey City

Office of Emergency Management & Homeland Security

MEMORANDUM

W.Greg Kierce , Director **Jerramiah T. Healy, Mayor**

TO: Council President Peter Brennan
Councilwoman-at- Large Viola Richardson
Councilman-at-Large Rolando R. Lavarro Jr
Ward A Councilman Michael Sottolano
Ward B Councilman David Donnelly
Ward C Councilwoman Nidia Lopez
Ward D Councilman William Gaughan
Ward E Councilman Steven Fulop
Ward F Councilwoman Michele Massey

FROM: W. Greg Kierce

SUBJ: Resolutions/ Ordinance: Meeting dated March 14, 2011

DATE: March 2, 2011

To the members of the Jersey City Municipal Council:

The following information is respectfully submitted for your review relevant to the attached Resolutions/Ordinance.

(1) GSA Contract award to Activu Corporation, $115,744.10 EOC Upgrade

DHS funding for this EOC enhancement project has been awarded to and accepted by the city in two phases/fiscal years.

- Phase 1: FY-10 December 15, 2010 Jersey City Municipal Council meeting under Resolution 10-814 in the amount of $250,000.00
- Phase 2: FY-11 December 14, 2011 Jersey City Municipal Council meeting under Resolution 11-825 in the amount of $1,000,000.00

The resolution for your consideration would award a contract thru GSA to the ACTIVU Corporation in the amount of $115,744.10, for software, hardware, servers and licensing agreements all of which are 100% funded thru FY-10 UASI dollars at no expense to the city.

A subsequent resolution for Phase 2 will be presented for your review/approval at a later date proposing the award of a contract to the ACTIVU Corporation in the amount of $784,242.91 for the installation of an interactive video wall, display devices, project processors as well as the control and interoperability platform. As is the case in Phase 1, all proposed items are 100% funded thru FY-11 UASI dollars at no expense to the city.

(2) GSA Contract award to Emergency Vehicles, Inc $349,598.00 JCFD ESU CBRNE Response.
GSA Contract award to Emergency Vehicles, Inc $150,402.00 JCFD CBRNE/Tactical Comm.

On December 14, 2011 the Jersey City Municipal Council approved Resolution 11-825 authorizing the City of Jersey City to accept a grant from the Urban Area Security Initiative (UASI) in the amount of $1,881,500.00.

Inclusive of this grant was the sum of $500,000.00 covering the purchase of four specialized CBRNE/IED Response vehicles for the Jersey City Police and Fire Departments.

- Two CBRNE/IED Emergency Service Response trucks for the JCPD Emergency Services Unit. These two proposed vehicles will replace two ESU Response vehicles one of which was involved in the Hackensack River Bridge tragedy and the second which was destroyed in a fire. These two vehicles will restore and enhance the response capabilities of the JCPD Emergency Services Unit.
- Two IED/CBRNE Tactical Communications vehicles for the Jersey City Fire Department. These two vehicles will be utilized by Command staff at all major incidents providing enhanced communication capabilities for fire ground operations and incident command compliance.

(3) GSA Contract award to Bauer Compressors, Inc $69,247.63 JCPD Dive Team

On April 13, 2011 the Jersey City Municipal council approved Resolution 11-200 authorizing the City of Jersey City to accept a grant from the Port Authority of New York & New Jersey (PANYNJ) on behalf of the U.S. Department of Homeland Security for enhancement of Port Security in the amount of $514,737.00. The purpose of this grant was to enhance capabilities of law enforcement agencies operating within the Port of New York/New Jersey. The Jersey City Police Department Emergency Services Unit under the auspices of the United States Coast Guard assists in patrol, and tactical operations in the waterways of New York and New Jersey.

The JCPD ESU Dive Team participates in underwater rescue and tactical operations upon request. There exists a need to purchase a portable Mobile Air Compressor System for the JCPD ESU Dive Team. This equipment contains a cascade air storage system and an N.F.P.A. compliant two position containment fill station enabling the Scuba Air cylinders to remain fully charged at all times.

Ordinance: Authorizing the City of Jersey City to execute a grant license and right of way entry agreement With Hudson Conduit Services.
This ordinance would facilitate the instillation of fiber optic cable utilizing existing conduit ducts owned by Hudson Conduit Services providing interconnectivity for the final phase of CCTV cameras along the northern terminus of the Hudson River waterfront walkway and exterior cameras of the City Hall security project.

As previously indicated all items in the proposed resolutions and ordinance are 100% funded thru the respective UASI Grants at no expense to the city.

I thank you in advance for your consideration of this matter.

Yours truly,

W. Greg Kierce, Director

cc: Rosemary McFadden, Chief of Staff, Mayors Office
Jack Kelly, Business Administrator
Robert Byrne, City Clerk

GRANT OF LICENSE AND RIGHT-OF-ENTRY AGREEMENT

THIS GRANT OF LICENSE AND RIGHT-OF-ENTRY AGREEMENT (this "Agreement") made as of the Commencement Date (hereinafter defined) by and between HUDSON CONDUIT ASSOCIATES LLC, a New Jersey limited liability company, having an address at 111 Town Square Place, Jersey City, New Jersey 07310 ("Licensor"), and THE CITY OF JERSEY CITY., having an office at _____ ("Licensee").

WITNESSETH:

WHEREAS, Licensee has a right to install certain cameras on the walkway adjacent to the Jersey City waterfront located on _____ (the "Walkway"); and

WHEREAS, in order to install cameras on the Walkway, Licensee needs to run forty-eight strand fiber between the various camera locations and an existing Verizon manhole in the location shown on Schedule A, but lacks conduit to do so; and

WHEREAS, Licensor is the owner of all rights and interests in that certain conduit and related manholes and equipment (collectively, the "Conduit") more particularly described on Schedule A attached hereto and made a part hereof and has the legal right to own and operate the Conduit in its present location and grant to others, as licensee, the non-exclusive right to install innerduct and/or fiber and related equipment and to operate and maintain same in and through the Conduit; and

WHEREAS, Licensee now desires to obtain from Licensor a license (the "License") for the installation of certain property of Licensee (collectively "Licensee's Property") more particularly described on Schedule B annexed hereto and made a part hereof in that portion of the Conduit further described on Schedule C (the "Licensed Area") and the use of such portion of the Conduit for the operation and maintenance of Licensee's Property; and

WHEREAS, the Licensed Area is divided into two areas, as each is further described in Section 2 of this Agreement, as the "Exclusive Area" and the "Non-Exclusive Area", respectively; and

WHEREAS, Licensor is willing to grant to Licensee the License and Licensee is willing to accept the License on all of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereto agree as follows:

1. TERM OF THIS AGREEMENT; EFFECTIVE DATE OF THIS AGREEMENT:

The term of this Agreement (the "Term") shall commence on April 17, 2012 (the "Commencement Date") and shall end on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated in accordance with the terms of this Agreement.

2. PERMITTED USE:

Licensee shall have the right to install, operate and maintain Licensee's Property in [INSERT NUMBER OF CONDUITS AND SIZE OF CONDUIT] designated as "Licensee's Conduit" on Schedule C ("Licensee's Conduit"). Licensee's Conduit is part of a larger installation of conduits owned by Licensor. Licensee's forty-eight strand fiber will enter the Conduit through the manhole located at _____ and will extend _____ to the Walkway. The path of Licensee's Conduit is shown on Schedule C. Licensee's Conduit is for the exclusive use of Licensee and is sometimes referred to herein as the "Exclusive Area". All other portions of the Licensed Area (the "Non-Exclusive Areas") are for the non-exclusive use of Licensee solely for the purpose of accessing the Exclusive Area. Licensee's use of the Exclusive Area and the Non-Exclusive Area are subject to the terms of this Agreement.

3. FEES:

(a) Licensee shall pay Licensor Fifteen Thousand Dollars and 00/100 ($15,000.00) as a one time access fee upon the execution of this Agreement (the "Access Fee"). Licensee shall not be required to pay any additional recurring license fee during the Term of this Agreement for the reservation and use by Licensee of the License.

(b) All other amounts payable by Licensee under this Agreement, regardless of the nature or designation of such amounts (except for Late Charges), shall constitute additional license fees hereunder (collectively, the "Additional License Fees").

(c) If any Additional License Fee is not paid when due, Licensee shall pay to Licensor a late charge of one and one half (1.5%) percent per month on the amount which was due and owing and not timely paid, or the maximum rate permitted by Legal Requirements, whichever is less (such lesser amount is called the "Late Charges"), on any unpaid amount for each calendar month or fraction thereof that any payment thereof to Licensor is in arrears from the due date to the date of payment. Notwithstanding the payment by Licensee of any Late Charges, non-payment by Licensee of Additional License Fees or any other sums, fees or costs to be paid by Licensee hereunder shall constitute a default of this Agreement as set forth in Section 12 hereof.

4. INSURANCE; INDEMNITY AND NON-LIABILITY:

(a) Licensee shall, at Licensee's sole cost and expense, obtain and keep in full force and effect during the Term and any additional period of time as may be required by Licensor to fully comply with and discharge all of the terms, covenants and conditions of this Agreement, the following insurance coverage described on Schedule D hereto.

(b) All insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed to do business in the State of New Jersey, and rated in Best's Insurance Guide or any successor thereto (or if there be none, an equivalent organization having a national reputation) as having a general policyholder rating of "A-" and either (x) a financial rating of at least "VIII", or (y) a policy holder surplus of at least Fifty Million and 00/100 ($50,000,000.00) Dollars. Licensee shall have the right to provide the insurance which is required hereunder as part of so called "blanket insurance policies" which insure other properties of Licensee, provided such policies by endorsement allocate to the Licensed Area or the Licensee's Property, whichever is applicable, the specific limits of coverage herein required for all insureds and/or additional insureds required to be named hereunder. All insurance against property damage shall include waivers of subrogation in favor of Licensor, Newport Associates Development Company, Lefrak NOC I Land Owners Limited Partnership, and their respective successors and assigns (collectively, the "Grantor Parties") and all other persons required to be named as additional insureds hereunder.

(c) Failure by Licensee to secure and maintain adequate coverage shall not obligate Licensor or their affiliates and/or their respective partners, members, officers, directors, shareholders, or its agents or employees for any losses as to Licensee.

(c) Licensee agrees that, except with respect to the workers' compensation insurance described above, Licensor and the Grantor Parties shall be designated as additional insureds and the beneficiaries of the indemnification furnished by the Licensee hereunder, and that each policy of insurance shall contain a provision that no act or omission of Licensee shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

(d) Notwithstanding any such insurance coverage and/or the limits of insurance as specified in this Agreement, Licensee shall and does hereby indemnify Licensor, the Grantor Parties, their mortgagees and their respective affiliates and their respective partners, directors, officers, shareholders, members, servants, representatives and agents (collectively, the "Indemnified Parties"), and shall

and does hold all Indemnified Parties harmless from and against all claims, including, but not limited to, those asserted by any Legal Authority, and all expenses, damages, loss or liability (including statutory liability), and including, but not limited to, all reasonable attorneys' fees, court costs and witness fees, resulting or arising from or in connection with: (1) any of the risks or matters for which Licensee is to be responsible and/or provide indemnification to the Indemnified Parties, which are referred to in this Agreement; or (2) any accident, injury and/or death to any person or damage to or loss of any property, whatsoever, occurring in and/or arising out of (a) any use of the Licensed Area, the Conduit, the areas in, on, under, or about the rights of ways, easements, license areas or other areas, regardless of the type of interest Licensor has therein, in each case, in or under which the Conduit is located (collectively, the property affected by such rights of way, easements, license areas or other areas is referred to as the "Conduit Easement Area") and/or other areas (collectively, the Licensed Area, Conduit, Conduit Easement Area and other areas are called the "Areas") by Licensee, its agents, employees and/or contractors, and/or (b) arising out of, in connection with, the use, operation, conduct or management of the activities of Licensee and its agents, employees and contractors, and/or, (c) in connection with or regarding the installation, use, operation, maintenance, repair and/or replacement of Licensee's Property, except, in each case, with respect to any Indemnified Party, to the extent caused by the gross negligence or willful misconduct of such Indemnified Party; or (3) any condition created on, in, under or about the Areas, by Licensee or its agents, employees or contractors; or (4) any act, omission or negligence of Licensee or any of its agents, employees or contractors or its or their respective partners, members, directors, officers, agents, servants, employees; or (5) any breach or default by Licensee in the full and prompt payment and performance of Licensee's obligations hereunder. Such indemnification shall operate whether or not Licensee has placed and maintained the insurance as specified and whether or not, such insurance having been placed and maintained, proceeds from such insurance shall be received from any or all of the insurance companies. Licensor will not carry insurance of any kind covering Licensee's Property.

(e) Licensee shall not do or permit any act or thing to be done in on or under the Areas that may subject any of the Indemnified Parties to any liability or responsibility for injury or damage to any persons or property, or to any liability by reason of any violation of law or of any Legal Requirement of any Legal Authority or otherwise, but shall fully protect the Indemnified Parties against any such liability.

(f) None of the Indemnified Parties shall be liable to Licensee for any loss, injury or damage to Licensee or its employees, agents or contractors or to any other person at or within the Areas or to its or their property, any inability to use, or the loss of the use of, all or any portion(s) of the Areas for any reason, including

but not limited to, acts of God, inclement weather, strikes or other "Force Majeure" circumstances (as defined below) (except, however, subject to the waiver of subrogation required to be obtained by Licensee for its benefit, any Indemnified Party shall not be released to the extent such loss, injury or damage is caused by such Indemnified Party's gross negligence or willful misconduct), and in no event will any of the Indemnified Parties be liable to a Licensee for any punitive or consequential damages arising from any of the foregoing or from any other cause whatsoever arising out of, related to or in connection with this License, the Licensed Area, the Conduit, Licensee's Property or the use and/or occupancy of the Areas. Licensee hereby agrees that it and its respective employees, agents and contractors have assumed all risk of entry upon the Areas and the installation, use, operation, maintenance, repair and/or replacement of Licensee's Property thereat and therein. The term "Force Majeure", as used in this Agreement, shall mean and include natural disasters, acts of God, fire, flood, strike or labor troubles or by any other cause whatsoever beyond Licensor's reasonable control, including but not limited to, laws, government preemption in connection with a national emergency or by reason of any Legal Requirements of any Legal Authority or by reason of the conditions of supply and demand which have been or are affected by war or other emergency (including, without limitation, terrorist action).

(g) Anything to the contrary contained herein notwithstanding, Licensee may, in lieu of maintaining liability or casualty insurance, self-insure and assume the risks of, and shall pay from its general assets the cost of or related to, all casualty which is the responsibility of Licensee hereunder and with respect to which Licensee has self-insured, all liability claims that may be asserted against Licensee and all liability claims which may be asserted against Licensor for which Licensee is responsible pursuant to this Agreement and with respect to which Licensee has self-insured, in lieu of obtaining and maintaining insurance as provided herein. As a self-insurer, Licensee shall be responsible for any and all obligations of Licensee to indemnify and hold Licensor harmless from and against any matters as provided for in this Agreement or which otherwise would have been included within the coverage of any insurance policy required by Licensee to be obtained under any provision of this Agreement. Further, Licensee, if it elects to so self-insure, hereby waives any right of subrogation against Licensor with respect to any losses that would have been payable under policies of insurance to be obtained by Licensee under this Agreement, if they had been obtained, with the same force and effect as if Licensee had obtained each such policy and obtained the waiver of subrogation in accordance with the provisions of this Agreement.

5. MAINTENANCE; REPAIRS; REPLACEMENT; INSPECTION; DAMAGE TO AND RESTORATION OF THE CONDUIT AND LICENSEE'S PROPERTY:

(a) CONDUIT: Licensor shall maintain, repair and replace the Conduit as

necessary. The cost of such maintenance, repairs and replacement shall be allocated pro rata based on the number of conduit ducts and/or portions thereof licensed or available for license, provided however, that Licensee shall pay the entire cost of any maintenance, repair or replacement that is necessary as a result of the acts or omissions of Licensee, its agents, employees, or contractors. Any maintenance, repair and/or replacement costs incurred by Licensor and payable by Licensee shall be billed to Licensee by Licensor and shall be paid by Licensee to Licensor within thirty (30) days. Any payment not made within such thirty (30) day period shall be subject to Late Charges.

(b) LICENSEE'S PROPERTY:

(i) If any inspection, repair, alteration, improvement, maintenance, removal or replacement is required by Licensee to be made with respect to the Licensee's Property (collectively, the "Repair"), Licensee shall make or perform the Repairs at Licensee's sole cost and expense, in a good and workmanlike manner, in accordance with the National Electrical Safety Code, the National Electrical Code, applicable industry standards, applicable third party requirements, and all Legal Requirements of Legal Authorities as the same may hereafter be modified and amended from time to time, and such Repair shall be made by Licensee or its contractors using due diligence. Licensee shall maintain, keep in good working order and Repair the Licensee's Property, at Licensee's sole cost and expense.

(ii) Notwithstanding the foregoing, if a Repair or "Removal and Restoration" (as hereinafter defined) is due to negligent or defective Removal or Restoration by Licensor or its affiliates, or their contractors, in such event Licensor shall be responsible for the cost and expense of the Repair.

(iii) Licensee's Property shall remain the personal property of Licensee and shall at all times during and after the Term belong to Licensee and may be removed by Licensee in accordance with the terms hereof.

(c) LICENSEE'S ACCESS:

(i) Licensee hereby acknowledges and agrees that all desired access by Licensee or Licensee's employees, agents or contractors to the Areas shall be nonexclusive and in common with others, and that Licensee shall have non-exclusive access to Licensee's Property through the manholes located within the Non-Exclusive Area of the Licensed Area **[Manhole __ and Manhole __ located within the Non-Exclusive Area of the Licensed Area]** as necessary for proper Repair of the Licensee's Property, provided, however, that such non-exclusive access

shall be coordinated with Licensor so that Licensee, and its employees, agents and contractors do not interfere with the use and operation of the Areas; it being agreed and understood that Licensor shall have the right to: (x) reasonably prescribe the times when such access shall be afforded Licensee, all to the intent and purposes that the Areas shall not be disturbed or interfered with; and (y) impose reasonable supervision and control over Licensee and its employees, agents and contractors, and its and their respective activities in the Areas, in order to safeguard the security thereof and the safety of the users thereof.

(ii) Prior to commencing any Repair with respect to the Licensee's Property, Licensee shall notify Licensor of such Repair and Licensor or one of its affiliates shall, at Licensee's request, remove the surface and improvements, if any, from the Licensed Area as shall be reasonably necessary for Licensee to have such access to the Licensee's Property thereof and thereafter restore the Licensed Area to its normal condition (respectively, "Removal" or Restoration" and collectively, "Removal and Restoration"). Licensee agrees to provide Licensor, prior to commencing (x) any non-emergency work, not less than forty eight (48) hours written notice (which may be given by both fax and email in lieu of other methods of delivery) of the proposed entry, and (y) any emergency work, such notice as is reasonable under the circumstances, although at a minimum, Licensee shall advise Licensor (by both fax and email) at such time as Licensee's personnel are dispatched to the Licensed Area to perform such emergency work.

(iii) Licensee agrees that Licensor may provide its supervisory personnel for any entry by Licensee, its agents, employees or contractors onto the Licensed Area as may be reasonably necessary in order to insure that Licensee, its agents, employees and contractors comply with the provisions of this Agreement. Licensee shall reimburse Licensor for the reasonable costs of providing such supervisory personnel within thirty (30) days after Licensor bills Licensee therefore. Any payment not made within such thirty (30) day period shall be subject to Late Charges.

(iv) Licensee hereby acknowledges and agrees that all desired access by Licensee or Licensee's employees, agents or contractors to the Licensee's Property through the Non-Exclusive Area and the Conduit shall be nonexclusive and in common with others, provided, however, Licensee shall be entitled to exclusive use and enjoyment of Licensee's Property located within the Exclusive Area.

(v) Licensee agrees that any access by Licensee, and its contractors for Repairs shall be subject to the provisions of Section 5(c). Without limiting Licensor's other rights or remedies, Licensor may require

Licensee and its contractor to cease such Repairs and Licensor may thereupon restore the Licensed Area to normal condition; and Licensee hereby authorizes and directs its contractors to accept and be bound by any direction given to such contractors to cease work in accordance with the provisions of this sentence.

(d) REMOVAL OF LICENSEE'S PROPERTY BY LICENSEE: Licensee shall not remove any of Licensee's Property from the Licensed Area without the prior written authorization of Licensor. Licensee will provide Licensor with written notification not less than fifteen (15) days before Licensee wishes to remove any of Licensee's Property from the Licensed Area. Before authorizing the removal of Licensee's Property, Licensor will verify (i) that the removal date in question will not interfere with any other activities in the Areas, whether by Licensor or other licensees and that Licensor has personnel available on such date to supervise such removal, and (ii) that Licensee is current in its payment of any Additional License Fees, Late Charges and other sums and charges hereunder to the proposed removal date and Licensor shall not be obligated to provide authorization for removal until such time as all Additional License Fees, Late Charges and other sums and charges hereunder are current and such date is acceptable to Licensor or for a date when interference would not occur. Once Licensor authorizes the removal of Licensee's Property from the Licensed Area (either on the date requested by Licensee, or, if such date is not acceptable to Licensor due to non-payment and with interference issues, on the alternative date that is selected by Licensor by Licensor's notice to Licensee), Licensee will remove such Licensee's Property therefrom in accordance with the provisions of this Agreement.

(e) ABANDONMENT OF LICENSEE'S PROPERTY: Subject to the provisions of Section 5(d) above, Licensee shall remove Licensee's Property from the Licensed Area within thirty (30) days following the expiration or sooner termination of this Agreement (the "Removal Period"). If Licensee fails (x) to remove Licensee's Property or (y) to pay Holdover Fees in accordance with the terms of Section 17 hereof, within ten (10) days after the expiration of the Removal Period (and, in the case of the payment of Holdover Fees, to continue to pay same each and every month of the holdover in the amount and at the times required by this Agreement until the holdover ends by the removal of Licensee's Property from the Licensed Area or court order terminating such holdover), Licensee's Property shall be conclusively deemed abandoned and upon such abandonment Licensor shall have the right, without any notice to Licensee, to sell or otherwise dispose of the same, at the expense of Licensee, and shall not be accountable to Licensee for any part of its equipment and component parts whether or not located in, on or under the Licensed Area and/or the proceeds of such sale, if any. The term "dispose", as used in this Agreement, shall include, without limitation, the right to deliver or cause the delivery of such property to a waste disposal facility and to sell, lease or otherwise transfer such property. Licensor, at Licensor's election, may also have Licensee's Property stored at Licensee's risk and expense in which event Licensee,

notwithstanding the expiration or termination of this Agreement or the surrender of the Licensed Area, shall be liable to Licensor for reasonable costs incurred by Licensor in removing and storing Licensee's Property. The provisions of this subparagraph, shall be considered an express agreement in lieu of the provisions of N.J.S.A. 2A:18-72 et seq. and shall in all cases govern Licensee's right to dispose of any equipment materials or component parts, including, but not limited to Licensee's Property, left in the Licensed Area or elsewhere in, on or under the Licensed Area.

6. APPROVALS, PERMITS AND LICENSES: Licensee shall be solely responsible for obtaining and maintaining, in full force and effect during the Term and any additional period of time as may be required by Licensee to fully comply with and discharge all of the terms, covenants and conditions of this Agreement, all approvals, licenses and permits required by any legal, federal, state, county or local government or any agency or instrumentality thereof having jurisdiction (each, a "Legal Authority" and collectively, the "Legal Authorities") for the Repair of the Licensee's Property (collectively, the Authorizations"). Licensor shall, without cost or obligation, cooperate with Licensee in the obtaining any such Authorizations. Licensee shall provide Licensor with a copy of each Authorization to be obtained by Licensee, when issued, but in no event later than the installation of the Licensee's Property in the Area.

7. COMPLIANCE WITH LAWS AND LEGAL REQUIREMENTS: Licensee shall be responsible to comply with all governmental laws and requirements, including but not limited to, all federal, state, city and county environmental laws, orders, directives and the like of all Legal Authorities (collectively the "Legal Requirements") regarding Licensee's use of and operations in the Areas, and shall hold harmless all Indemnified Parties from any compliance therewith.

8. NO INTERFERENCE: LICENSEE SHALL NOT INTERFERE WITH THE USE AND OPERATION OF THE CONDUIT OR THE CONDUIT EASEMENT AREA OR ANY OTHER AREAS OR THE OPERATIONS OF LICENSOR OR ANY OTHER LICENSEE.

9. NO JOINT VENTURE: Licensee and Licensor agree that nothing in this Agreement shall be construed or deemed, in any way, to establish or create the relationship of "partner" or "venturer" or member between Licensor and its affiliates and Licensee with regard to the use of, and the presentation, management, operation and/or Repair of Licensee's Property in the Licensed Area and any other Area. Licensee agrees to hold Licensor and all Indemnified Parties harmless from and against any or all fees, costs, expenses, damages, liabilities, lawsuits and the like, including, without limitation, reasonable attorneys' fees, court costs, witnesses' fees and expenses, arising or resulting out, from or in connection with the use by Licensee and its agents, employees and contractors of Licensee's Property and/or the Areas.

10. NO LIENS; LICENSEE SHALL CREATE NO LIENS ON OR WITHIN THE AREAS;

INDEMNIFICATION AND HOLD HARMLESS: Licensee hereby indemnifies and saves harmless Licensor and all Indemnified Parties from and against any liability, loss, cost, damage and expense of every kind and nature, including, without limitation, reasonable attorneys' fees, court costs and disbursements and other expenses incurred by reason of, or arising out of, any and all mechanic's and other liens filed in connection with any Repairs undertaken or performed by Licensee or its contractors, including, without limitation, the liens of any conditional sales, chattel mortgages, title retention agreements, security agreements or financing statements upon any materials, fixtures, or equipment constituting all or a part of Licensee's Property. Licensee shall pay promptly, in cash, the cost of all maintenance, Repairs, replacement and other work performed by or on behalf of Licensee to Licensee's Property or in the Areas. Any mechanic's or other lien filed against the any of the Areas for work claimed to have been performed for, or on behalf of, or materials claimed to have been furnished to Licensee shall be discharged by Licensee by bonding, payment or any other manner acceptable to Licensor, within thirty (30) days after the filing of such lien. If Licensee shall fail to cause any such lien to be discharged within the aforesaid period, then in addition to any other available right or remedy, Licensor may, but shall not be obligated to, discharge same, either by paying the amount claimed to be due, by deposit, bonding proceedings or otherwise, and in such event, Licensor shall be entitled, if it elects, to compel the prosecution of an action for the foreclosure of such lien and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. Any amount so paid, and all costs and expenses so incurred by Licensor in connection therewith, including without limitation, reasonable attorneys' fees, court costs and disbursements and other expenses, shall constitute an Additional License Fee hereunder, shall be due ten (10) days after an invoice for same is sent by Licensor to Licensee and shall be subject to Late Charges if not paid by the due date thereof.

11. LABOR: All labor used by Licensee or any of Licensee's agents or contractors in connection with any installation or Repairs shall be compatible and harmonious with then existing labor in the portion of the Conduit Easement Area affected thereby, and the remainder of the Newport development. In the event of any labor conflicts between existing labor and Licensee's laborers, Licensee shall remove or cause its laborers to leave the Conduit Easement Area and the remainder of the Newport development.

12. EVENTS OF DEFAULT; TERMINATION OF THIS AGREEMENT; REMEDIES: Each of the following shall constitute an event of default by Licensee (each, an "Event of Default") under this Agreement:

(a) the failure by Licensee to timely make any payment, including the payment of any Additional License Fee or Late Charges, when due under this Agreement and the continuation of such failure for five (5) days after written notice to Licensee;

(b) the failure by Licensee to maintain in effect the insurance coverages required under this Agreement and/or the failure to deliver the certificates evidencing

such insurance coverage when required hereunder;

(c) any other breach of this Agreement that constitutes a violation of Legal Requirements and its continuation for more than the lesser of fifteen (15) days after notice by Licensor to Licensee or, if a notice of violation (or similar notice) has been issued by such Legal Authority, the period of time provided by the applicable Legal Authority for the cure of such violation without penalty, fine or enforcement action;

(d) any other breach of this Agreement and its continuation for more than ten (10) days after notice by Licensor to Licensee; and

(e) a default by Licensee under the Aqua Access Agreement which is continuing beyond the expiration of any applicable notice and/or cure period.

If an Event of Default by Licensee occurs hereunder, or if the License Agreement shall be terminated or shall no longer be in full force and effect, for any reason, Licensor shall have the immediate right, at its sole discretion, to terminate this Agreement, revoke the license granted hereunder to Licensee and prevent any and all access any Area and Licensee's Property. Licensor shall also have the right (whether or not Licensor elects to terminate this Agreement) to institute suit, in law or in equity, against Licensee for any Event of Default by Licensee under this Agreement, and to collect damages arising therefrom, including, without limitation, attorneys' fees, court costs and witnesses' fees and expenses. Licensor shall also be entitled to retain the full amount of the Access Fee and Additional License Fees which have theretofore been paid to Licensor, as liquidated damages for such default or breach of this Agreement, and not as a penalty.

13. NOTICES: Any notice, statement, demand, consent, approval or other communication required or permitted to be given rendered or made by either party to other pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given, rendered or made only if (a) hand delivered, (b) delivered by any nationally recognized over-night delivery service or sent by United States registered, or (c) certified mail, return receipt requested addressed to the other party at the following address:

As to Licensee: _____
_____
_____
Attention: _____
Fax:
E-Mail:

with a copy to:

As to Licensor: Hudson Conduit Associates LLC

100 Town Square Place, Sixth Floor
Jersey City, New Jersey 07310
Attn: Contract Administrator
Fax:
E-Mail:

with a copy to: Hudson Conduit Associates LLC
40 West 57th Street, 23rd Floor
New York, New York 10019
Attn: Arnold Lehman, Esq.,
Fax: 212-708-6681
E-Mail: alehman@40wlegal.com

Any such notice shall be deemed to have been given, rendered or made on the date received, if delivered by hand, or the second (2nd) day after the date so mailed by registered or certified mail, unless mailed outside the State of New Jersey in which case its shall be deemed to have been given, rendered or made on the third (3rd) "Business Day" after the date so mailed. Notwithstanding the above, notices relating to requested access under Section 5(d) shall be given by both fax and email without the necessity of giving such notice by any other method as further provided in Section 5(d). Either party may, by notice as aforesaid, designate a different address or addressee for notices, statements, demands, consents, approvals or other communications intended for it. Any notice from Licensor may be sent or delivered by its attorneys.

For purposes of this Agreement, the term "Business Days" shall mean all days except Saturdays, Sundays and those days designated as legal holidays by the Federal Government or by the State of New Jersey.

14. NON-ASSIGNMENT OF THIS AGREEMENT: Licensee may not assign its interest in this Agreement or the grant herein of the license to any person or entity, or permit the use by or the underlicensing to any person or entity of any portion of the Licensed Area or Licensee's Property or any other area without Licensor's prior written consent, which consent may be withheld or granted by Licensor in Licensor's sole and absolute discretion. Notwithstanding the foregoing, Licensor acknowledges and agrees that Millennium Communications may, subject to receipt by Licensor of evidence of proper insurance, perform the installation of Licensee's Property in Licensee's Conduit on behalf of Licensee.

15. NO BROKER, FINDER OR AGENT: Each party warrants and represents to the other that it has not dealt with any broker, finder or agent in connection with this Agreement, the grant by Licensor to Licensee of the license hereunder and each party agrees to indemnify and hold harmless the other, and in the case of Licensee, all of the Indemnified Parties from any breach of the aforesaid warranty and representation, including, but not limited to, reimbursement of any fees, costs, expenses and liabilities

incurred by any of the Indemnified Parties, including attorneys' fees, court costs and witnesses' fees and expenses, resulting from such breach.

16. HOLDOVER:

(a) Licensee acknowledges that its use, occupancy and possession of the Licensed Area and all Areas, and Licensee's Property therein must be surrendered to Licensor on the expiration date of the Term in the condition required hereunder, and acknowledges, recognizes and agrees that the damages to Licensor resulting from Licensee's failure to timely surrender its use, occupancy and possession of the Licensed Area and Licensee's Property therein on the expiration date or sooner termination of the Term as aforesaid, will be substantial and will be impossible to accurately measure. Licensee therefore agrees that if (x) its use, occupancy and possession of the Licensed Area is not surrendered to Licensor within thirty (30) days after expiration or sooner termination of the Term in full compliance with the terms of this Agreement, and (y) Licensee or any permitted assignee or licensee of Licensee fails to remove Licensee's Property from the Licensed Area and continues to use and/or occupy the Licensed Area for any reason after the expiration or termination of the Term, then in addition to any and all other rights or remedies Licensor may have hereunder or in law or equity, and without in any manner limiting Licensor's right to demonstrate or collect damages (other than the damages for which these liquidated damages are intended to compensate) resulting from Licensee's breach of this provision, Licensee shall pay monthly holdover fees ("Holdover Fees") for each month of such holdover $1,000. The parties agree that such amount is a reasonable forecast of just compensation for the damage to Licensor that will result from such failure to timely surrender use, occupancy and possession of the Licensed Area and the parties further agree that the damage to Licensor that will result from such failure is one that is incapable or very difficult to estimate, and that the aforesaid amount is specifically acknowledged and agreed to be fair and reasonable, and not a penalty.

(b) Nothing herein contained shall be deemed to permit Licensee to retain use occupancy enjoyment or possession of the Licensed Area and/or any Area, or to fail to remove Licensee's Property after the expiration date of the Term and no acceptance by Licensor of payments from Licensee after the expiration date shall be deemed to be other than an account of the amount to be paid by Licensee in accordance with the provisions of this Section. The acceptance of any monies paid by Licensee pursuant to this Section, shall not preclude Licensor from commencing and prosecuting a holdover or summary eviction proceeding or other legal proceeding against Licensee.

(c) It is further stipulated and agreed that if Licensor shall, at any time after the expiration date of the Term proceed to remove Licensee from the Licensed Area as a holdover, the monthly fee for the use and occupancy of the Licensed Area during any holdover period shall be the Holdover Fee. Licensee expressly waives for itself and for any person claiming by through or under Licensee any rights which Licensee or any

such person may have under the provisions of any law, ordinance or regulation of any Legal Authority then in force permitting or mandating the issuance of a "stay" in connection with any holdover summary proceedings which Licensor may institute to enforce the foregoing provisions of this Section.

(d) If Licensee shall holdover or remain in use, occupancy possession of any portion of the Licensed Area and/or any Area or fail to remove Licensee's Property beyond the expiration date of the Term, Licensee shall be subject not only to summary proceedings and all damages related thereto as provided in (a) above, but Licensee shall also be liable to Licensor for all damages (other than damages solely for the continued use of the Licensed Area, which are compensated to Licensor by the payment of the liquidated damages set forth above) that Licensor suffers because of any holding over by Licensee and Licensee shall indemnify and hold harmless Licensor from and against all claims, fees, costs expenses and damages incurred by Licensor. including but not limited to claims made by any other Licensee or prospective Licensee against Licensor resulting from delay by Licensor in delivering possession of the Licensed Area or any other Area (including, without limitation, attorney's fees, court costs and disbursements) resulting from Licensee's delay in surrendering the Licensed Area or any other Area and Licensee's Property in accordance herewith, including, without limitation, any losses and damages arising out of any lost opportunities (and/or any licensing arrangements), including, but not limited to, claims by, or damages, to, any succeeding licensee.

17. NON-WAIVER: Either party's failure to enforce any part of this Agreement shall not prevent that party from enforcing this Agreement or any part of it as to any later violations.

18. SURVIVAL: If any part of this Agreement is contrary to law, the rest of this Agreement shall remain valid and in full force and effect.

19. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Jersey, without giving effect to principles of conflicts of law.

20. LEGAL AUTHORITY; BINDING EFFECT: Each party hereby represents to the other that the individual executing this Agreement on behalf of such party has the full legal authority to execute this Agreement on behalf of such party and to bind such party. Further, each party represents that all requisite corporate approvals and consents, including Board of Directors resolutions (if required) authorizing the transaction set forth herein, have been duly adopted and effectuated and are presently in full force and effect. Upon execution of this Agreement by the authorized signatories of each of Licensor and Licensee, respectively, and the compliance by each party of all conditions precedent as set forth in this Agreement, the grant of the license hereunder shall be deemed in full force and effect and binding upon each party and all parties who shall succeed to the rights and interests of each party hereunder.

21. FULL AGREEMENT: The parties have read and understand the contents of this Agreement. It contains their full agreement and covers all agreements among the parties related to the subject matter of this Agreement. It may not be modified, amended or otherwise changed, except in writing signed by Licensor and Licensee.

22. ESTOPPEL CERTIFICATE: Licensor and Licensee agree to provide the other party or its or their respective designees within thirty (30) days after request, with an estoppel certificate concerning the status of this Agreement and any known claims or defaults under this Agreement.

23. LICENSE ONLY: This Agreement is a license agreement only, and shall at no time be considered a lease, or a sublease, or grant to Licensee any interest in, or other use or occupancy of any Area or any other premises or space in, on or under the Conduit and/or or the Conduit Easement Area.

24. NO REPRESENTATIONS: Each party expressly acknowledges and agrees that the other party has not made and is not making, and each party, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Agreement or in any other written agreement(s) which may be made between the parties concurrently with the execution and delivery of this Agreement. All understandings and agreements heretofore had between the parties are merged in this Agreement, and any other written agreement(s) made concurrently hereof, all of which alone fully and completely express the agreement of the parties as to the subject matter hereof and thereof and which are entered into after full investigation. Neither party has relied upon any statement or representation not embodied in this Agreement or in any other written agreement(s) made concurrently herewith.

25. SUCCESSORS AND ASSIGNS: Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to.

26. SEVERABILITY: If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the extent permitted by law.

27. CAPTIONS, HEADINGS AND TITLES: The captions, headings and titles in this Agreement are solely for convenience of reference and shall not affect its interpretation.

28. AUTHORIZATION; PARTNERSHIPS:

(a) If either party is a corporation, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such corporate party is duly

incorporated or duly qualified, if a foreign corporation, and is authorized to do business in the State of New Jersey; and that each person executing this Agreement on behalf of such corporate party, is an officer of such corporate party, and is duly authorized to execute, acknowledge and deliver this Agreement to the other party. If either party is a partnership, the person executing this Agreement on behalf of such partnership party hereby represents and warrants that such partnership party is a duly formed partnership and is duly qualified or authorized to do business in the State of New Jersey, and such person executing this Agreement on behalf of such partnership party is a general partner of such partnership party, authorized to execute, acknowledge and deliver this Agreement to the other party, and that the undertaking of this Agreement has been duly authorized by such partnership party. If either party is a limited liability company, the person executing this Agreement on behalf of such limited liability company hereby represents and warrants that such limited liability company is duly formed and is duly qualified and authorized to do business in the State of New Jersey, and such person executing this Agreement on behalf of such limited liability company is a member of such limited liability company, that the undertaking of this Agreement has been duly authorized by such limited liability company and that such person is duly authorized to execute, acknowledge and deliver this Agreement to the other party.

(b) If Licensee is a partnership (or is comprised of two (2) or more persons, individually or as co-partners of a partnership) or if Licensee's interest in this Agreement shall be assigned to a partnership (or to two (2) or more persons, individually or as co-partners of a partnership) pursuant to Section 14 (any such partnership and such persons are called, in this Section 28 (b), the "Partnership Licensee"), the following provisions shall apply to such Partnership Licensee: (A) the liability of each of the parties comprising Partnership Licensee shall be joint and several; (B) each of the parties comprising Partnership Licensee hereby consents in advance to, and agrees to be bound by (1) any written instrument which may hereafter be executed, changing, modifying or discharging this Agreement in whole or in part, or surrendering all or any part of the Licensed Area to Licensor, (2) any notices, demands, requests or other communications which hereafter may be given by Partnership Licensee or by any of the parties comprising Partnership Licensee, and (3) any bills, statements, notices, demands, requests, or other communications given or rendered to Partnership Licensee or any of the parties comprising Partnership Licensee; (C) if Partnership Licensee shall admit new partners, all of such new partners shall, by their admission to Partnership Licensee, be deemed to have assumed performance, of all the terms, covenants, and conditions of this Agreement on Licensee's part to be observed and performed; and (D) Partnership Licensee shall give prompt notice to Licensor of the admission of any such new partners, and upon demand by Licensor, shall cause each new partner to execute and deliver to Licensor an agreement, in form and satisfactory to Licensor, wherein each such new partner shall assume performance of all the terms, covenants, and conditions of this Agreement on Licensee's part to be observed and performed (but neither Licensor's failure to request any such agreement nor the failure of any such new partner to execute

or deliver any such agreement to Licensor shall vitiate the provisions of subsections (A), (B), and (C) of this Section).

29. FEES AND COSTS: Licensee shall be responsible for any and all attorneys, expert or investigative fees and costs incurred by Licensor in order to enforce any provision of this Agreement, including, without limitation, all court costs and disbursements, and all fees and costs relating to collection of any Additional License Fees, Late Charges, or other amounts payable hereunder or investigating any proposed assignee of Licensee. Licensee shall also be responsible for all costs incurred by Licensor in reviewing plans submitted by Licensee relating to the installation, maintenance, Repair, replacement, use or operation of Licensee's Property.

30. RELOCATION: In the event that a Legal Authority requires the transfer, rearrangement or relocation of any portion of the Conduit, whether or not the Licensed Area is located in such area, Licensor shall effect such transfer, rearrangement or relocation, and Licensee and each licensee including license, of any portion of the Conduit shall pay its pro rata share of such costs.

31. PROPRIETARY AND CONFIDENTIAL INFORMATION. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AND ALL INFORMATION PROVIDED BY THE OTHER IN ANY FORM SHALL BE CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION (HEREINAFTER "PROPRIETARY INFORMATION"), AND EACH PARTY AGREES THAT IT WILL NOT, DURING OR AFTER THE TERM OF THIS AGREEMENT, DUPLICATE, USE OR DISCLOSE, OR PERMIT THE DUPLICATION, USE OR DISCLOSURE OF ANY PROPRIETARY INFORMATION BY OR TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF THE PARTIES UNLESS (1) THE EXPRESS WRITTEN CONSENT OF THE OTHER PARTY IS OBTAINED PRIOR TO ANY DUPLICATION, USE OR DISCLOSURE; (II) ANY SUCH PROPRIETARY INFORMATION IS A MATTER OF PUBLIC KNOWLEDGE OR REQUIRED BY COURT ORDER, ADMINISTRATIVE ORDER OR DIRECTIVE OR OTHER LEGAL REQUIREMENT; (III) ANY SUCH PROPRIETARY INFORMATION IS PREVIOUSLY AND LAWFULLY KNOWN TO THE PARTY PRIOR TO DISCLOSURE; (IV) ANY SUCH PROPRIETARY INFORMATION WAS OBTAINED BY A THIRD PARTY WHO ITSELF IS LAWFULLY IN POSSESSION OF SUCH PROPRIETARY INFORMATION AND IS NOT SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING, LICENSEE AND LICENSOR ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE MADE AVAILABLE TO THE PUBLIC THROUGH THE CITY OF JERSEY CITY APPROVAL PROCESS AND SUCH DISCLOSURE SHALL NOT BE A BREACH OF THIS SECTION 31.

IN WITNESS WHEREOF Licensor and Licensee have executed this Agreement this ___ day of _____, 2012.

LICENSOR:

HUDSON CONDUIT ASSOCIATES LLC

BY: JL Telecom Corp., its manager

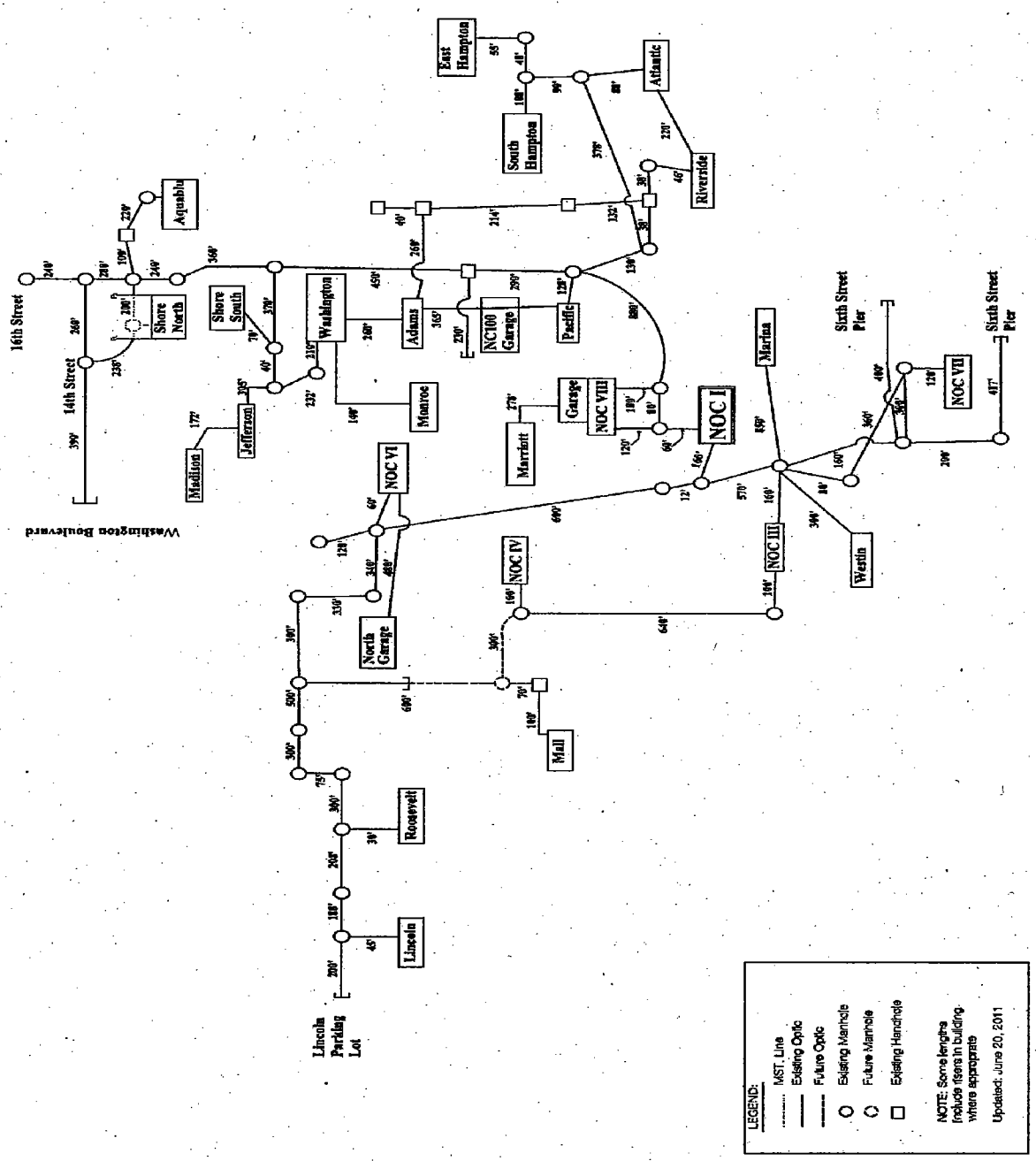
_____
By:
Title:

LICENSEE:

THE CITY OF JERSEY CITY

_____
By:
Title:

SCHEDULE A


16th Street
14th Street
Washington Boulevard
Aquablu
Shore North
Shore South
Madison
Jefferson
Washington
Adams
Monroe
NC100 Garage
Pacific
East Hampton
South Hampton
Atlantic
Riverside
Garage
NOC VIII
NOC I
Marriott
Marina
Sixth Street Pier
NOC VII
Westin
NOC III
NOC IV
NOC VI
North Garage
Mall
Roosevelt
Lincoln
Lincoln Parking Lot
LEGEND:
MST. Line
Existing Optic
Future Optic
Existing Manhole
Future Manhole
Existing Handhole
NOTE: Some lengths include risers in building where appropriate
Updated: June 20, 2011

SCHEDULE B

DESCRIPTION OF THE LICENSEE'S PROPERTY

48 strand fiber

SCHEDULE C

LICENSED AREA; LICENSEE'S CONDUITS AND PATHWAYS OF LICENSEE'S CONDUITS

SCHEDULE D

INSURANCE REQUIREMENTS

Licensee assumes the liability for damage to Licensee's Property regardless of the cause thereof. Except as otherwise provided herein, Licensee expressly waives and releases Licensor from all claims against Licensor and agrees to hold Licensor harmless for any loss resulting from damage or loss to Licensee's Property and/or equipment of any invitee, subsidiary or affiliate of Licensee, vendor or contractor in, upon or about the Licensed Area regardless of the cause.

Licensee shall secure, pay for and maintain, at its own expense, the following insurance policies in full force and effect during the term of the agreement:

(A) Property Insurance: Replacement cost insurance on Licensee's Property and Business Interruption/Extra Expense in sufficient amounts against damage caused by Fire and all other perils covered by a standard All Risk Insurance Policy. Licensee agrees to waive its right of subrogation against Licensor and shall obtain a waiver from its insurance company releasing the carrier's subrogation rights against Licensor.

(B) Workers Compensation affording coverage under the Workers Compensation laws of the State of New Jersey and Employers Liability coverage subject to a limit of no less than $500,000 each employee, $500,000 each accident and $500,000 policy limit.

(C) Commercial General Liability Insurance for limits of 1,000,000 per occurrence Bodily Injury and Property Damage, 1,000,000 per occurrence Personal & Advertising Injury, 1,000,000 Products Liability and Completed Operations, 1,000,000 Fire Damage Legal Liability and 2,000,000 General Aggregate limit per location. The policy shall be written on an occurrence basis subject to no deductible.

Policy shall be endorsed to name Licensor as "additional insured" using form CG2026 or its equivalent. Definition of Additional Insured shall include all Partners, Officers, Directors, Employees, agents and representatives of the named entity including its managing agent. Further, coverage for "additional insured" shall apply on a primary basis to any insurance carried by Licensor, whether collectible or not.

(D) Umbrella Liability Insurance for the total limit purchased by the Licensee but not less than a $5,000,000 limit providing excess coverage over all limits and coverage noted in paragraphs (B) and (C) above. This policy shall be written on an "occurrence" basis.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New Jersey and rated no lower than A10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

(E) Evidence (Notices) of Compliance

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Licensor shall receive 30 days written notice thereof.

Licensee shall furnish Licensor with Certificates of Insurance and upon Licensor's request, complete copies of all policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above no later than (5) days prior to the inception of the lease; and (5) days prior to the expiration or anniversary of the respective policy terms.

All Certificates or policy termination notices should be delivered to Gail Hoyt at her address of 97-77 Queens Boulevard, 10th Floor, Rego Park, New York 11374.

(F) Indemnification/Hold Harmless

The Licensee shall, to the fullest extent permitted by law, defend, indemnify and hold Licensor its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss, (including attorney's fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract in connection with the operations of the Licensee arising from or in connection with the possession, use, occupancy, management, repair, maintenance or control of the Licensed Area or any portion thereof; or arising from or in connection with any work done by or on behalf of Licensee. The foregoing indemnity shall include injury or death of any employee of the Licensee, its invitees, contractors and subcontractors and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. Licensees Liability under this indemnification shall not be limited to required limits in paragraphs B, C & D above.

(G) Licensee Improvements

Licensee shall cause its Contractors and Subcontractors to secure and keep in effect during the performance of any work at or about the Licensed Area at Contractor's sole cost and expense the following coverage:

Property insurance upon tools, material, equipment and supplies, whether owned, leased or borrowed by the Contractor or its employees to the full replacement cost for all causes of loss included within "all risk" perils. Policy shall allow for a waiver of subrogation against Licensor.

Workers Compensation affording coverage under the laws of the State of New Jersey and Employers Liability coverage subject to a limit of no less than $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit.

Commercial General Liability, including contractual liability covering any indemnification obligations on an occurrence form with combined bodily injury and property damage limits of not less than $5 Million per occurrence, $5 Million per project general aggregate and $5

Million Products liability and Completed Operations. Products and Completed Operations coverage shall extend for three years beyond completion of the work. Policy shall not contain exclusions relating to (a) independent contractors (b) gravity related injuries (c) injuries sustained by an employee of an insured or any insured. Such insurance shall be primary, notwithstanding any insurance carried by Licensor or Licensee. Policy shall name Licensor as additional insured utilizing both forms CG2010 and CG2037 or their equivalents.

All such insurance shall be maintained with insurance companies licensed in New Jersey with an AM Bests rating of not less than A- VIII. Said policies shall contain a provision that coverage may not be canceled, non-renewed or materially changed without at least 30 days prior written notice to Licensor.

Contractor shall not begin work until it has furnished Certificates of Insurance to Licensor on Accord Form 25 evidencing all terms noted above.

City Clerk File No. Ord. 12-031

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 12-031

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) REPEALING THE NO PARKING 7:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY ON THE NORTH SIDE OF MAGNOLIA AVENUE FROM BALDWIN AVENUE TO A 123 FEET WEST**

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

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

Section 332-24 PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Magnolia Av	[*North*	*M - F*	*7:00 a.m. to* [*4:00 p.m.*]	*Baldwin Av 123 feet west*]
	North		7:00 a.m. to 7:00 p.m.	Tonnele Av to dead end

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 material to be repealed is in [*brackets*].

CFL:pcl
(02.29.12)

APPROVED: _____ 2.29.12
Municipal Engineer

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

APPROVED: _____ 3/1/12
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

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 III(Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24(Parking Prohibited During Certain Hours) repealing the No Parking 7:00 a.m. to 4:00 p.m., Monday through Friday on the north side of Magnolia Avenue from Baldwin Avenue to 123 west

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 at the request of Deputy Chief of Staff Kevin Lyons on behalf of Richard Boggiano, President of the Hilltop Association.

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

Repeal the no parking prohibition, 7:00 a.m. to 4:00 p.m. Monday through Friday on the north side of Magnolia Avenue from Baldwin Avenue to a point 123 feet westerly.

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

The HC Sheriff Operation has relocated to the new County building (Old Block Drug) therefore it is no longer necessary to restrict the parking on Magnolia Avenue.

5. Anticipated benefits to the community:

Increased parking around the Court House, and Administration Building located at 595 Newark Avenue.

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:

U posts exist, approximately 2 signs needed at $100.00 each for a total of $200.00.

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

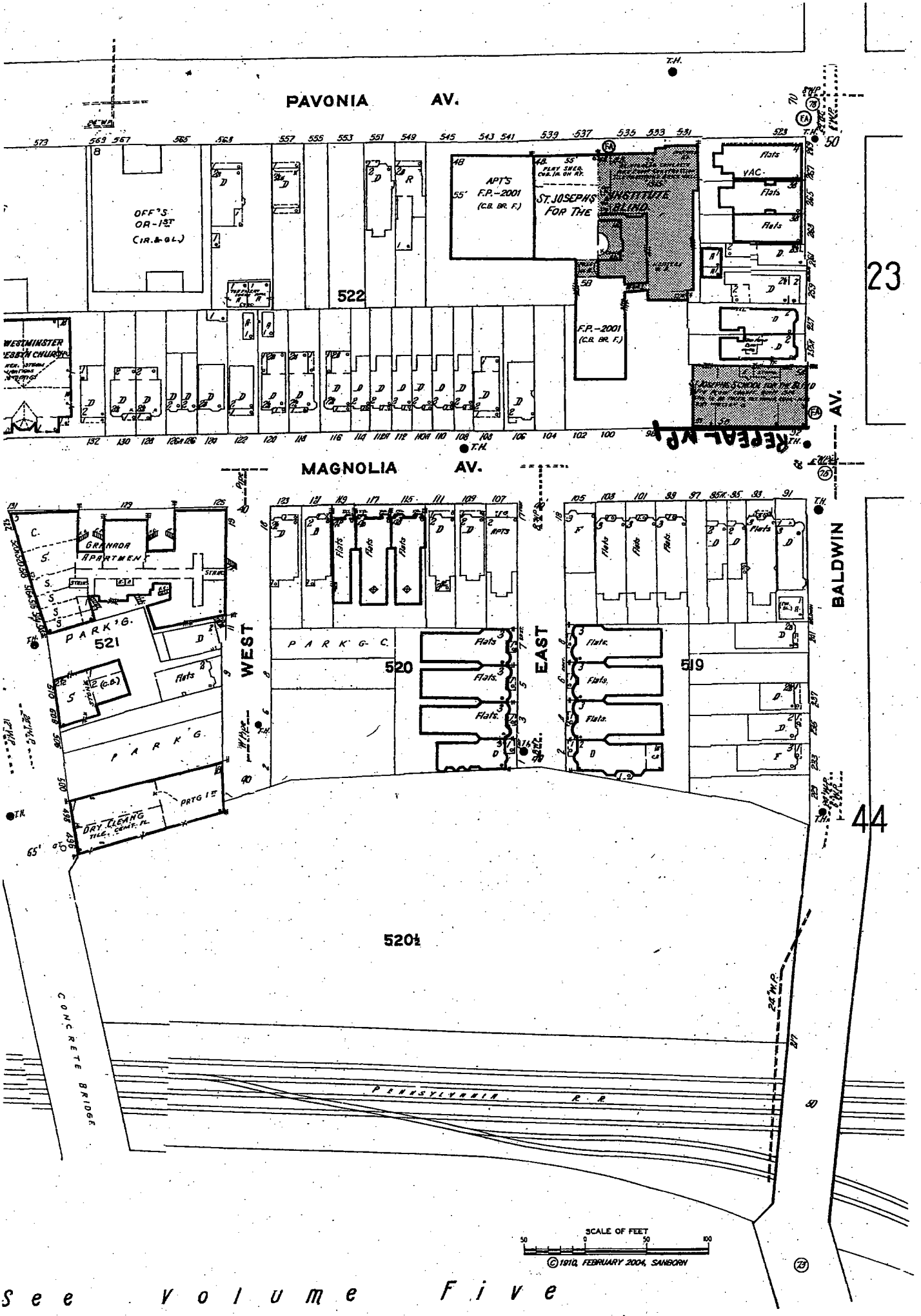
9.Person responsible for coordinating proposed program, project, etc.:

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	**Date** 2.29.12
Signature of Department Director	**Date** 3/1/12



See Volume Five

City Clerk File No. Ord. 12-032

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 12-032

TITLE:

ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY TO THE JERSEY CITY REDEVELOPMENT AGENCY: 1) BLOCK 242, LOT 20A, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 8 ERIE STREET, AND 2) BLOCK 242, LOTS 14, 24, 25, 26, 27 AND 28, MORE COMMONLY KNOWN AS 228 BAY STREET, 231, 229, 227, 225, & 223 FIRST STREET RESPECTIVELY

COUNCIL **offered and moved adoption of the following Ordinance:**

WHEREAS, the City of Jersey City [City] is the owner of certain property located within Block 242, Lot 20A, more commonly known by the street address of 8 Erie Street [Property I]; and

WHEREAS, the City is also the owner of certain property located within Block 242, Lots 14, 24, 25, 26, 27 and 28, more commonly known by the street addresses of 228 Bay Street, and 231, 229, 227, 225, & 223 First Street respectively [Property II]; and

WHEREAS, it has been determined that the Properties I and II are not needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency [JCRA] desires to acquire the Properties I and II from the City of Jersey City in order to implement the 8 Erie Street Redevelopment Plan Area within which boundaries Properties I and II are located; and

WHEREAS, under the proposal of the Jersey City Redevelopment Agency dated January 19, 2012, attached hereto, the JCRA will pay the City the consideration of up to $1,950,000 for Property I and $2,010,000 for Property II, and reserve a lease to the City of Property I for up to six (6) months for $1.00, pending the relocation of the Police Department from 8 Erie Street to its new facility; and

WHEREAS, the conveyance will effectuate the redevelopment of Properties I and II in accordance with the terms of the 8 Erie Street Redevelopment Plan Area and their return to the real estate tax rolls of the City of Jersey City; and

WHEREAS, copies of the Appraisal Reports will be on file in the office of the City Clerk; and

WHEREAS, the Jersey City Redevelopment Agency is authorized to acquire the Property from the City of Jersey City, pursuant to N.J.S.A. 40A:12A-8 and 22; and

WHEREAS, the City of Jersey City is authorized to transfer Property to the Jersey City Redevelopment Agency with or without consideration pursuant to N.J.S.A. 40A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1); and

WHEREAS, the JCRA or its agents, will require access to the properties in advance of executing an agreement, in order to undertake certain environmental testing and appraisals of the properties.

ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY TO THE JERSEY CITY REDEVELOPMENT AGENCY: 1) BLOCK 242, LOT 20A, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 8 ERIE STREET, AND 2) BLOCK 242, LOTS 14, 24, 25, 26, 27 AND 28, MORE COMMONLY KNOWN AS 228 BAY STREET, 231, 229, 227, 225, & 223 FIRST STREET RESPECTIVELY

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

1. The conveyance to the Jersey City Redevelopment Agency of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 242, Lot 20A, more commonly known by the street address of 8 Erie Street [Property I], and Block 242, Lots 14, 24, 25, 26, 27 and 28, more commonly known by the street addresses of 228 Bay Street, and 231, 229, 227, 225, & 223 First Street respectively [Property II], for the purpose of implementing the Erie Street Redevelopment Plan Area, for the sums of up to $1,950,000 and $2,010,000, but reserving a six (6) month lease to the City of Jersey City for Property I for $1.00, is hereby approved.

2. The Mayor or Business Administrator is directed to execute a) a License Agreement to allow access to the properties by Jersey City Redevelopment Agency or its agents, in advance of executing an agreement, in order to undertake certain environmental testing and appraisals of the properties; b) a Cooperation Agreement(s) or Contract for Sale with the Jersey City Redevelopment Agency; and c) any other documents, including a deed(s), that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Property to the Jersey City Redevelopment Agency on or before December 31, 2012, in accordance with the above terms.

A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.

B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

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

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
2/17/12

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED:

APPROVED:

Business Administrator

COMMISSIONERS
HON. MICHAEL J. SOTTOLANO
CHAIRMAN
PIYUSH M. AMIN
VICE CHAIRMAN
RAFAEL DIAZ
EVELYN FARMER
HON. ROLANDO R. LAVARRO, JR.
JOHN SPINELLO

JERSEY CITY
REDEVELOPMENT AGENCY

EXECUTIVE
ROBERT P. ANTONICELLO
EXECUTIVE DIRECTOR
JOHN J. CURLEY, ESQ.
GENERAL COUNSEL
JERRAMIAH T. HEALY
MAYOR

March 7, 2012

RECEIVED
2012 MAR -7 P 4: 09
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Mr. John Kelly, Business Administrator
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

RE: 8 Erie Street

Dear Mr. Kelly:

Below is a list of chronological events of Agency activities as relates to 8 Erie Street and the lots on First Street.

1. In late October 2011, the Agency advertised for prospective developers to submit proposals for the development/renovation of two sites known as 8 Erie Street and First Street Properties. JCRA advertised in the Star Ledger, Jersey Journal, New York Times, GlobeStreet.com and the Agency's web site. The RFP permitted a respondent to submit for each site individually or combined.

2. The Agency requested Cooney Bovasso of Secaucus, New Jersey to prepare two disposition appraisals. We received the appraisals with values of $1,800,000. for 8 Erie Street and $1,875,000. for the First Street Properties.

3. On December 21, 2011 the Agency received three proposals from interested developers.

4. At its meeting of January 17, 2012, the Agency designated the following two entities as developers for the project: 1) Pronti Construction Company for the First Street Properties project, with an offer for the land in the amount of $2,010,000. This project will include the construction of 21 condominium units in one main building on First Street and one (four) story brownstone to be constructed on Bay Street to

30 Montgomery Street - Room 900 - Jersey City, New Jersey 07302-3821
201-547-5810 Fax: 201-547-4876 www.thejcra.org

include four condo units. 2) Brunelleschi Construction, LLC for 8 Erie Street with an offer for the building of $1,950,000. This project will convert the existing City owned building into 16 residential market rate rental units with 2-4 commercial units on the ground floor.

5. The Agency's legal counsel is working with staff to prepare necessary documents to move the projects forward.

Should you require anything further or have any questions, please contact me at your convenience.

Sincerely,

ROBERT P. ANTONICELLO
Executive Director

RPA/baa

c: Jersey City Municipal Council
Robert Byrne
William Matsikoudis, Esq.
Rosemary McFadden

City Clerk File No. Ord. 12-033

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 **12-033**

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY AT 103-105 OXFORD AVENUE TO THE JERSEY CITY PUBLIC SCHOOLS**

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

WHEREAS, the City of Jersey City (City) is the owner of property located at 103-105 Oxford Avenue a/k/a Block 1801, Lots 76 and 78 (Property); and

WHEREAS, the Property is approximately 2,280 square feet and is a paved parking lot that has eighteen (18) parking spaces; and

WHEREAS, the Jersey City Public Schools (School District) has been using the Property as a parking lot for its maintenance vehicles; and

WHEREAS, the School District desires to continue using the Property for this purpose; and

WHEREAS, the City agrees to lease the Property to the School District for the sum of One Dollar ($1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

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

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the School District for the Property located at 103-105 Oxford Street subject to the following terms and conditions:

   (I) the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and ending on April 30, 2017;

   (ii) the City shall have the right to terminate the lease without cause at any time by providing sixty (60) days' notice to the School District;

   (iii) the annual rent shall be $1.00;

   (iv) the School District shall use the Property for parking eighteen (18) maintenance vehicles and for no other purposes whatsoever;

(v) the School District shall keep the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, and shall keep the sidewalks in front of the Property free of ice, snow and debris;

(vi) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and

(vii) the City shall have the right to terminate the lease at any time without cause by providing sixty (60) days' notice to the School District.

2. The Lease Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.

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.

RR/cw
3-1-12

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.*

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

LEASE AGREEMENT

THIS LEASE, made and executed this_____ day of _____, 2012 between the CITY OF JERSEY CITY, a municipal corporation of the State of new Jersey, having its principal office at 280 Grove Street, Jersey City, Hudson County, New Jersey (hereinafter called the "Landlord" or "City") and the Jersey City Public Schools, a public corporation of the State of New Jersey having its principal office at 346 Claremont Avenue, Jersey City, Hudson County, New Jersey (hereinafter called "Tenant").

WHEREAS, the Landlord is the owner of certain premises located at 103-105 Oxford Avenue, Jersey City, New Jersey a/k/a Lots 76 and 78 in Block 1801 on the tax map of Jersey City (hereinafter the "Premises"); and

WHEREAS, the Tenant desires to use the Premises as a parking lot for its maintenance vehicles; and

WHEREAS, Landlord is willing to grant such request.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

FIRST: In consideration of, and for the sum of $1.00 per year and other valuable consideration paid by Tenant to Landlord, the receipt of which is hereby acknowledged, Landlord shall permit Tenant to use the leased Premises Lots 76 and 78 in Block 1801 on the City of Jersey City Tax Map more commonly known as 103-105 Oxford Avenue for the purpose of

parking maintenance vehicles. The Premises is a paved lot at which eighteen (18) vehicles can be parked.

SECOND: The term of this Lease is five (5) years effective as of May 1, 2012 and terminating on April 30, 2017. During the Lease term, the City shall have the right to terminate the Lease without cause by providing sixty (60) days' written notice to the Tenant.

If, for whatever reason, Landlord prevents Tenant's use of all or a part of the leased Premises, Tenant's sole remedy is to terminate this Lease.

THIRD: The Tenant covenants and agrees that in consideration to the Landlord for the granting of the Lease herein, the Tenant shall pay to Landlord an annual sum of $1.00.

FOURTH: Tenant covenants and agrees that, for the entire term of the Lease and at its own cost and expense, it shall keep and maintain the leased Premises in full compliance with all laws, ordinances, rules, regulations, decisions and orders, of federal, state, county, municipal or other government authority, or courts which are applicable as to the conduct of Tenant's business, including all laws governing environmental waste or damage including but not limited to spillage, pollution and storage so that there shall be no interference with, restriction of, or adverse effect upon Landlord's title, rights, or interest in the leased Premises, wherever the aforesaid relate to Tenant's duties, obligations, responsibilities, or control reserved to Tenant under this Lease.

FIFTH: Any and all improvements which may be erected on the leased Premises shall be with the prior written consent of Landlord and shall be at the sole cost and expense of Tenant both in respect to erection and maintenance. Tenant, at its own cost and

expense, shall obtain all approvals and permits required in connection with any construction on the leased Premises.

Any structure erected by Tenant on the leased Premises, pursuant to this paragraph, shall be erected and maintained at the Tenant's sole cost and expense and shall be removed by Tenant at its own cost and expense upon the termination or expiration of the term of Lease hereby created (unless otherwise notified by Landlord not less than thirty (30) days prior to termination of this Lease that said improvements may remain after the expiration of the Lease) and at the end or other expiration of the term hereof, tenant shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage from the elements not resulting from neglect or fault of the tenant, excepted.

SIXTH: Tenant covenants that during the period of this Lease it will at all times maintain the leased Premises in a clean and orderly manner. Tenant shall, during the term of the Lease keep the Premises and the sidewalks in front free of ice, snow and debris. Upon termination of this Lease, Tenant shall peacefully deliver up the leased Premises in good order free from any and all rubbish and other refuse matter.

SEVENTH: In the event of any damage to Premises arising or resulting from Tenant's or its employees', agents', servants' or invitees' use of the leased Premises, or any improvement or structure constructed or erected in connection with this Lease, regardless of cause, Tenant shall promptly repair such damages at its own cost and expense.

EIGHTH: Tenant agrees to release, protect, defend, indemnify and save forever harmless Landlord from and against any and all costs, expenses, attorney's fees, deaths, injuries, damages, losses, claims, demands, suits, court orders, judgments and other liability

whatsoever its nature, occurring to each and every person, firm, corporation, or other entity (including the parties hereto and/or their respective officers, agents, representatives, and employees), which are directly or indirectly caused by, or related to or occasioned from, or are alleged to be caused by, related to or occasioned from the construction, alteration, maintenance, removal, termination, control, occupancy, possession, use or existence of the leased Premises and/or improvements contemplated by or made under this lease by Tenant or its employees, representatives, independent contractors, business invitees, or any other parties whatsoever their relationship. The Tenant's liability under this Lease shall continue after its expiration or termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to its expiration or termination.

NINTH: It is expressly agreed that Tenant is being granted the lease to use said premises in an "AS IS" condition. Since this Lease is an accommodation to Tenant, Landlord shall be nor does Landlord make any warranty as to the condition or suitability for Tenant's use of said leased Premises. Landlord shall not be responsible or liable to Tenant or any other party for any loss or damage that may be occasioned by or through the condition of the leased Premises, including but not limited to any latent defect in the said leased Premises. In the event that Landlord changes the use of its property to a use incompatible with Tenant's use hereunder Tenant's only remedy is to terminate this Lease. Tenant shall not be entitled to any compensation or damages of any nature whatsoever as a result of the termination of this Lease. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

TENTH: It is not the intention of this Lease, or of anything herein provided, to confer a third-party beneficiary right of action upon any person whatsoever and nothing

hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than Landlord a right of action either under the Lease or in any other manner whatsoever. All rights herein granted are subject to the recorded and unrecorded rights of other parties.

ELEVENTH: Landlord and Tenant hereby acknowledge that each is self-insured and that any claim whatsoever which arises from Tenant's use of the premises or Landlord's ownership of same shall be submitted to the respective parties' self-insurance plan.

TWELFTH: Plans of any improvements on the leased Premises proposed by Tenant must be submitted to and approved in writing by the Landlord prior to the start of construction. Tenant shall give written notice to Landlord at least sixty (60) days before the start of any work.

THIRTEENTH: It is further understood and agreed that Tenant shall, at its own cost and expense, obtain all required approvals and permits prior to any construction or activities undertaken by Tenant on Landlord's property.

FOURTEENTH: This lease is non-transferable.

FIFTEENTH: The parties hereto agree that all notices required to be given to Landlord will be given by certified mail return receipt requested addressed to:

Real Estate Manager
Real Estate Office, Room B10
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Any and all notices required to be given to the Tenant will be given by certified mail return receipt requested to:

_____
_____
_____
_____

Either party may change the aforesaid addresses by written notice. All notices shall be considered served when deposited in U.S. Mail and all time periods shall run from receipt of same.

SIXTEENTH: It is further agreed by and between the parties to this Lease that the entire agreement between the parties is incorporated in this Lease and that no verbal understanding or agreement shall be recognized by either party.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals as of the date and year first above written.

WITNESS: LANDLORD

_____ By:_____
Robert Byrne, City Clerk John Kelly, Business Administrator

WITNESS: TENANT

_____ By:_____

RR
3-1-12

City Clerk File No. Ord. 12-034

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 12-034

TITLE:

ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY AT 109 OXFORD AVENUE TO THE JERSEY CITY PUBLIC SCHOOLS

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

WHEREAS, the City of Jersey City (City) is the owner of property located at 109 Oxford Avenue a/k/a Block 1801, Lot 84.A (Property); and

WHEREAS, there is an approximately 4,932 square foot two-story brick building on the Property; and

WHEREAS, the Jersey City Public Schools (School District) has been using the Property for storing electrical and labor staff maintenance supplies; and

WHEREAS, the School District desires to continue using the Property for this purpose; and

WHEREAS, the City agrees to lease the Property to the School District for the sum of One Dollar ($1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

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

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the School District for the Property located at 109 Oxford Street subject to the following terms and conditions:

   (I) the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and ending on April 30, 2017;

   (ii) the City shall have the right to terminate the lease without cause at any time by providing sixty (60) days' notice to the School District;

   (iii) the annual rent shall be $1.00;

   (iv) the School District shall use the Property for storing electrical and labor staff maintenance supplies and for no other purposes whatsoever;

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(v) the School District shall be responsible for paying the cost of all utilities;

(vi) the School District shall keep the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, and shall keep the sidewalks in front of the Property free of ice, snow and debris;

(vii) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and

(viii) the City shall have the right to terminate the lease at any time without cause by providing sixty (60) days' notice to the School District.

2. The Lease Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.

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.

RR/cw
3-1-12

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*.

APPROVED ~~AS TO~~ LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

THIS LEASE, dated the day of 2012
Between

THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Landlord or City, and

THE JERSEY CITY PUBLIC SCHOOLS, a public corporation of the State of New Jersey, with offices at 346 Claremont Avenue, Jersey City, New Jersey, hereinafter referred to as the Tenant or School District;

WHEREAS, the City of Jersey City (City) is the owner of property located at 109 Oxford Avenue a/k/a Block 1801, Lot 84.A (Property); and

WHEREAS, there is an approximately 4,932 square foot two-story brick building on the Property; and

WHEREAS, the School District has been using the Property to store electrical and labor staff maintenance supplies; and

WHEREAS, the School District desires to continue using the Property for this purpose; and

WHEREAS, the City agrees to lease the Property to the School District for the sum of One Dollar ($1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration; and

WHEREAS, Landlord leases to lease to the Tenant, for the term and rent specified the Premises described, situated at 109 Oxford Avenue, in the City of Jersey City, County of Hudson in the State of New Jersey a/k/a Block 1801, Lot 84.A, hereinafter referred to as the Premises.

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

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

First.- The Landlord grants this Lease subject to the condition that the Tenant utilize the Premises only for the following purposes: storing electrical and labor staff maintenance supplies.

Second.- The term shall be for five (5) years effective as of May 1, 2012 and terminating five (5) years thereafter on April 30, 2017. Notwithstanding the foregoing, The City shall the right to terminate the lease at any time during its term without cause by providing the Tenant with sixty (60) days' notice.

Third.- The annual rent shall be: One Dollar ($1.00) per year and other good and valuable consideration.

Fourth.- The Tenant shall use the demised Premises for purposes associated with the storing of electrical and labor staff supplies and not use or permit the Premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Fifth.- The Tenant shall not sub-let the demised Premises nor any portion thereof, nor assign this lease.

Sixth.- The Tenant has examined the Premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations made by the Landlord or its agents as to the present or future condition of the Premises.

Seventh.- Tenant, for and during the term of this lease, at Tenant's sole cost and expense, assumes all responsibility and obligation for the physical condition of the Premises. Tenant shall take good care of the Premises and fixtures and appurtenances therein, and at its own cost and expense make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from casualty excepted. Tenant shall commit no act of waste. Notwithstanding the foregoing, all damage or injury to the building area, building and Premises or to any other part of same or to their fixtures or appurtenances, whether requiring structural or non-structural repairs caused by the negligence or improper conduct of Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by Tenant at its sole cost and expense. If Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within fifteen (15) days after written notice from Landlord to Tenant of the need therefore, Landlord may make such repairs at the expense of Tenant and such expense shall be collectible as additional rent. Landlord shall be

responsible for all structural repairs after reasonable notice from the Tenant.

Eighth.- Tenant shall keep and maintain the demised Premises in a clean and sanitary condition free from rubbish, flammable or other objectionable material. The Tenant shall surrender the Premises at the end of the term in as good condition as reasonable use will permit.

Ninth.- The Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Landlord. All additions and improvements, whether temporary or permanent, which may be made upon the Premises either by the Landlord or the Tenant, except furniture or immovable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon the Premises at the termination of this lease without compensation to the Tenant.

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

Eleventh.- Utilities and services furnished to the demised Premises for the benefit of the Tenant shall be provided and paid for as follows: Water and sewerage by the Tenant; gas and electricity by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

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

Thirteenth.- In the event of the destruction of the demised Premises or the building containing the Premises during the term or previous thereto, or such partial destruction as to render the Premises unfit for occupancy, or should the demised Premises be so badly damaged that the same cannot be repaired within ninety days of such damage, the term shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. The Landlord may re-enter and re-possess the Premises discharged from this lease and may remove all parties. Should the demised Premises be rendered untenantable and unfit for

occupancy, but yet be repairable within ninety days from damage, the Landlord may enter and repair the same with reasonable speed, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed. But if the Premises shall be so slightly damaged as not to be rendered untenantable and unfit for occupancy, the Landlord shall repair them with reasonable promptness in the case the rent accrued and accruing shall not cease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the Premises.

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

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

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

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

Eighteenth.- All notices and demands, incidental to this lease, or the occupation of the demised Premises, shall be in writing.

Notices shall be sent by registered mail or delivered to:

Real Estate Manager
Real Estate Office, Room B10
City Hall
280 Grove Street
Jersey City, New Jersey 07302

_____
_____
_____
_____
_____

Nineteenth.- If the Tenant shall remain in the Premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

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

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

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

Twenty-Third.- This instrument may not be changed orally.

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

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

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

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

ATTEST:	**CITY OF JERSEY CITY**
_____	_____
Robert Byrne, City Clerk	**John Kelly, Business Administrator**
ATTEST:	**JERSEY CITY PUBLIC SCHOOLS**
_____	_____

RR
3-1-12

City Clerk File No. Ord. 12-035

Agenda No. 3.G 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 12-035

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY AT 268 VARICK STREET TO THE JERSEY CITY PUBLIC SCHOOLS**

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

WHEREAS, the City of Jersey City (City) is the owner of property located at 268 Varick Street a/k/a Block 305, Lot 27 (Property); and

WHEREAS, the Property is approximately 11,554 square feet and is a paved parking lot; and

WHEREAS, the Jersey City Public Schools (School District) has been using the Property for parking vehicles of its employees who work at Public School No. 3 and Public School No. 4 and for operating two (2) classroom trailers; and

WHEREAS, the School District desires to continue using the Property for these purposes; and

WHEREAS, the City agrees to lease the Property to the School District for the sum of One Dollar ($1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

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

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the School District for the Property located at 268 Varick Street subject to the following terms and conditions:

   (I) the term of the Lease Agreement shall be five (5) years commencing on May 1, 2012 and ending on April 30, 2017;

   (ii) the City shall have the right to terminate the lease without cause at any time by providing sixty (60) days' notice to the School District;

   (iii) the annual rent shall be $1.00;

   (iv) the School District shall use the Property for parking ten (10) vehicles owned by its employees working at Public School No. 3 and at Public School no. 4 and for operating two (2) class room trailers and for no other purposes whatsoever;

(v) the School District shall be responsible for paying the cost of all utilities;

(vi) the School District shall keep the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, and shall keep the sidewalks in front of the Property free of ice, snow and debris;

(vii) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and

(viii) the City shall have the right to terminate the lease at any time without cause by providing sixty (60) days' notice to the School District.

2. The Lease Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.

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.

RR/cw
3-1-12

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.*

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

LEASE AGREEMENT

THIS LEASE, made and executed this_____ day of _____, 2012 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, Hudson County, New Jersey (hereinafter called the "Landlord" or "City") and the Jersey City Public Schools, a public corporation of the State of New Jersey having its principal office at 346 Claremont Avenue, Jersey City, Hudson County, New Jersey (hereinafter called "Tenant").

WHEREAS, the Landlord is the owner of certain premises located at 268 Varick Street, Jersey City, New Jersey a/k/a Lot 27 in Block 305 on the tax map of Jersey City (hereinafter the "Premises"); and

WHEREAS, the Tenant desires to use the Premises for parking vehicles of its employees who work at Public School No. 3 and Public School No. 4 and for operating two (2) classroom trailers; and

WHEREAS, the Landlord is willing to grant such request.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

FIRST: In consideration of, and for the sum of $1.00 per year and other valuable consideration paid by Tenant to Landlord, the receipt of which is hereby acknowledged, Landlord shall permit Tenant to use the leased Premises Lot 27 in Block 305 on the City of Jersey City Tax

Map more commonly known as 268 Varick Street for the purpose of parking ten (10) vehicles and operating two (2) school trailers.

SECOND: The term of this Lease is five (5) years effective as of May 1, 2012 and terminating on April 30, 2017. During the Lease term, the City shall have the right to terminate the Lease without cause by providing sixty (60) days' written notice to the Tenant.

If, for whatever reason, Landlord prevents Tenant's use of all or a part of the leased Premises, Tenant's sole remedy is to terminate this Lease.

THIRD: The Tenant covenants and agrees that in consideration to the Landlord for the granting of the Lease herein, the Tenant shall pay to Landlord an annual sum of $1.00.

FOURTH: Tenant covenants and agrees that, for the entire term of the Lease and at its own cost and expense, it shall keep and maintain the leased Premises in full compliance with all laws, ordinances, rules, regulations, decisions and orders, of federal, state, county, municipal or other government authority, or courts which are applicable as to the conduct of Tenant's business, including all laws governing environmental waste or damage including but not limited to spillage, pollution and storage so that there shall be no interference with, restriction of, or adverse effect upon Landlord's title, rights, or interest in the leased Premises, wherever the aforesaid relate to Tenant's duties, obligations, responsibilities, or control reserved to Tenant under this Lease.

FIFTH: Any and all improvements which may be erected on the leased Premises shall be with the prior written consent of Landlord and shall be at the sole cost and expense of Tenant both in respect to erection and maintenance. Tenant, at its own cost and

expense, shall obtain all approvals and permits required in connection with any construction on the leased Premises.

Any structure erected by Tenant on the leased Premises, pursuant to this paragraph, shall be erected and maintained at the Tenant's sole cost and expense and shall be removed by Tenant at its own cost and expense upon the termination or expiration of the term of Lease hereby created (unless otherwise notified by Landlord not less than thirty (30) days prior to termination of this Lease that said improvements may remain after the expiration of the Lease) and at the end or other expiration of the term hereof, tenant shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage from the elements not resulting from neglect or fault of the tenant, excepted.

SIXTH: Utilities and services furnished to the demised Premises for the benefit of the Tenant shall be provided and paid for as follows: Water and sewerage by the Tenant; gas and electricity by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

SEVENTH: Tenant covenants that during the period of this Lease it will at all times maintain the leased Premises in a clean and orderly manner. Tenant shall, during the term of the Lease keep the Premises and the sidewalks in front free of ice, snow and debris. Upon termination of this Lease, Tenant shall peacefully deliver up the leased Premises in good order free from any and all rubbish and other refuse matter.

EIGHTH: In the event of any damage to Premises arising or resulting from Tenant's or its employees', agents', servants' or invitees' use of the leased Premises, or any

improvement or structure constructed or erected in connection with this Lease, regardless of cause, Tenant shall promptly repair such damages at its own cost and expense.

NINTH: Tenant agrees to release, protect, defend, indemnify and save forever harmless Landlord from and against any and all costs, expenses, attorney's fees, deaths, injuries, damages, losses, claims, demands, suits, court orders, judgments and other liability whatsoever its nature, occurring to each and every person, firm, corporation, or other entity (including the parties hereto and/or their respective officers, agents, representatives, and employees), which are directly or indirectly caused by, or related to or occasioned from, or are alleged to be caused by, related to or occasioned from the construction, alteration, maintenance, removal, termination, control, occupancy, possession, use or existence of the leased Premises and/or improvements contemplated by or made under this lease by Tenant or its employees, representatives, independent contractors, business invitees, or any other parties whatsoever their relationship. The Tenant's liability under this Lease shall continue after its expiration or termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to its expiration or termination.

TENTH: It is expressly agreed that Tenant is being granted the lease to use said premises in an "AS IS" condition. Since this Lease is an accommodation to Tenant, Landlord shall be nor does Landlord make any warranty as to the condition or suitability for Tenant's use of said leased Premises. Landlord shall not be responsible or liable to Tenant or any other party for any loss or damage that may be occasioned by or through the condition of the leased Premises, including but not limited to any latent defect in the said leased Premises. In the event that Landlord changes the use of its property to a use incompatible with Tenant's use

hereunder Tenant's only remedy is to terminate this Lease. Tenant shall not be entitled to any compensation or damages of any nature whatsoever as a result of the termination of this Lease. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

ELEVENTH: It is not the intention of this Lease, or of anything herein provided, to confer a third-party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than Landlord a right of action either under the Lease or in any other manner whatsoever. All rights herein granted are subject to the recorded and unrecorded rights of other parties.

TWELFTH: Landlord and Tenant hereby acknowledge that each is self-insured and that any claim whatsoever which arises from Tenant's use of the premises or Landlord's ownership of same shall be submitted to the respective parties' self-insurance plan.

THIRTEENTH: Plans of any improvements on the leased Premises proposed by Tenant must be submitted to and approved in writing by the Landlord prior to the start of construction. Tenant shall give written notice to Landlord at least sixty (60) days before the start of any work.

FOURTEENTH: It is further understood and agreed that Tenant shall, at its own cost and expense, obtain all required approvals and permits prior to any construction or activities undertaken by Tenant on Landlord's property.

FIFTEENTH: This lease is non-transferable.

SIXTEENTH: The parties hereto agree that all notices required to be given to Landlord will be given by certified mail return receipt requested addressed to:

Real Estate Manager
Real Estate Office, Room B10
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Any and all notices required to be given to the Tenant will be given by certified mail return receipt requested to:

_____
_____
_____
_____

Either party may change the aforesaid addresses by written notice. All notices shall be considered served when deposited in U.S. Mail and all time periods shall run from receipt of same.

SEVENTEENTH: It is further agreed by and between the parties to this Lease that the entire agreement between the parties is incorporated in this Lease and that no verbal understanding or agreement shall be recognized by either party.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals as of the date and year first above written.

WITNESS: LANDLORD

_____ By:_____
Robert Byrne, City Clerk John Kelly, Business Administrator

WITNESS: TENANT

_____ By:_____

City Clerk File No. Ord. 12-036

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 **12-036**

TITLE: **ORDINANCE 1) TERMINATING THE FINANCIAL AGREEMENT AND PROJECT EMPLOYMENT AGREEMENT AUTHORIZED BY ORDINANCE 05-008 BETWEEN THE CITY OF JERSEY CITY AND 150 ESSEX STREET URBAN RENEWAL, LLC, AND 2) AUTHORIZING THE ASSIGNMENT AND CLARIFICATION OF THE PREPAYMENT AGREEMENT FROM 150 ESSEX STREET URBAN RENEWAL, LLC, TO 198 VAN VORST STREET, LLC**

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

WHEREAS, on or about December 17, 2004, 150 Essex Street Urban Renewal, LLC [150 Essex Street UR] applied for a Long Term Tax Exemption under NJSA 40A:20-1 et seq., for certain land and improvements located within the Tidewater Basin Redevelopment Plan Area, known as Block 14204, Lot 1, formerly known as Block 131, Lot 98 which was formerly known as Block 131, Lots 91, 92, 93, 95.A and 95.B, and more commonly known by the street address of 198 Van Vorst Street [Property]; and

WHEREAS, 150 Essex Street UR was to have constructed a four (4) story building, to contain approximately fifty-nine (59) market rate residential condominium units and related parking for sixty-five (65) cars [Project]; and

WHEREAS, by adoption of Ordinance 05-008 on February 9, 2005, the City of Jersey City [City] approved a 20 year Long Term Tax Exemption with a service charge equal to sixteen percent (16%) of Annual Gross Revenue; and

WHEREAS, on March 1st, 2005, the City executed a Financial Agreement [Financial Agreement] and a Prepayment Agreement with 150 Essex Street UR for the Project [Prepayment Agreement]; and

WHEREAS, 150 Essex Street UR also paid the first of the three Affordable Housing Contributions, or $29,500; and

WHEREAS, pursuant to the Prepayment Agreement, 150 Essex Street UR paid the City $356,433, which was to be credited against future service charges owed by the Project for the four (4) year period following project completion; and

WHEREAS, on February 1, 2012, 150 Essex Street UR gave the City formal written notice under Section 16.3 of the Financial Agreement, that the Entity has conveyed all of its right, title and interest in the property to 198 Van Vorst Street, LLC, and further, has now assigned all of its rights in the Prepayment Agreement to 198 Van Vorst Street, LLC; and

WHEREAS, 150 Essex Street UR has agreed to waive any entitlement it may have to a return of the first of its Affordable Housing Contribution, and to make a second Affordable Housing payment by reducing the $356,433 Prepayment to $326,933 (an additional $29,500 for the City); and

ORDINANCE 1) TERMINATING THE FINANCIAL AGREEMENT AND PROJECT EMPLOYMENT AGREEMENT AUTHORIZED BY ORDINANCE 05-008 BETWEEN THE CITY OF JERSEY CITY AND 150 ESSEX STREET URBAN RENEWAL, LLC, AND 2) AUTHORIZING THE ASSIGNMENT AND CLARIFICATION OF THE PREPAYMENT AGREEMENT FROM 150 ESSEX STREET URBAN RENEWAL, LLC, TO 198 VAN VORST STREET, LLC

WHEREAS, the assignment of the Prepayment Agreement to 198 Van Vorst Street, LLC, and the reduction of the Prepayment credit to $326,933, and to apply the credit as to the municipal portion of taxes due on the improvements only, or approximately $81,733 each year, for the four (4) years following the issuance of the first Certificate of Occupancy, needs to be approved.

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

1. The tax exemption of 150 Essex Street Urban Renewal, LLC, is hereby rescinded and the Financial Agreement is hereby terminated. Neither 150 Essex Street Urban Renewal, LLC, nor any successor owner of the Property, shall have any liability or obligation under the Financial Agreement ; and the obligations and rights of the parties under the Financial Agreement shall have no further force and effect.

2. The assignment of the Prepayment Agreement to 198 Van Vorst Street, LLC is hereby approved provided it is recast as a credit over four (4) years against the municipal portion of conventional taxes on the improvements only; and only after the improvements on the property have been substantially completed.

3. The Mayor or Business Administrator or Corporation Counsel are authorized to execute a Termination Agreement and Revised Prepayment Agreement substantially in the form attached hereto, and any other documents appropriate or necessary to effectuate the purposes of the within Ordinance.

4. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed;

5. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code;

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

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

JM/he
3/07/12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

CONNELL FOLEY LLP
ATTORNEYS AT LAW

HARBORSIDE FINANCIAL CENTER
2510 PLAZA FIVE
JERSEY CITY, N.J. 07311-4029
(201) 521-1000
FAX: (201) 521-0100

ROSELAND OFFICE
85 LIVINGSTON AVENUE
ROSELAND, N.J. 07068-3702
(973) 535-0500
FAX: (973) 535-9217

NEW YORK OFFICE
888 SEVENTH AVENUE
NEW YORK, N.Y. 10106
(212) 262-2390
FAX: (212) 262-0050

PHILADELPHIA OFFICE
1500 MARKET STREET
PHILADELPHIA, PA 19102
(215) 246-3403
FAX: (215) 665-5727

JOHN A. PINDAR (1969)
GEORGE W. CONNELL (2005)
ADRIAN M. FOLEY, JR.
GEORGE J. KENNY*
KENNETH F. KUNZMAN
SAMUEL D. LORD
RICHARD D. CATENACCI
RICHARD J. BADOLATO*
PETER D. MANAHAN
JOHN B. MURRAY
MARK L. FLEDER
KEVIN J. COAKLEY
THOMAS S. COSMA
KATHLEEN S. MURPHY
PATRICK J. MCAULEY
PETER J. PIZZI*+
KEVIN R. GARDNER
ROBERT E. RYAN
MICHAEL X. MCBRIDE*
JEFFREY W. MORYAN
PETER J. SMITH*
BRIAN G. STELLER
PHILIP F. MCGOVERN, JR.
KAREN PAINTER RANDALL
LIZA M. WALSH
JOHN P. LACEY
MICHAEL J. CROWLEY-
TIMOTHY E. CORRISTON*
ERNEST W. SCHOELLKOPFF+
PATRICK J. HUGHES*+
JAMES C. MCCANN*
JOHN D. CROMIE
ANGELA A. IUSO*
GLENN T. DYER
WILLIAM T. MCGLOIN*
BRENDAN JUDGE
STEPHEN A. URBAN
CHARLES J. HARRINGTON III+
STEPHEN V. FALANGA*
TRICIA O'REILLY*
ANTHONY F. VITIELLO*+
MARC D. HAEFNER
JONATHAN P. MCHENRY
JAMES P. RHATICAN*+
BRAD D. SHALIT*
W. NEVINS MCCANN*
THOMAS J. O'LEARY*
MITCHELL W. TARASCHI
M. TREVOR LYONS*
MICHAEL A. SHADIACK
PATRICIA A. LEE*+
AGNIESZKA ANTONIAN*

*ALSO ADMITTED IN NEW YORK
+ALSO ADMITTED IN PENNSYLVANIA
-ONLY ADMITTED IN NEW YORK
PLEASE REPLY TO JERSEY CITY, NJ

COUNSEL
JOHN W. BISSELL
FRANCIS E. SCHILLER*
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Writer's Email Address: jmccann@connellfoley.com

February 1, 2012

Via Hand Delivery

Joanne Monahan, Esq.
Jersey City Corporation Counsel
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: Financial Agreement - between - 150 Essex Street Urban Renewal, LLC and the City of Jersey City
198 Van Vorst Street, Block 131, Lots 92, 93, 95, 95.A and 95.B

Assignment of Prepayment Agreement between 150 Essex Street Urban Renewal, LLC and City of Jersey City to 198 Van Vorst Street LLC

Dear Ms. Monahan:

As you know, this firm is local counsel for 150 Essex Street Urban Renewal, LLC ("150 Essex") in connection with the above-captioned agreement.

The above-captioned Financial Agreement was entered into between 150 Essex and the City as of March 1, 2005. It was anticipated at that time that 150 Essex would construct a 59 unit condominium. As such, the Financial Agreement for the project anticipates the condominium form of ownership.

150 Essex did not initiate the construction anticipated by the Financial Agreement.

150 Essex has conveyed all of its right, title and interest in the property to 198 Van Vorst Street LLC. 198 Van Vorst Street, LLC is constructing a 131 unit residential rental building on the property. Construction began in July 2011.

The purpose of this letter is to formally advise the City that 150 Essex is not constructing the project anticipated by the Financial Agreement. As such, this letter constitutes formal notice that 150 Essex hereby cancels the Financial Agreement and surrenders the tax abatement granted thereunder.

150 Essex and the City also entered into a Prepayment Agreement dated March 1, 2005. On May 25, 2006, 150 Essex delivered a prepayment to the City in the amount of $356,433.00. A copy of my May 25, 2006 cover letter along with a copy of the check is attached hereto for your easy reference.

Section 2C of the Prepayment Agreement provides that if 150 Essex is unable to recover its prepayment against the annual service charges generated by the project, then it shall be entitled to a reimbursement for any conventional taxes assessed on any improvements constructed on the property until the pre-payment is reimbursed in its entirety.

150 Essex has assigned all of its rights in the Prepayment Agreement to 198 Van Vorst Street, LLC. A copy of the Assignment of Prepayment Agreement dated January 30, 2012 along with a copy of a Deed evidencing 198 Van Vorst Street, LLC's ownership of the property is enclosed herein for your easy reference. 150 Essex and 198 Van Vorst Street, LLC are both managed by Robert Caulfield and James Caulfield, Jr. of Fields Development Group.

It would be greatly appreciated if your office would initiate whatever municipal action is necessary to confirm the assignment of this Prepayment Agreement and advise the Jersey City Tax Collector that once the improvement on the property has been substantially completed, all prepayment reimbursements should be made payable to:

198 Van Vorst Street, LLC
c/o Fields Development Group Co.
1 Henderson Street
Hoboken, NJ 07030

Lastly, for your convenience, a form of Consent to Assignment of the Prepayment Agreement is enclosed herein. Presumably, this Consent will be executed by the City following the adoption of a resolution by the Municipal Council authorizing the assignment of the Prepayment Agreement to 198 Van Vorst Street, LLC.

If you have any further questions, please feel free to contact this office.

Very truly yours,

James C. McCann, Esq.
On Behalf of the Firm

JCM/mg
Enc.
cc: 150 Essex Street Urban Renewal, LLC, Attn.: Robert Caulfield and Lawrence J. O'Rourke, Esq. (both via e-mail)
198 Van Vorst Street, LLC,. Attn.: Robert Caulfield (via e-mail)
Maureen Cosgrove, Jersey City Tax Collector (via e-mail)

City Clerk File No. Ord. 12-037

Agenda No. 3.I 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 12-037

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN TO ENCOURAGE CONSOLIDATION AND DEVELOPMENT ON UNDERSIZED PARCELS IN THE TRANSITION SUBDISTRICT

WHEREAS, the Municipal Council adopted thePowerhouse Arts District Redevelopment Plan on October 27, 2004, which Plan encompasses all lands contained within thePowerhouse Arts District Study Area and portions of the Hudson Exchange, Bay Street, and Exchange PlaceNorth redevelopment Plan Areas; and

WHEREAS, the Planning Board of Jersey Cityat its public meeting ofFebruary 21, 2012 did approve a motion to recommend the adoption of these amendments to the Municipal Council; and

WHEREAS, a copy of the Proposed amendments to the Powerhouse Arts District Redevelopment Plan, dated February 21, 2012 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 StreetJersey City, NJ.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that the Powerhouse Arts DistrictRedevelopment Plan be amended as detailed in the attached text.

BE IT FURTHER ORDAINED THAT:

A. All ordinances and parts of ordinances inconsistentherewith 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 tendays 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, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN TO ENCOURAGE CONSOLIDATION AND DEVELOPMENT ON UNDERSIZED PARCELS IN THE TRANSITION SUBDISTRICT

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

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

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

Adopts amendments to the transition zone within the Powerhouse Arts District Redevelopment Plan to encourage the consolation of undersized lots by permitting residential use and adopting development standards and a 10% affordable housing requirement.

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

The Redevelopment Plan currently does not permit residential use, which is desirable near transit centers such as the Grove Street PATH station.

5. **Anticipated Benefits to the Community:**

Encourage private investment in the Redevelopment Area, and ensure the responsible development of in-fill housing, mixed-use areas, retail shops, and services. This Plan can enhance municipal tax revenues and improve the quality of life of the Jersey City community.

6. **Cost of Proposed Plan, etc.:**

$0.00 all work performed in house

7. **Date Proposed Plan will commence:**

Upon approval

8. **Anticipated Completion Date:** N/A

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

Robert D. Cotter, Director, City Planning	547-5050
Jeffrey Wenger, Principal Planner	547-5453

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Robert D Cotter — March 6, 2012
Division Director — **Date**

DEPUTY **Department Director Signature** — March 6, 2012
Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN TO ENCOURAGE CONSOLIDATION AND DEVELOPMENT ON UNDERSIZED PARCELS IN THE TRANSITION SUBDISTRICT

Adopts amendments to the transition zone within the Powerhouse Arts District Redevelopment Plan to encourage the consolation of undersized lots by permitting residential use and adopting development standards and a 10% affordable housing requirement.

PROPOSED AMENDMENTS TO THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN

AS PRESENTED TO THE JERSEY CITY PLANNING BOARD ON FEBRUARY 21, 2012

Text that is unchanged is in plain face type like this.
Text that is deleted is in strike-threw ~~like this.~~
Text that is added is in bold **like this.**

Page 22:

H. Public Park and Open Space Requirements

1. Free public parks shall be provided as set forth on Map 2, Land Use Plan. Design shall be subject to site plan approval by the Planning Board. The area within Block 109, Lot 1 shall be a sculpture garden, and shall contain a pathway to link the sidewalk at First Street to the sidewalk at Second Street. The area within Block 76, Lots 160 partial, and 161 partial, and bounded by the HBLRT track shall be public plaza incorporating both bluestone hard scape and landscaping. The open space to be located on Block 140 and within the right-of-way of Provost Street between Morgan and Bay Streets shall be a public park / pedestrian plaza which shall be constructed by the developer of Blocks 140 and 171, if the Arts Theater Residence Overlay Zone is utilized in accordance with Section VIII.F.11. This pedestrian plaza shall serve as a gathering place and principal entrance into the performing arts theater on Block 171, and shall also serve as a location for the display of public art. Buildings fronting onto the pedestrian plaza shall provide active uses on at least the ground floor of all facades facing the pedestrian plaza; such as residential lobbies, art related and/or commercial uses.

2. At least 10% of the gross roof area, and a minimum of 1,500 SF, of a building containing 10 or more units shall be developed for recreational use, except in the case of high rise structures over 300 feet in height. For each additional dwelling unit, 100 square feet of additional roof area shall be developed for recreational use, up to a maximum **requirement** of 50% of the gross roof area. This area shall be accessible to all the occupants of the building.

3. **A maximum of** ~~At least~~ 25% of the roof area identified above ~~shall~~ **may** incorporate private rooftop outdoor recreational space. These outdoor spaces shall be situated such that any structure within them shall not be visible from an elevation of five feet above the sidewalk on the opposite side of the public right-of-way.

   These outdoor areas shall be linked to specific units or made available for separate purchase or lease. They shall be placed so they do not monopolize the best views or the best roof-top space. The requirement for

such roof top open space may be waived or reduced by the Planning Board if the existence of other roof-top apparatus or if the design of the structure makes them impractical or inconsistent with the standards listed in the paragraph above. For example, on some roof-tops, the presence of water towers, skylights and chimneys that have historic significance, even though not functional, are more important features to retain on the roof-top and the private open-space component in such a case, may be waived. The first space to be reduced or waived shall always be the private space, and the last shall always be the space open to all residents of the building.

Page 37:

B. Transition Zone:

The Transition Zone consists of portions of the redevelopment area to the south and west of the warehouse district for which a portion of the tax block is also within the warehouse district. In other words, each block that is partially within the Transition Zone is also partially within the warehouse district. In several instances individual historically significant structures abut the Transition Zone. In other instances, portions of the Transition Zone are located directly across the street from the historically significant Great Atlantic & Pacific Tea Company Headquarters building located at Block 172, Lot F2 (144-158 Bay Street), which is 114'8" in height from grade to the base of the primary cornice. In one instance, there is an approval that was granted prior to adoption of this redevelopment plan for a new building on lot k within block 173 (159 Second Street), which allows for the construction of a new building that is 90'4" in height from grade to the base of the primary cornice.

The Transition Zone includes portions of Blocks 139 and the Western portions of Blocks 171, 172 and 173.

The purposes of the Transition Zone are as follows: to create a buffer through the use of design and bulk standards to protect and enhance the historic and visual character of the adjacent warehouse district. and in particular the Great Atlantic & Pacific Tea Company Headquarters building; to create an attractive and appropriate gateway to the warehouse district from the West; to create a cohesive neighborhood that includes the warehouse district, the Transition Zone, and the community to the west: **to encourage the consolidation of undersized lots;** and to create an attractive street front along Marin Boulevard that extends the building lines that were created by the existing structures along Marin Boulevard in Block 173.

Specific Requirements of Building Design shall be as follows for all development within the Transition Zone; except as otherwise provided in Section VIII.F. or as modified by paragraph 11 herein.

1. All new buildings in the Transition Zone shall be modern buildings designed to recall the style and grace of the nearby historic industrial warehouses located to the west of Washington Street and within the PAD. Specific elements, such as, but not limited to: roof pitches and material; window rhythm and size; brick and

stone accents, quoins, and the use of limestone accents; the size, color and texture of the brick, shall be incorporated in the design of new buildings. Building design may be include modern, commercial interpretation, and elements such as: tinted mortar; larger windows; skylights; storefronts embellished with natural materials, recessed balconies, may be employed, subject to Planning Board site plan approval.

2. Minimum Lot Area: 15,000 Sq. Ft.

3. Maximum Height: Ninety feet (90'), excepting the following:

   a. Block 139 shall be permitted a maximum height of one hundred and twenty-five feet (125').

   b. Block 173, Lots C, D, E, F and G, as they exist at the time of adoption of this plan, shall be permitted a maximum height of sixty-five (65) feet.

   c. Block 171. Lot 1, as it exists at the time of adoption of this plan, may not match nor exceed the height of The Great Atlantic & Pacific Tea Company Annex that is adjacent on lot Yl.

   d. For locations where a building height of ninety feet (90') is permitted without exceptions, a one story penthouse that is set back from the facade along all street frontages may be added to the structure, provided that the penthouse is not visible from an elevation of five feet above the sidewalk on the opposite side of the public right-of-way.

4. Maximum FAR: 7:1, except block 139 which shall be permitted a maximum FAR of 8:1.

5. Setback Requirements:

   a. Front Yard Maximum: 10 feet.

   b. Side Yards: Maximum Zero, excepting separation distance requirements below. Where there are multiple street frontages, exterior walls that are perpendicular to the street shall be considered to be a side.

   c. Rear Yard: Minimum 25 feet.

6. Maximum Lot Coverage: Eighty (80%) percent for both building and parking facilities. No part of the remaining lot shall be left unimproved.

7. Minimum Setback Requirements:

a. Abutting Marin Boulevard: A minimum ten foot (10') setback is required at the top of the fourth story.

b. Block 139: A minimum ten foot (10') setback is required at the top of the ninth story for all facades.

8. Minimum separation distance between a new structure or addition within the Transition Zone and an existing facade within the Rehabilitation Zone, where the existing facade abuts the property line and contains windows that face the new structure or addition: 25 feet between structures, with street front screening provided at the ground level that is consistent with the architecture of the new building. Block 171, Lot 1, as it exists at the time of adoption of this plan, shall be exempt from this separation distance requirement, provided that the Provost Street setback for the new structure is sufficient to reveal the full height of the side of the adjacent structure on lot Y 1 to a depth of at least one window bay.

9. Garage entry/Exit to street: A maximum of (1) One shall be permitted. No garage opening shall be located on Luis Munoz Marin Blvd.

10. Retail entrances shall be provided along all ground floor street frontages, and along Marin Boulevard there shall be at least three retail entrances within each block front.

11. In order to encourage the consolidation of undersized lots, the following standards shall apply to new development undertaken on Block 173, when two (2) or more existing vacant lots are consolidated to achieve a new lot with a total area of at least 10,000 square feet.

a. Permitted Uses – In addition to the permitted uses listed in Section VII of this Plan, residential apartments shall also be a permitted use. At least 40% of residential units provided shall be a minimum of 900 square feet in area.

b. Maximum Height – Buildings constructed pursuant to this section shall be permitted to match the height of the Great Atlantic and Pacific Tea Company building located on Block 172. One additional floor shall also be permitted above this height, provided that this additional floor is setback from the front parapet a distance sufficient so that it will not be visible to a person of average height standing on the loading dock of the A&P building across the street.

c. Floor to Ceiling Height – Floor to ceiling height shall be a minimum of nine (9) feet.

d. FAR shall be regulated by the required height, setback and other applicable bulk criteria.

e. **Setback Requirements:**

- **Front Yard – 10 foot maximum. Buildings may also be constructed to the front property line in order to align with the building located on Lot 129.**
- **Side Yard – Zero foot maximum, except as necessary to provide air and light to the proposed and/or adjacent buildings for windows, and provided that the portion of the proposed building along the street line maintains a zero side yard setback so as to give the appearance of a continuous building streetscape; or as necessary to provide ingress and egress easements to existing adjacent buildings.**
- **Rear Yard – Zero for ground floor areas, and a minimum of 20 feet for all portions of any building above the ground floor.**

f. **Coverage – Total building and lot coverage may be 100% at the ground floor level. All portions of buildings above the ground floor shall not exceed 80% lot coverage.**

g. **Parking – No parking shall be required.**

h. **Loading – Interior loading areas are not required.**

i. **Certified Affordable Artist Growth Share Requirements – Buildings constructed pursuant to this section shall provide ten percent (10%) of all residential units (as rounded to the nearest whole number) as moderate income affordable units or workforce affordable units for Certified Artist. These units shall be restricted to workforce or affordable housing units for a period of thirty (30) years, beginning with the issuance of the first certificate of occupancy for a workforce or affordable unit. In lieu of any other requirement outlined in this redevelopment plan for Certified Artist affordable units, including the marketing and control of any such Certified Artist affordable units, the City may require that any workforce units constructed on-site shall be subject to a 180-day exclusive marketing period to qualified Certified Artists who meet the income requirements for workforce housing defined in this section. Up to 50% of the workforce or affordable housing requirement may be provided off-site and shall be exempt from Certified Artist residency requirements. This off-site workforce housing option may also be satisfied through the provision of a financial contribution to the City of Jersey City in an amount up to one hundred and fifty thousand ($150,000) dollars per required workforce residential unit. This contribution shall be paid by the developer to the City in two (2) installments: (1) fifty percent (50%) of the contribution shall be paid upon a final non-appealable site plan approval granted by the City of Jersey City Planning Board for any development, and (2) the remaining fifty percent (50%) of the contribution shall be paid at the time of issuance of the first final certificate of occupancy. These contributions shall be specifically earmarked for the construction of affordable housing within the City of Jersey City.**

City Clerk File No. Ord. 12-038

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 12-038

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING CHAPTER III 345, ARTICLE VIII (ENFORCEMENT, VIOLATIONS AND PENALTIES) AND CHAPTER 160 (FEES AND CHARGES) TO REQUIRE A ZONING CERTIFICATE OF COMPLIANCE TO BE OBTAINED UPON CHANGE OF USE OR OWNERSHIP OF REAL PROPERTY WITHIN THE CITY**

WHEREAS, currently there is no effective method of tracking the changes of permitted uses or owners of real property within the City of Jersey City; and

WHEREAS, currently there is no effective method of protecting buyers of real property from misrepresentation by sellers; and

WHEREAS, changes from one permitted use or owner to another permitted use or owner may alter the parking, traffic circulation, lighting, access, landscaping, or intensity of a use to the detriment of surrounding properties and residents of the city as whole; and

WHEREAS, the Planning Board at its meeting of March, 6, 2012 did vote to recommend that the Municipal Council amend the zoning ordinance to require a Zoning Certificate of Compliance to be issued upon change in use or ownership of real property in the City of Jersey City;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the zoning ordinance be hereby amended as follows:

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

ARTICLE VIII
ENFORCEMENT, VIOLATIONS AND PENALTIES

§ 345-76. Enforcement.

A. Zoning Officer. It shall be the duty of the Zoning Officer and his or her staff to administer and enforce this chapter. No structure shall be erected without a building permit ***and a Zoning Certificate of Compliance*** and no structure or lot shall use or have its use changed so as to be in violation of this chapter. In no case shall a building permit be issued for the construction or alteration of any structure nor shall a certificate of occupancy be issued for a new occupant with a new use, or new use by the present occupant, until the proposed construction or alteration or use conforms to the provisions of this chapter, ***including the issuance of a Zoning Certificate of Compliance.*** It shall be the duty of the Zoning Officer to cause any structures, plans or premises to be inspected or examined and order the owner in writing that any condition be remedied which is found to exist in violation of any provisions of this chapter. It shall be the duty of the Zoning Officer to keep a record of all applications and all permits which are either issued or denied, with notations of any conditions involved, which data shall form a part of the City public records.

B. Building Permits. No Change.

C. Certificate of Occupancy. No Change.

D. *1. Zoning Certificate of Compliance. No property or building subject to a change of use or change in ownership, in whole, or in part, shall be occupied or used for any purpose, and no certificate of occupancy, building permit, demolition permit, or similar permit shall be issued and no site improvements, including excavating or construction or private improvements shall be commenced, until the Zoning Officer of the City of Jersey City has issued a Zoning Certificate of Compliance for such property. The fee for such certificate shall be as provided in Chapter 160. If the subject property complies with all provisions of the zoning ordinance, the Zoning Officer, shall issue the Zoning Certificate of Compliance within 10 business days of receiving a complete application and evidence that all taxes have been paid on the subject property. Otherwise, the zoning officer shall deny the application within the 10 day period, citing the reason or reasons for such denial. An appeal of denial must be filed within 20 calendar days of receipt of the denial. Such appeal shall be filed with the Zoning Board of Adjustment, notifying the Zoning Officer at the same time.*

2. Exemptions. Any change of ownership which is exempt from the payment of the realtytransfer tax imposed under the New Jersey Public Law 1968, c. 49, as amended by reason of a deed a) for a consideration of less than $100; b) which confirms or corrects a deed previously recorded; c) between husband and wife, parent and child; d) by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of the State of New Jersey; or e) recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee, shall be exempt from the requirements of this section.

3. Responsible Party. The responsibility for obtaining a Zoning Certificate of Compliance rests with the current owner of the property. Transfer of title to real property may be permitted by the zoning officer provided the purchaser certifies in writing to the zoning officer that the purchaser shall correct all violations upon which the denial of the Zoning Certificate of Compliance was based in a reasonable time and provided further that the purchaser and seller have established a reasonable escrow for the correction.

4. Notification. To assist in the enforcement of this Section, a notice shall be included on all tax searches and added assessment searches prepared by the Tax Collector of the City of Jersey City, stating that a Zoning Certificate of Compliance is required for a change in use or sale of real property within the City of Jersey City; provided however, that a failure to offer such notice shall not constitute a defense for the failure to obtain a zoning certificate of compliance.

E. ~~D.~~ Historic Preservation. No change

F. ~~E.~~ Certificates of Non-Conformity. No change

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Municipal Council of the City of Jersey City that Chapter 160, Fees and Charges be hereby amended as follows:

Chapter 160 - Fees and Charges

Sec. 160-1 Fee schedule established

UU. Chapter 345 Zoning. ~~Refer to Chapter 345, Section 33.B~~

1. Fees administered by the Division of Zoning – Refer to Chapter 345, Article VIII:
(a). Zoning Certificate of Compliance $100.00

2. Fee Schedule for Application for Development – Refer to Chapter 345-33.B- administered by the Division of City Planning:

Fee Table 1 (no change)

BE IT FURTHER ORDAINED THAT:

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

B. This ordinance shall be 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 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.

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.A. 40:55D-15 and N.J.S.A. 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.A. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor and the Tax Collector.

Robert D. Cotter, P.P., A.I.C.P.
Planning Director

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: Carl Gaglioti Jr.

APPROVED: for Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

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

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

3. **Concise Description of the Plan Proposed in the Ordinance:**
   This Ordinance will establish a Certificate of Zoning Compliance and require the issuance of such certificate upon change in use or ownership of real property within the City of Jersey City.

4. **Reasons (Need) for the Proposed Program, Project, etc.:**
   Currently, there is no effective method of tracking certain changes to permitted uses or protecting buyers of real property from misrepresentation by sellers as to the permitted use.

5. **Anticipated Benefits to the Community:**
   Better enforcement of requirements of the Land Development Ordinance and greater protection for buyers of real property.

6. **Cost of Proposed Plan, etc.:**
   None

7. **Date Proposed Plan will commence:**
   Upon approval

8. **Anticipated Completion Date:** N/A

9. **Persons Responsible for Coordinating Proposed Program, Project, etc.:**

   Carl Czaplicki, Director, Dept of HEDC
   Robert D. Cotter, City Planning Director
   Nick Taylor, Director, Division of Zoning

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter	Mar 6, 2012
Division Director	**Date**
Carl Czaplicki	3/6/12
Department Director Signature	**Date**

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO ARTICLE VIII, SECTION 345-76 ENFORCEMENT OF THE LAND DEVELOPMENT ORDINANCE

This Ordinance will establish a Certificate of Zoning Compliance and require the issuance of such certificate upon change in use or ownership of real property within the City of Jersey City.

Department of Housing, Economic Development & Commerce
Director's Office

Inter-Office Memorandum

DATE: March 8, 2012

TO: City Council

FROM: Carl S. Czaplicki, Director, HEDC

SUBJECT: Ordinance establishing a Zoning Certificate of Compliance

There is currently no effective method of tracking certain changes that are made to the use of property, particularly when property is sold. As a result, unauthorized use of property can and has occurred that may include the addition of residential units, beyond those for which a Certificate of Occupancy exists, the installation of an unauthorized front yard parking space, with or without a curb cut, the unauthorized removal of front yard landscaping, and the removal of street trees without the required application to and approval by the Division of Forestry.

Whatever the case may be, the establishment of a Zoning Certificate of Compliance, required whenever there is a change of use or ownership of real property, will enable the city to create a more complete record defining the permitted use of a property, will protect buyers from potential misrepresentation as to the lawful permitted use, and reduce appeals to the Zoning Board of Adjustment following a change in ownership.

CC:ky

City Clerk File No. Ord. 12-039

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 12-039

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CORRECTING MAP COORDINATES WITHIN ORDINANCE 11-094**

WHEREAS, the Municipal Council, pursuant to **N.J.S.A.** 40:55D-62, adopted Ordinance 11-094, creating a build-to line along Route 440 to accommodate the Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study dated May 2011 prepared by Jacobs Engineering and;

WHEREAS, the maps attached to Ordinance 11-094 included erroneous map coordinates, specifically: the State Plan Coordinates were revered due to a drafting error;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance be and hereby is amended with the corrected maps, attached hereto and made a part hereof, titled "Route 440 / Route 1&9T / Communipaw Avenue Required Setback" dated July 12, 2011, replacing the maps adopted by Ordinance 11-094, as part of the Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study dated May 2011 prepared by Jacobs Engineering

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.

Robert D. Cotter, PP, AICP, Director of Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CORRECTING MAP COORDINATES WITHIN ORDINANCE 11-094**

2. **Name and Title of Person Initiating the Ordinance:**

   Robert D. Cotter, PP, AICP, Planning Director, (201) 547-5050

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

   This ordinance corrects and amends the Land Development Ordinance as it pertains to required setbacks along portions of the Route 440, Routes 1&9T, and Communipaw Avenue near the intersection with Route 440 and Routes 1&9T.

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

   The adopted ordinance contains maps that have their State Plan Coordinates reversed. This ordinance simply corrects the error.

5. **Anticipated Benefits to the Community:**

   The benefits, as stated in the Ordinance adopted August 31, 2011, include the following: creation of a new "Main" Street for the western waterfront of Jersey City, improvement to traffic operations and safety over current conditions, accommodation of anticipated future traffic volumes, accommodation of bikes and pedestrians, mitigation of traffic noise from cars and trucks, creation of a calm environment and attractive public realm to support new neighborhoods along the western waterfront, more frequent and safer crossings of the corridor for pedestrians and bicyclists.

6. **Cost of Proposed Program or Project:**

   There is no cost to amend the Land Development Ordinance.

7. **Date Proposed Program or Project will commence:**

   The required setbacks will become effective upon adoption.

8. **Anticipated Completion Date:**

   N/A

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

   Robert D. Cotter, AICP/PP Planning Director
   Nick Taylor, Zoning Officer

10. **Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.

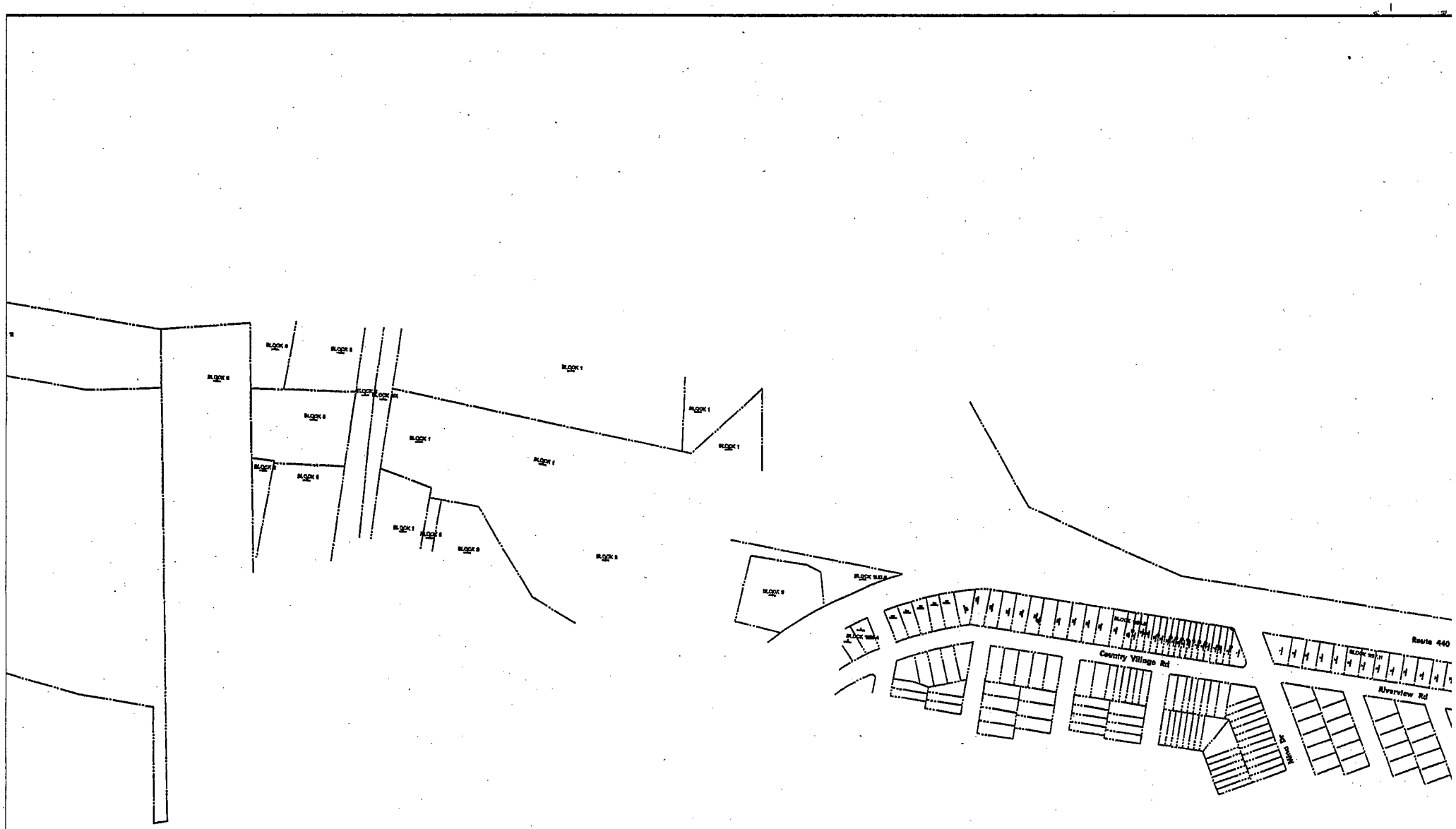
Robert D Cotter — March 6, 2012
Division Director Signature — **Date**

Deputy **Department Director Signature** — MARCH 6, 2012
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CORRECTING MAP COORDINATES WITHIN ORDINANCE 11-094

This ordinance corrects Ordinance 11-094, which ordinance adopted amendments to the Jersey City Land Development Ordinance to required certain setbacks along Route 440, Truck 1 & 9, and Communipaw Avenue. Ordinance 11-094 contained mapping coordinated that were revered due to a drafting error.

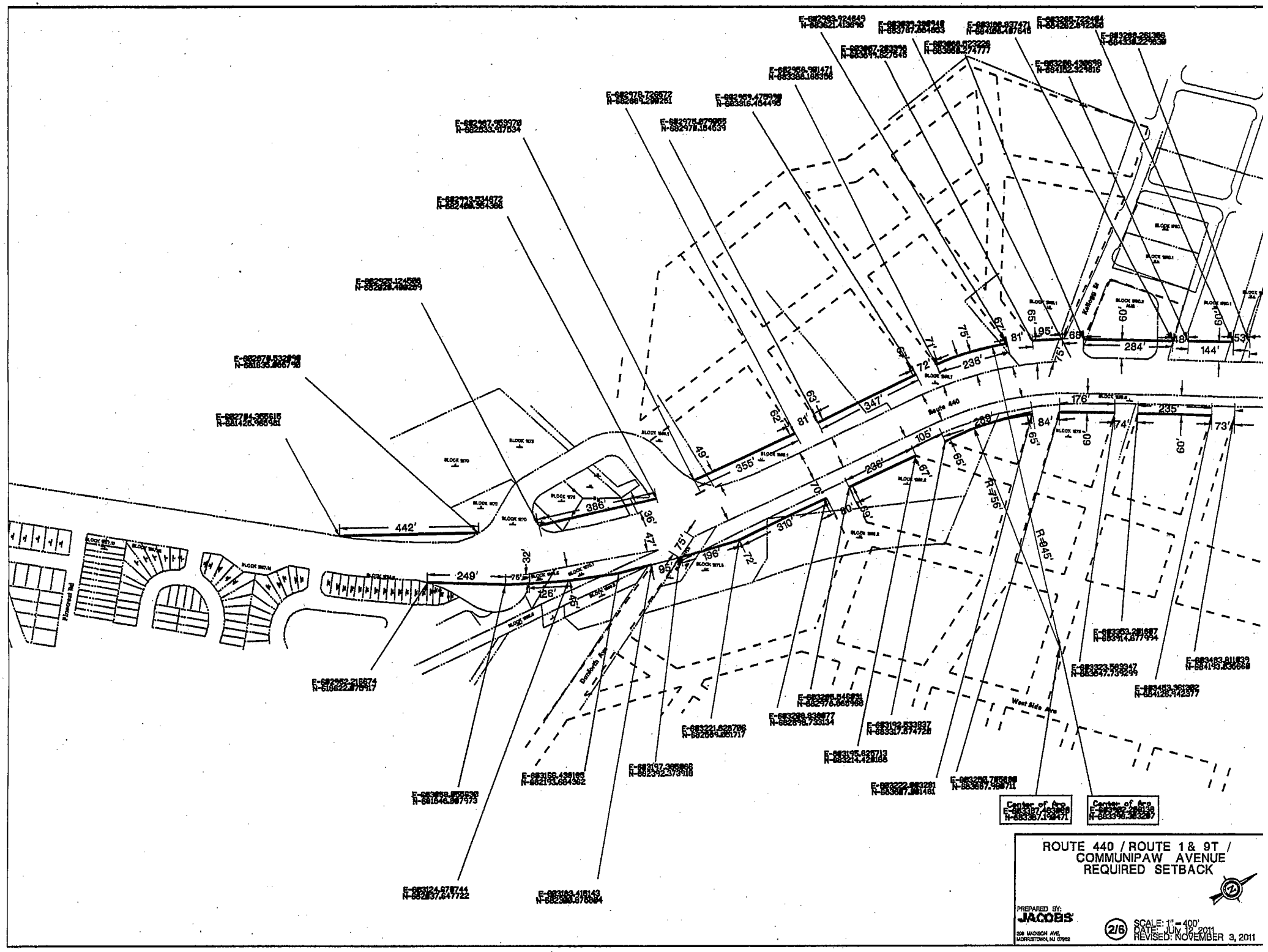


ROUTE 440 / ROUTE 1 & 9T / COMMUNIPAW AVENUE REQUIRED SETBACK

PREPARED BY:
JACOBS
299 MADISON AVE,
MORRISTOWN, NJ 07962

1/6

SCALE: 1" = 400'
DATE: JULY 12, 2011
REVISED: NOVEMBER 3, 2011

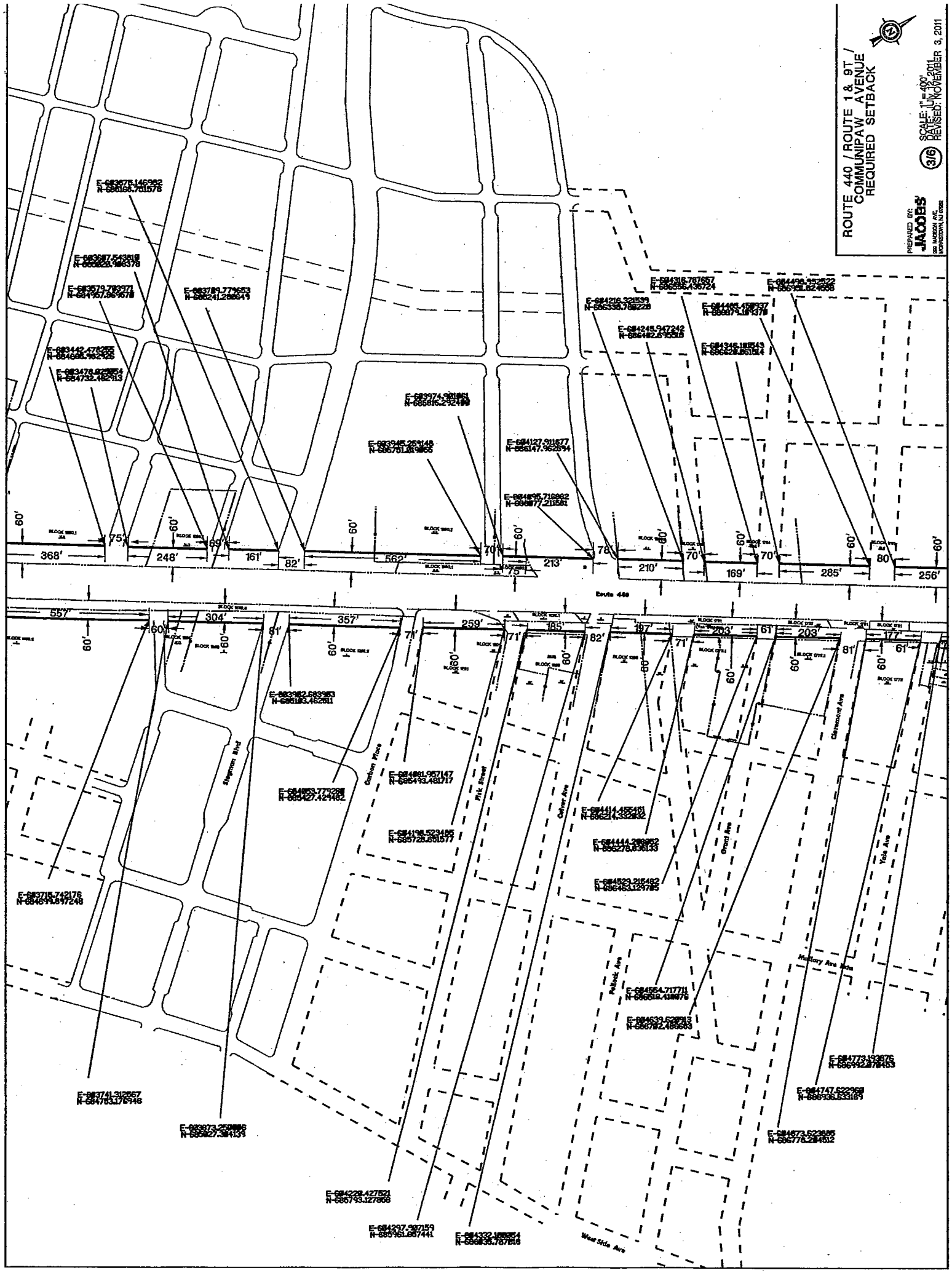


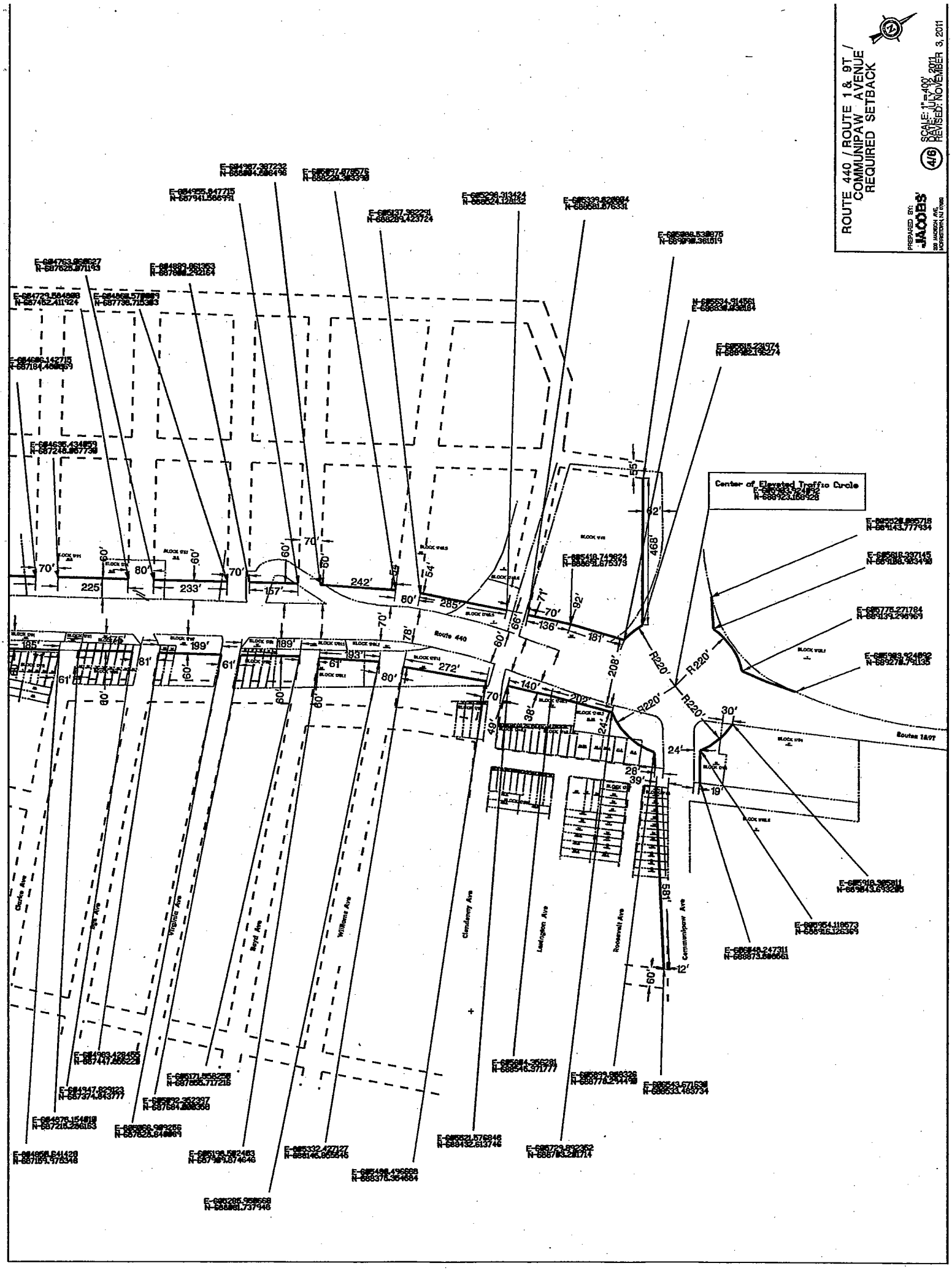
ROUTE 440 / ROUTE 1 & 9T /
COMMUNIPAW AVENUE
REQUIRED SETBACK

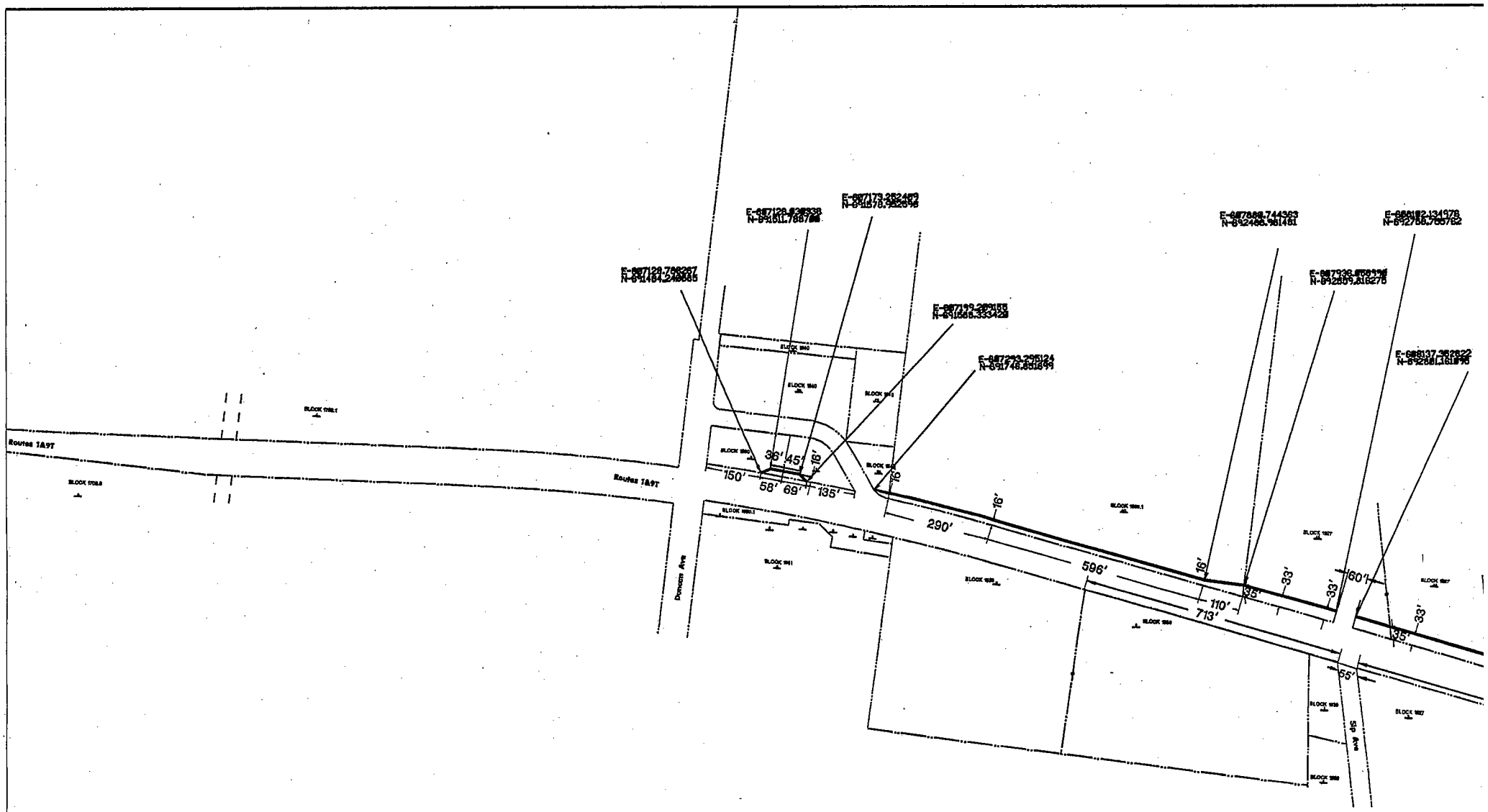
PREPARED BY:
JACOBS
299 MADISON AVE,
MORRISTOWN, NJ 07962

2/6

SCALE: 1" = 400'
DATE: JUN 12, 2011
REVISED: NOVEMBER 3, 2011


ROUTE 440 / ROUTE 1 & 9T /
COMMUNIPAW AVENUE
REQUIRED SETBACK
PREPARED BY:
JACOBS
SCALE: 1" = 400'
DATE: JUN 12 2011
REVISED: NOVEMBER 3, 2011
3/6
Route 440
Stegman Blvd
Carbon Place
Pink Street
Culver Ave
Grant Ave
Claremont Ave
Yale Ave
Mallory Ave Extn
Pollock Ave
West Side Ave
368'
248'
161'
82'
562'
213'
210'
169'
285'
256'
557'
304'
357'
259'
185'
197'
203'
203'
177'
60'
75'
69'
70'
78'
70'
70'
80'
160'
81'
71'
71'
82'
71'
61'
81'
61'


ROUTE 440 / ROUTE 1 & 9T /
COMMUNIPAW AVENUE
REQUIRED SETBACK
SCALE: 1"=40'
DATE: JULY 2011
REVISED: NOVEMBER 3, 2011
4/6
PREPARED BY:
JACOBS
Center of Elevated Traffic Circle
Route 440
Routes 1&9T
Clarke Ave
Virginia Ave
Boyd Ave
Williams Ave
Claudaway Ave
Lexington Ave
Roosevelt Ave
Communipaw Ave

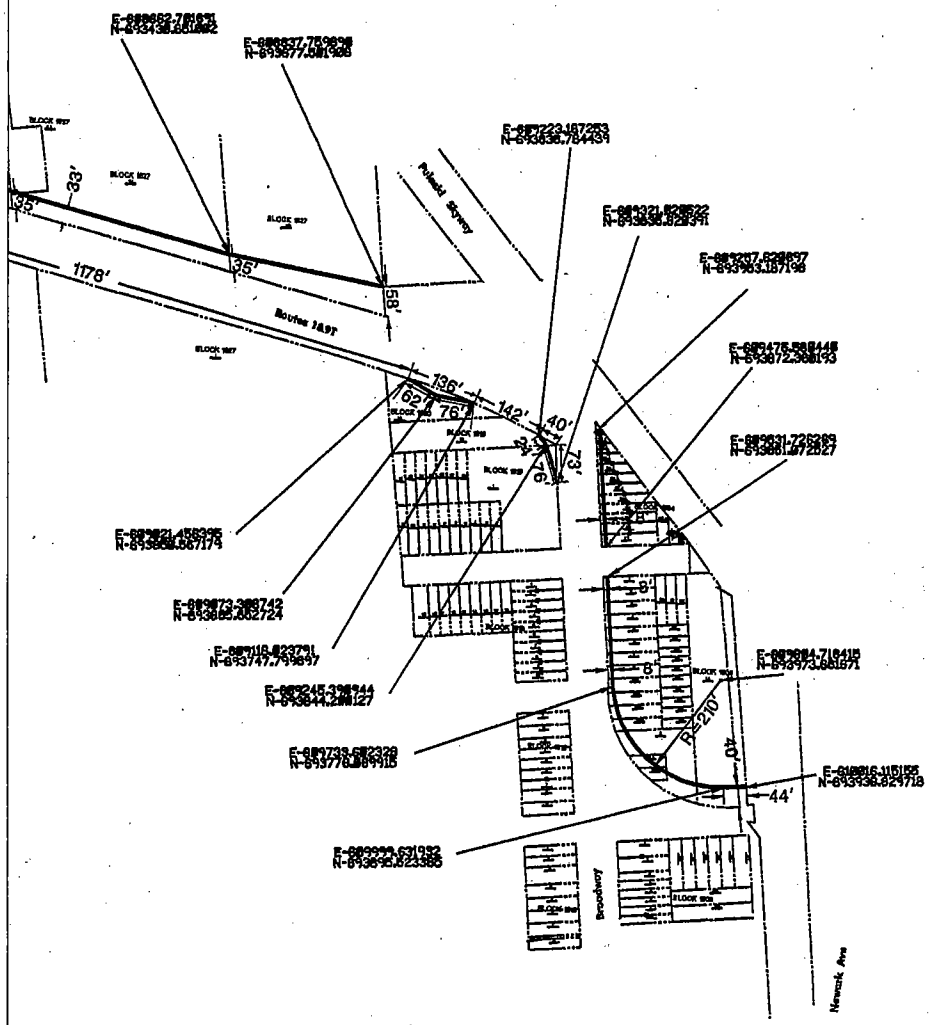


ROUTE 440 / ROUTE 1 & 9T / COMMUNIPAW AVENUE REQUIRED SETBACK

PREPARED BY:
JACOBS
559 MADISON AVE.
MORRISTOWN, NJ 07962

5/6

SCALE: 1" = 400'
DATE: JULY 12, 2011
REVISED: NOVEMBER 3, 2011



NOTES:

1. This map is based on aerial orthophotography flown on August 25, 2009 by Cooper Aerial Survey Co. utilizing NJDOT Geodetic Survey control points, with planimetric mapping developed at a scale of 1" = 30'. A field edit of the mapping was conducted noting and field locating physical features obstructed from view on the aerial orthophotography, with assembled data in the NJ State Planar Coordinate system. The depicted required setback lines are drawn to the same accuracy as the orthophotography and subsequent verification.
2. The geographic coordinates of the required setback are accurate. Required setback is defined by the outer edge of construction of the planned Route 440/Routes 1&9T Boulevard and Complete Street where construction is to be performed outside of the existing Route 440 / Routes 1&9T / Communipaw Avenue Rights of Way.
3. Lot lines are depicted graphically based upon digitization of property lines depicted on Jersey City Tax Maps, and were not verified by survey.
4. Lot lines must be verified through property line survey prior to any construction.

LEGEND:

- - -	EXISTING AND PLANNED STREET RIGHT-OF-WAY, PURSUANT TO CIRCULATION ELEMENT OF JERSEY CITY MASTER PLAN (NOT DESIGNATED AS STREETS BY THIS ORDINANCE)
———	CURB LINES, PURSUANT TO BAYFRONT REDEVELOPMENT PLAN AND NJCU WEST CAMPUS REDEVELOPMENT PLAN
- —	LOT LINE
▬▬▬	REQUIRED SETBACK
BLOCK XXXX	BLOCK (TAX MAP - CITY OF JERSEY CITY, NJ)
XX	LOT (TAX MAP - CITY OF JERSEY CITY, NJ)
E-XXX.XXX N-XXX.XXX	NAD 1983 NJ STATE PLANE COORDINATES

Scott J. Parker, P.E.
N.J.P.E. Lic. No. 24GE03713500

200' 100' 0 200' 400'

ROUTE 440 / ROUTE 1 & 9T / COMMUNIPAW AVENUE REQUIRED SETBACK

PREPARED BY:
JACOBS
200 MADISON AVE.
MORRISTOWN, NJ 07962

6/6

SCALE: 1"=400'
DATE: JULY 12, 2011
REVISED: NOVEMBER 3, 2011

City Clerk File No. Ord. 12-040

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 12-039

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN**

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

WHEREAS, the Luis Munoz Marin Boulevard Redevelopment Plan was adopted in February 1975 by the Jersey City Municipal Council; and

WHEREAS, the Luis Munoz Marin Boulevard Redevelopment Plan has been amended once in December of 1990; and

WHEREAS, the Planning Board of Jersey City, at its meeting of March 6, 2012, recommended that the Municipal Council adopt the proposed amendments to the Luis Munoz Marin Boulevard Redevelopment Plan in order to better regulate future development within the Plan Area; and

WHEREAS, these amendments create a residential –Mixed Use District when certain lands are dedicated to the City of Jersey City for a Park; and

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

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the revised Luis Munoz Marin Boulevard Redevelopment Plan 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 only if the Settlement regarding the ownership of the Pennsylvania Railroad Harsimus Embankment is effectuated between the City of Jersey City, Conrail, and other interested parties.

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, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: _____

_____
Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

SUMMARY

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN

These amendments create a Residential –Mixed Use District when certain lands are dedicated to the City of Jersey City for a Park.

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

   ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN

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

   Carl Czaplicki, Director of Housing, Economic Development, and Commerce

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

   These amendments create a Residential –Mixed Use District when certain lands are dedicated to the City of Jersey City for a Park.

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

   Proposed in conjunction with the Settlement involving Conrail property within Jersey City.

5. **Anticipated Benefits to the Community:**

   These amendments will improve comprehensive growth, add new public walkway and parkland.

6. **Cost of Proposed Plan, etc.:**

   $0.00. No Cost to the City

7. **Date Proposed Plan will commence:**

   Upon Adoption.

8. **Anticipated Completion Date:** N/A

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

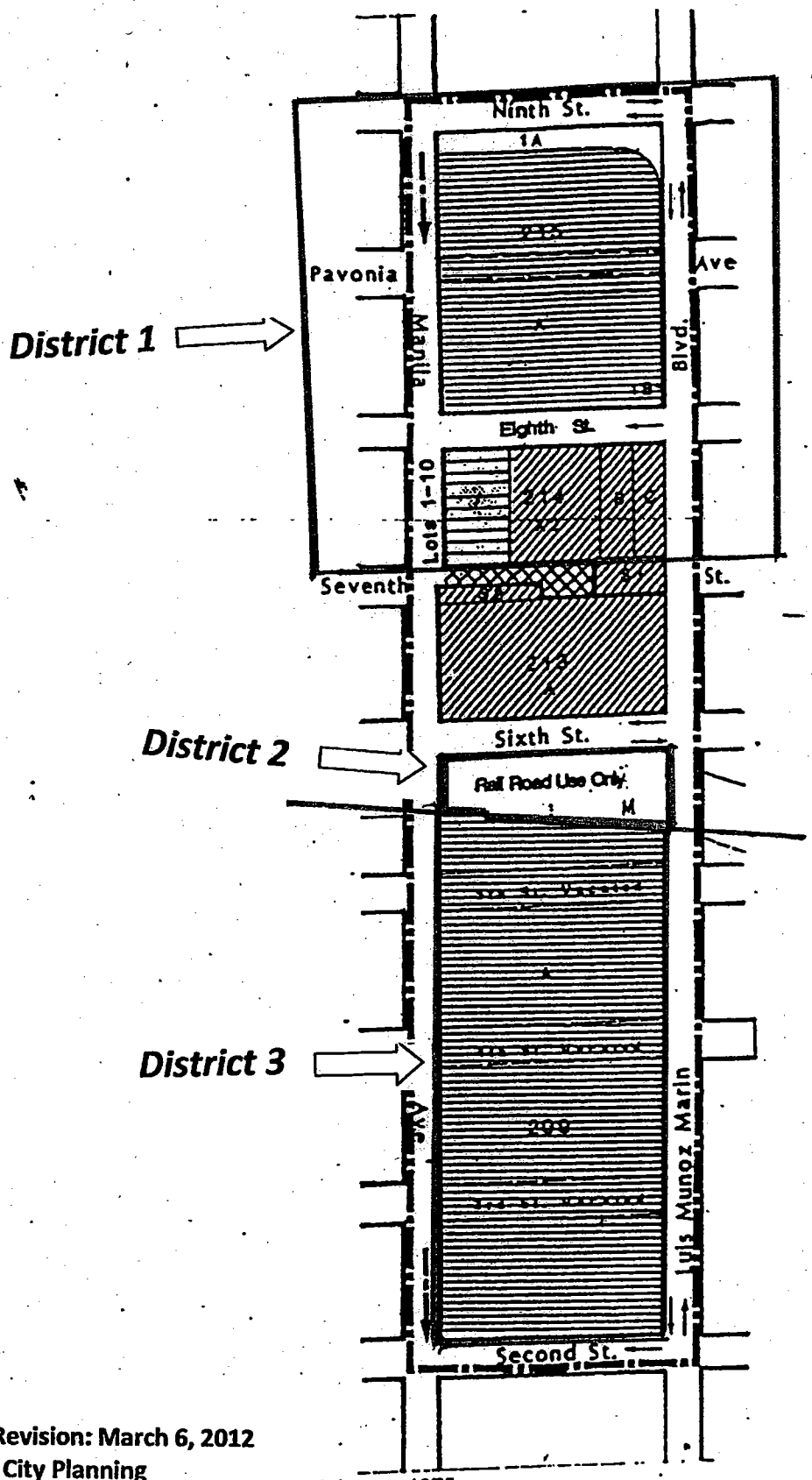
Robert D. Cotter, Director, City Planning	547-5050
Maryann Bucci-Carter, City Planning	547-4499

10. **Additional Comments:**

    I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter	3/9/12
Division Director	**Date**
_____	_____
Department Director Signature	**Date**

MAP #2



NORTH

LAND USE MAP

LEGEND

- Project Boundary
- Public Right Of W
- Residential
- Public
- Residential, Pu or Quasi-Public
- Local Traffic

Proposed Revision: March 6, 2012
Division of City Planning

February, 1975
Updated December, 1990

LUIS MUNOZ MARIN
REDEVELOPMENT AREA

50 0 50 100
feet

prepared by:

City Clerk File No. Ord. 12-041

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 12-040

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE GRAND JERSEY REDEVELOPMENT PLAN**

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

WHEREAS, the Grand Jersey Redevelopment Plan was adopted on March 24, 1993 by Council Ordinance 93-029; and

WHEREAS, the Grand Jersey Redevelopment Plan has been amended several time since its adoption; and

WHEREAS, the Planning Board of Jersey City, at its meeting of March 6, 2012, recommended that the Municipal Council adopt the proposed amendments to the Grand Jersey Redevelopment Plan in order to better regulate future development within the Plan Area; and

WHEREAS, these amendments implement a minor adjustment to the street grid and alter the development program of redevelopment plan Block 3: and

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

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the revised Grand Jersey Redevelopment Plan 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 only if the Settlement regarding the ownership of the Pennsylvania Railroad Harsimus Embankment is effectuated between the City of Jersey City, Conrail, and other interested parties.

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, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET

Date Submitted to B.A._____

1. **Full Title of Ordinance:**

   ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE GRAND JERSEY REDEVELOPMENT PLAN

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

   Carl Czaplicki, Director of Housing, Economic Development, and Commerce

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

   These amendments implement a minor adjustment to the street grid and alter the development program of redevelopment plan Block 3. The overall permitted development is increased by 115 DU.

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

   The proposed amendments are needed in order to better regulate future development within the Plan Area. They adjust the grid plan to accommodate current property lines while still permitting viable development.

5. **Anticipated Benefits to the Community:**

   Proposed in conjunction with the settlement involving Conrail property within Jersey City.

6. **Cost of Proposed Plan, etc.:**

   $0.00. No Cost to the City

7. **Date Proposed Plan will commence:**

   Upon Adoption.

8. **Anticipated Completion Date:** N/A

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

Robert D. Cotter, Director, City Planning	547-5050
Maryann Bucci-Carter, City Planning	547-4499

10. **Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.

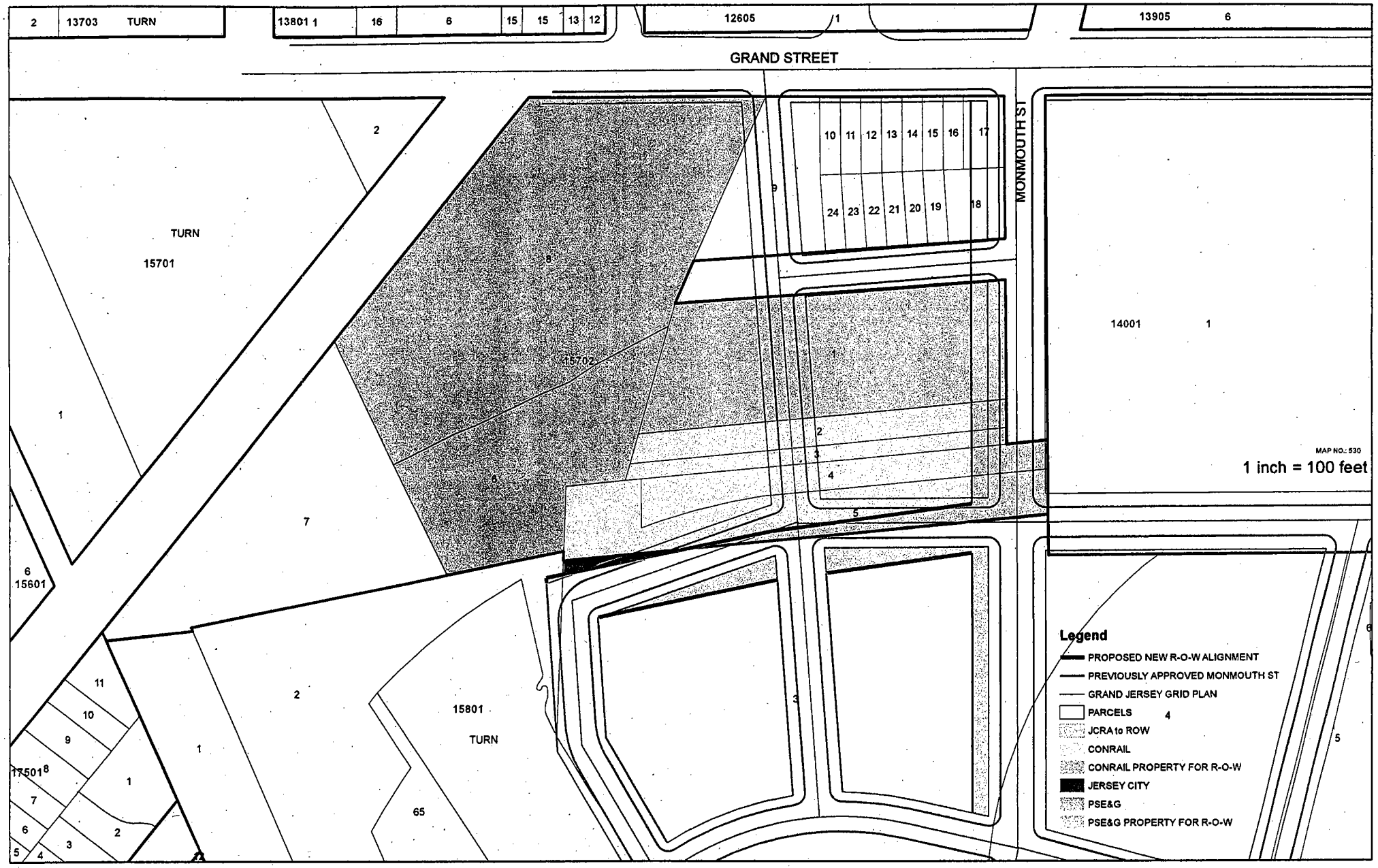
_____ 3/8/12
Division Director **Date**

_____ _____
Department Director Signature **Date**

SUMMARY

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE GRAND JERSEY REDEVELOPMENT PLAN

These amendments implement a minor adjustment to the street grid and alter the development program of redevelopment plan Block 3 and result in an increase of 115 dwelling units within the redevelopment plan area.


GRAND STREET
MONMOUTH ST
TURN
15701
15702
14001
15601
15801
TURN
17501
65
MAP NO.: 530
1 inch = 100 feet
Legend
PROPOSED NEW R-O-W ALIGNMENT
PREVIOUSLY APPROVED MONMOUTH ST
GRAND JERSEY GRID PLAN
PARCELS
JCRA to ROW
CONRAIL
CONRAIL PROPERTY FOR R-O-W
JERSEY CITY
PSE&G
PSE&G PROPERTY FOR R-O-W